

## **PREAMBLE**

This Agreement, made and executed in duplicate, this \_\_\_\_ day of \_\_\_\_\_, 2017 and between the Sheriff of Allegany County, a county of the State of Maryland, (herein after known as Employer), and the Fraternal Order of Police Lodge #144 Correctional Division (herein after referred to as the "Union" or "FOP").

The rights, obligations and the duties of the Employer under this Agreement may be exercised through its agents, the management employees of the Allegany County Detention Center.

Whereas the parties hereto have come to an agreement regarding wages and benefits.

Whenever in this Agreement masculine gender is used, it shall be deemed to include the female gender.

Whereas the parties hereto have come to an agreement regarding wages and benefits.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: that, in consideration of the premises and stipulations hereinafter set forth, the parties hereto covenant and agree as follows:

### **PURPOSE:**

- a. It is the purpose of this Agreement to promote harmonious relations, cooperation, and understanding between the Employer and the employees covered hereby, to strive for good collective bargaining procedures, and to establish the best standards of wages, hours, working conditions, and other conditions of employment possible.
- b. Items not expressly contained in the Agreement will remain the prerogative of the Employer. All items of this Agreement will be subject to applicable provisions of the code of the Public Local Laws of Allegany County, Maryland, and the Maryland Annotated Code, Courts and Judicial Proceedings Article.

## **ARTICLE I: UNION RECOGNITION AND SECURITY**

**Section 1. Collective Bargaining Unit.** The Employer recognizes the Allegany County Correctional Association (A.C.C.A.) of The Fraternal Order of Police Lodge #144, as the sole and exclusive bargaining agent of the employees covered by this Agreement. The Employer and the A.C.C.A. (Hereafter known as the Union) agree that all terms set forth in the Agreement with respect to wages, hours and working conditions provided for in this Agreement shall apply to all the employees included in said bargaining unit.

**Section 2. Dues Deductions.** Upon request of the Union, the Employer will honor and comply with written authorization for deduction of regular bi-weekly dues from the pay of members of the Union, if such written authorizations are individually signed by employees who are members of the Union, and if they comply with all applicable State and Federal Laws. The Union shall

furnish to the Employer the individually signed deduction authorization for each employee who is a member of the Union and shall submit such withholding for Union dues to the Fraternal Order of Police Lodge #144 not later than the 15th day after the employee joins that Union. The Union will notify the Employer at least thirty (30) days prior to any change in such dues.

**Section 3. Agency Shop.** All employees covered by this Agreement shall have the option of becoming members of the Union or shall pay a Service Fee (not in excess of the dues paid by Union Members). The Service Fee is for those employees who for religious or other reasons, find it impossible to belong to organizations such as Unions. The paying of dues or a Service Fee shall be a condition of continued employment for all employees covered by this agreement.

## **ARTICLE II: DEFINITIONS**

**Section 1. Employees.** The term "Employees" as used in this Agreement shall mean all full-time employees of the Allegany County Sheriff's Office, who hold the title of Correctional Officer, Correctional Corporal, or Correctional Sergeant, exclusive of all supervisory employees (Lieutenants and above) with authority to hire, discharge, promote, discipline, or otherwise affect changes in the status of the employees of the employer (Allegany County Sheriff).

**Section 2. Days.** The term "days" in regards to time limits as outlined in this Agreement shall mean work days unless otherwise required in the Correctional Officers' Bill of Rights. A "day" shall be defined as a 24 hour period of time.

**Section 3. Month.** The term month/ months shall mean a 30 day period. (i.e. six months shall mean 180 days)

**Section 4. Year.** The term year shall mean a period of 365 days total.

**Section 5. Union.** The term Union in regards to this Agreement shall mean the Allegany County Correctional Association (A.C.C.A.), Fraternal Order of Police, Lodge #144.

**Section 6. Working Days.** Working days are considered Monday through Friday excluding observed County holidays.

## **ARTICLE III: SUBCONTRACTING**

The Employer will not contract out or subcontract any public work performed by correctional officers covered by this Agreement, except for temporary government grant funded positions or contractual positions as deemed essential by the Sheriff. Any temporary positions/ Grant funded positions that become regular shall become Union positions and covered by this agreement. Public work shall include the duties of the correctional officers as presently performed and as defined by the Annotated Code of Maryland as stipulated in the existing job descriptions.

Correctional Officers shall not be compelled to perform the duties of any civil service employee or any county employee outside of the bargaining unit unless terms and conditions are mutually agreed upon by the Union, Employee, and the Employer.

#### **ARTICLE IV: UNION REPRESENTATION AND RIGHTS**

**Section 1. Designated Representatives.** The Employer recognizes and shall deal with the President or designated representative of the A.C.C.A. in all matters relating to grievances and interpretation of this Agreement. In the absence of the President, the Employer will deal with the Vice President or Shop Stewards properly appointed by the President.

**Section 2. Grievance Investigation.** Any official representative of the Union shall be granted reasonable time off during work hours to investigate and settle grievances by their immediate supervisor without loss of pay. Such time off shall be granted as soon after the request is made as is reasonable and in such a manner which the supervisor feels will not cause interference with the operations of the county work involved.

**Section 3. Right To Representation.** Any employee who reasonably believes that an interview or meeting with supervisory personnel may lead to disciplinary action may request the presence of a Union Representative at any such meeting. The Union shall notify the Employer of all appointed/elected Union Representative(s).

**Section 4. Discrimination.** There will be no discrimination against any employee because of his duties as a Union Official, Union Representative, or committee member.

**Section 5. Bulletin Boards.** The Employer shall provide a bulletin board in the Detention Center which may be used by the Union for posting notices and correspondence. All bulletin board postings must be initiated by either the Union President or Vice-President prior to placing on the bulletin board.

**Section 6. Personnel Files.** Employee's personnel files shall be kept under the direct control of the Employer. The employer shall not allow anyone other than, authorized county personnel, those responsible for the Detention Center's operations and/ or administration to read, view, have a copy of, or in any way peruse in whole or in part the personnel file or any document which may become a part of these files except as otherwise required by law. Employee Representatives, either Union or Private, shall be granted access to an Individual Employee Personnel file and shall have the right to read, view, make copies of, or in any way peruse in whole, or in part the personnel file or any document which may become a part of the file upon written authorization from the individual employee.

Employees may review their personnel files and request to have any discipline or corrective action that is more than two (2) years old removed. The Sheriff shall review the material requested to be removed and notify the employee of whether the material shall be removed or shall remain in the file. At the employee's request, notices of counseling must be removed after one hundred and eighty days (180).



An Employee shall have the right to be notified, review, attach written comment, and sign any reports, reprimands, or other items which could adversely affect the employee, prior to such item being placed in the Employee's personnel file. This shall not include background investigation material.

**Section 7. Union Access To Premises.** The Employer agrees that accredited representatives of the Union (to include legal counsel representing the Union or Employee) shall have access to the premises of the Employer during regular business hours, for reasonable periods of time, to conduct Union business. Such representatives shall give advance notice of their desired meeting to the Sheriff or designee who will approve the time and place.

## **ARTICLE V: GRIEVANCE PROCEDURES**

### **Section 1. Definition and Prompt Filing**

A. For the purpose of this Agreement, the term "grievance" is any dispute, controversy or difference between one or more Employees covered by this Agreement, arising during the term of this Agreement, on any issue regarding the meaning, interpretation or alleged violation of the terms and provisions of this Agreement, or any rules or regulations pertaining to hours, wages, working conditions or other conditions of employment. Grievances of punitive action not resulting in loss (i.e. Oral or written reprimands, probation) shall be handled under the provisions of this Article. Grievances involving loss (i.e. suspension/ loss of rank/ fines/termination) may be advanced to Step 3 of this Article.

B. For the purpose of this Article, the term "days" shall mean work days unless otherwise specified.

C. A grievance must be presented within ten (10) work days after the date of occurrence or within ten (10) work days that the occurrence becomes known by the aggrieved Employee or the Union.

D. All grievances and related correspondence shall be in writing.

### **Section 2. Procedure**

Grievances shall be processed in the following manner:

Step 1: A grievance must be presented, in writing by the Union President, Vice President, or authorized Union Representative and the aggrieved Employee, to the Assistant Administrator. The grievance shall identify the provision(s) of the Agreement in violation or dispute between parties. The Union President or alternate and the aggrieved Employee shall meet and review the grievance with the Assistant Administrator within ten (10) work days after the grievance has been filed. The Assistant Administrator shall respond in writing to the Union President/ alternate and the Grievant within ten (10) work days of such discussion.

Step 2: Within ten (10) work days after receiving an answer from the Assistant Administrator, if the grievance has not been satisfactorily resolved, the Union President or alternate and the aggrieved Employee shall file a written appeal consisting of the original grievance, the disputed answer of Step 1, and any additional relevant documentation with the Administrator/Sheriff. The Administrator/Sheriff shall call a meeting with the parties involved to hear arguments. Such meeting shall be scheduled within ten (10) work days upon receipt of the appeal. The Administrator/Sheriff shall then render a written decision within ten (10) work days of the meeting. Copies of the written decision shall be forwarded to the Grievant and Union President.

Step 3: If the grievance is still unsettled, the Union may within ten (10) work days after the reply of the Sheriff, submit the grievance to a Grievance Hearing Official. A hearing will be arranged within ten (10) work days of the appeal (30 calendar days for disciplinary Hearings). The Grievance Hearing Official will be mutually determined by the Sheriff and the Union. The Hearing Official shall render a decision within ten (10) work days from the date of the hearing and forward such decision to the Grievant, Union President, and the Sheriff. The Sheriff shall then render a final decision, in writing, within ten (10) work days to the grievant and Union President.

Step 4: If the Union is not satisfied with the answer in Step 3, the Union shall notify the Employer in writing of the Union's desire to refer the matter to arbitration. The matter will then be referred to arbitration as outlined in Section 4 of this Article. Appeals must be made within thirty (30) calendar days after receipt by the Union of the Employer's final answer in Step 3.

**Section 3. Time Limits.** If a grievance is not appealed by the Union to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the last answer. If the Employer fails to respond to the grievance within the specified time limit or any agreed extension thereof, it shall be considered settled in favor of the Grievant. The time limit in each step may be extended by mutual written (or e-mail) agreement of the employer and the Union representative involved in each step.

#### **Section 4. Arbitration Procedure**

Upon receipt of notice from the Union of the Union's desire to arbitrate a grievance, the Employer and the Union shall confer as soon as practical in an effort to select, by mutual consent, an impartial arbitrator. If the parties do not, within ten (10) work days of receipt of such notice, agree upon the selection of an arbitrator then either party may request the Federal Mediation and Conciliation Service (FMCS) to furnish a list of seven (7) arbitrators. The Union shall strike the name of one (1) person on the list of seven and the Employer shall strike the second name. The procedure will be repeated in the same order and the remaining name shall be the person to be named as arbitrator. The arbitrator shall set a hearing as promptly as possible after the matter has been submitted to him. The award of the arbitrator shall be final and binding upon both parties and upon the employees involved, but in no event shall it be retroactive prior to the date that the grievance was first filed. The expense of the arbitrator, including his fee, shall be shared equally by the Employer and the Union.

The arbitrator shall have the power and authority to arbitrate only matters expressly made subject



to arbitration by the terms of this Agreement and shall rule on the points submitted to him for arbitration. The arbitrator shall have the power only to interpret this agreement and shall not have the power to alter it.

### **Section 5. Code of Public Laws of Allegany County**

In accordance with the applicable provisions of the code of Public Local Laws of Allegany County, Maryland Code, Court and Judicial Proceedings, Subtitle 3, Section 2-309, it is the understanding that the aforementioned grievance procedure provides the method for settling disputes arising between the parties pertaining to the application, meaning, or interpretation of the Agreement.

### **Section 6. Miscellaneous Provisions.**

(a) All Employer answers shall be in writing. If any written reply from the appropriate Employer level is not submitted within the allotted time, the grievance remedy shall be considered granted to the aggrieved employee/employees.

(b) If the aggrieved employee/employees fail to appeal any management decision within the allotted time, said decision shall be considered satisfactory.

(c) Any employee participating in the grievance procedure (including arbitration proceedings) shall not suffer a loss of pay while hearings are conducted during working hours.

(d) A grievance may be withdrawn at any level without prejudice or record.

(e) Two or more grievances on the same subject may be handled by the Employer as one grievance. When such a grievance situation occurs, the Union shall be notified and the answer directed to the appropriate parties.

(f) The Union President may initiate a grievance which affects all employees or a group of two (2) or more employees.

## **ARTICLE VI: DISCHARGE, DEMOTION AND DISCIPLINE**

**Section 1. Just Cause.** The Employer shall not discharge or discipline any employee without just cause. Just Cause shall not be required in the case of discipline or discharge of probationary employees.

**Section 2. Application.** All cases involving Discipline which could result in loss shall be handled in accordance with this Article and/or any applicable State or Federal Laws.

**Section 3. Statements.** No employees shall be required to make any statements, either written or oral, concerning an alleged offense prior to consultation with Union representatives or legal counsel. The employee shall have no more than ten (10) days to secure such representation. The employee shall be permitted the presence of a Union representative of their choice before any questioning is performed.

**Section 4. Past Infractions.** The Employer agrees to follow the principle of progressive

discipline.

**Section 5. Summary Punishment.** Summary Punishment may be used in instances where the facts of the case are not in dispute and the violation is not severe. Summary Punishment procedures shall be remedied in the following manner:

- a. Both parties agree to the facts of the violation.
- b. Both parties agree to summary punishment.
- c. The proposed discipline does not exceed three (3) days of actual unpaid suspension or a fine totaling \$150.00

If both parties agree to the proposed resolution, the recommendation shall be forwarded to the Sheriff. The Sheriff must approve the resolution before it becomes final. If the facts are not in dispute, but the punishment recommended under Section 5, c. is in dispute; the employee shall have the right to a Judicial Board review. This Judicial Board shall consist of a single, neutral party, mutually agreed upon by both the Sheriff and Bargaining Unit. This Judicial board shall make a recommendation to the Sheriff on the discipline. This recommendation may not exceed the limits of Section 5, c. The Sheriff shall then review the violation and recommendation of the Judicial Board. The Sheriff may then accept the recommendation of the Judicial Board as final, or may reduce the penalty. The Sheriff shall not increase the recommendations of the hearing board. In all instances where fines are levied, no more than \$50.00 shall be withheld from a single pay.

**Section 6. Non-Summary.** In instances where the facts are in dispute, and/or the proposed discipline exceeds the limits allowed under "Summary Punishment", the accused shall be entitled to appeal the recommendation beginning at Step 3 of the grievance procedures outlined in Article V or through the Hearing and Appeal Process set forth in Title 11, Subtitle 10, MD Correctional Services Code Ann. §11-1008-11-1011 ("Statutory Appeal").

The election shall be made by the affected employee within ten (10) days of notice being served that charges have been filed. Once the election is made, the decision is irrevocable. If the Hearing and Appeals Process (COBOR) is selected, the CBA grievance procedures may not be used.

**Section 7. Due Process.** No punitive action shall be taken against a Non-Probationary employee without just cause, and no loss of Property (work, income, position, rank, benefits, etc.) without due-process and a preponderance of evidence. Punitive actions should be progressive in nature unless the actions are so severe that lesser forms of discipline would not be prudent.

**Section 8. Limits to Corrective Action / Punishments.** The employer may take the following actions against an employee:

- a. Non-punitive corrective action. This shall constitute corrective actions that do not incur a loss to the employee. (May be appealed under Article V beginning at Step1)
  1. Oral or Written reprimands (documented and undocumented)
  2. Ordered training or re-training
  3. Counseling
  4. Disciplinary Probation (May not exceed 180 days. May be part of a larger, suspended punitive action)



- a. Punitive corrective action shall be limited to: (May be appealed under Article V, beginning at Step 3, or under the Hearing and Appeal Process set forth in Title 11, Subtitle 10, MD Correctional Services Code Ann. §11-1008-11-1011)
  1. Suspension with Pay
  2. Suspension without Pay
  3. Monetary fines (not to exceed \$150.00)
  4. Loss / forfeiture of earned Vacation Time (may not exceed 16 hours)
  5. Demotion in rank/ Transfer/ Loss of Recognized Position
  6. Dismissal

Individuals may waive any limit listed in this section and agree to an alternate punishment. This waiver may not be coerced under duress or threat of unreasonable punishment.

## **ARTICLE VII: SENIORITY**

**Section 1. Overall Seniority.** Seniority shall be defined as the length of continuous service within the bargaining unit based on the date of hire. This shall be referred to as “overall seniority”. Whenever more than one person is hired into the Sheriff’s Office on the same day, the seniority of such employee as it relates to the other employees hired on the same date shall be determined by the higher score on the employment examination.

**Section 2. Seniority Within Rank.** Seniority within rank (Corporal, Sergeant) shall be determined by date of promotion. Whenever more than one person is promoted on the same date, the seniority within rank shall be determined by the higher combined promotional score. Changes of rank within the bargaining unit shall not affect overall seniority as defined in Section 1.

**Section 3. Probation.** Until an employee has completed the one (1) year probationary period, he shall be designated as being on probationary status. During that period, he shall be on probation and may be terminated by the Sheriff, and neither the employee nor any representative on the employee’s behalf shall have recourse under the provisions of this Agreement as it applies to termination. Upon completion of the probationary period, an employee’s seniority shall date back to the date he was hired. This section does not apply to disciplinary probation.

**Section 4. Accrual.** Seniority shall not be broken by vacation, sick leave, injury leave, suspension, or any leave of absence with pay, approved leave without pay, or any call to military service.

**Section 5. Loss of Seniority.** Employees who may resign voluntarily or may be discharged for just cause shall lose all seniority.

**Section 6. Temporary Retention.** Any employee who accepts a promotion/ position within the Corrections Division of the Sheriff’s Office, but outside of the bargaining unit, shall retain seniority for a time limit of thirty (30) days. If after the thirty (30) days, any employee who returns to the bargaining unit shall be least in seniority within the bargaining unit and rank assigned.



**Section 7. Disputes.** In the event of a dispute between employees concerning any issues not covered by the terms of this Agreement, all other things being equal, overall seniority shall prevail.

**Section 8. Reductions.** In the event of a reduction of force, the employee with the least seniority shall be laid off first. If employees that were laid off first are recalled, it shall be by inverse seniority, with the most senior employee called back first. Employees in lay-off status will retain their seniority for two years.

**Section 9. Classification.**

(a) There are two (2) job families within the Sheriff's Office. These are Law Enforcement and Corrections. It is understood that deputies do not have the right to change shifts or transfer into Correctional Division and correctional officers do not have the right to change shifts or transfer into Law Enforcement Divisions based on seniority within the Sheriff's Office.

(b) In the event an employee accepts a position from Law Enforcement to Corrections or from Corrections to Law Enforcement, that employee loses seniority in the classification the employee transferred from and will become least in seniority in the classification the employee transferred to.

## **ARTICLE VIII: VACANCIES**

**Section 1. Reductions**

As part of this agreement, the Employer agrees that it will not reduce the number of all Correctional Staff within the bargaining unit below the current funded staffing levels; however, vacant positions may remain unfilled at the Sheriff's discretion. Vacancies that could result in the jeopardy to the safety of the employees or inmates shall be filled promptly.

**Section 2. Vacancies**

- A. General vacancies in the bargaining unit may be filled by the Employer according to guidelines set forth by the Police and Correctional Training Commission.
- B. Vacancies in specialized positions within the Bargaining Unit shall be filled in the following manner:
  - 1. positions are currently recognized as specialized assignments under Section 2, BNotice of vacancy shall be posted and announced in-house within ten (10) work days following the vacancy
  - 2. Employees shall be given ten (10) work days to make application to fill the vacancy
  - 3. All employees applying for a specialized position shall be required to take a test and/ or interview for that position. The test shall be specific for the position.
  - 4. The position shall be awarded within thirty (30) calendar days following the last day to apply for the position. An extension of the time may be granted if mutually agreed to by the Employer and Union or in cases of promotional exams.
  - 5. The following .

- a. Corrections Sergeant
- b. Corrections Corporal
- c. Standards Officer
- d. Firearms Instructor
- e. Transportation Corporal
- f. Transportation Cadre
- g. Work Crew Officer (County Crew)

**Section 3. Newly Created Positions:** Newly created positions within the Bargaining Unit shall be filled according to Article VIII, Sec. 2 if such position meets the need to be considered a specialized position. The Employer and Union will discuss the terms and conditions of any newly created positions.

**Section 4. Shift Vacancies:** Shift vacancies that occur during the year will be posted within ten (10) work days of the vacancy. Employees will be given ten (10) work days to sign up for the vacancy. The position will be awarded to the senior employee signing for the vacant position and the shift change will take effect within ten (10) work days or when staffing levels allow. If no employee signs up for the vacancy and the vacancy must be filled for staffing purposes, the least senior, qualified employee shall be assigned to the vacant position.

#### **ARTICLE IX: ASSIGNMENTS AND TEMPORARY ASSIGNMENTS**

**Section 1. Compensation.** An Employee who is reassigned to a lower classification on a temporary basis shall be paid his regular rate of pay. If an Employee is temporarily assigned to perform the duties of a higher classification, the employee shall receive his regular rate of pay plus five percent (5%). This paragraph does not apply to corporals serving as inmate services supervisor.

**Section 2. Time Limits.** Any temporary assignment/ job duty outside of the normal duties of the Correctional staff that lasts longer than thirty (30) calendar days consecutive, shall be made a permanent, recognized position within the bargaining unit and shall be filled according to Art. VIII.

**Section 3. Overtime.** All overtime as assigned by the Sheriff performed in a higher classification shall be computed on the higher rate of pay as described in Section 1.

#### **ARTICLE X: TRAINING**

**Section 1. Academy Training/ Certification.** Provided that training is available to the employee through the appropriate County, State, or Federal agencies, the employer shall provide training for the appropriate certification for new employees within one (1) year following the date of hire

**Section 2. Travel.** In accordance with the Fair Labor Standards Act (FLSA), Employees shall be eligible to receive compensation for required travel on official business. Both drivers and passengers shall be compensated. To the extent practicable, the Employer agrees to schedule the



travel of Employees for official business to occur within an Employee's regularly scheduled workweek. When travel on official business is required outside of the Employee's regularly scheduled workweek, such travel, with proper authorization, shall be considered hours of work for pay purposes. An Employee who elects, for personal reasons, to travel other than at the time provided or arranged by the Employer, may not be eligible to receive compensation under this section.

**Section 3. Availability.** Training opportunities shall be made equally available to all employees. When limited training opportunities are available, the classes shall be awarded to the most senior employees requesting/ signing up for the training/ class. In cases where senior employees are denied training, a written explanation showing cause for the denial shall be provided to the employee upon request.

**Section 4. Employment Agreement.** Employees who fail to meet their initial employment agreement shall be assessed a reimbursement fee. Only the costs associated with attending the Correctional Training Academy (to include Compensation for travel, lodging, Academy attendance and Academy fees) may be sought. The payment of regular wages not associated with the Academy and other earned benefits may not be assessed or recovered. The reimbursement on wages shall be reduced by one third (1/3) for each year of service.

**Section 5. Re-Training.** Employees who have been absent, or have been working assignments outside of the Detention Center for an extended period, may be required to undergo re-training as deemed necessary by the employer.

## **ARTICLE XI: HOURS OF WORK**

**Section 1. Work Day.** The regular hours of work each day shall be consecutive. The work day begins at 12:01 a.m. and ends at 12:00 midnight.

**Section 2. Work Week.** The work week shall consist of five (5), eight (8) hour work days. Regular days off shall be scheduled on consecutive days. The work week shall be considered as beginning at 12:01 a.m. Sunday and ending 12:00 midnight the following Saturday. Alternate schedules may be adapted upon agreement between the Employer and Union, or the Employer and individual Employee.

**Section 3. Schedules.** Work schedules showing the Employees' shifts, working days, and hours, shall be made available to staff at all times. Any changes to employees' work schedule due to staffing or training issues shall require a two (2) week notice. This notice may be waived by the affected Employee and does not prevent mandatory overtime.

**Section 4. Shift Assignment.**

A. Shift preference will be by overall seniority for officers, or by seniority within rank for officers with rank (Cpl., Sgt.), with the senior officer changing shifts with the officer with the

least seniority on the shift he wishes to transfer. Corporals may only switch with other Corporals; Sergeants with other Sergeants.

B. Employees will be given an opportunity to change shifts on, or about, January 1 of each calendar year. An employee wishing to make a shift change must submit a shift preference request form to the Sheriff or his designee by no later than December 1 of each calendar year. All employees affected by the change will be notified in writing by the Sheriff or his designee within (10) working days after the submission deadlines. Those employees who are being changed will then be given the opportunity to transfer to another shift if eligible. Employees shall have the opportunity to request on post assignments every three (3) months; award will be made by the Sheriff or designee. Beginning January 1, 2017, all requests for shift preference shall be submitted no later than November 1 of each calendar year.

C. There are specific assignments within the bargaining unit that are exempt from shift changes and bumping (except through reduction of work force). These assignments when vacated shall be filled according to Article VIII. Those assignments are listed as follows:

1. Standards Officer
2. Work Crew Officer
3. Transportation Corporal
4. Transportation Cadre

D. Employees on probationary status are exempt from shift change during their first six (6) months of probation. Employees on probationary status also may not change shifts with other employees on probationary status. Shift assignments for Probationary employees during their first six (6) months will be designated solely by the Sheriff or his designee. This section does not apply to employees on disciplinary probation.

E. Under this section, The Sheriff shall have the final right to determine the shift each employee is assigned for the safe, efficient operations of the facility or family or medical hardships. Employees displaced to accommodate an individual moved for a hardship will only be displaced for a maximum of one (1) year. The Sheriff may elect to move employees for shorter periods of time and return them to move the next senior person for the same period of time. If the hardship still exists after one year, then the employee who was displaced may return to their shift and the next senior person shall be moved, etc.

## **ARTICLE XII OVERTIME**

**Section 1. Procedures for call-outs.** When manpower is needed to carry out unforeseen functions, absences, training requirements, or other manpower related issues; the administration may use overtime (either scheduled or unscheduled) to maintain proper staffing levels within the detention center. Overtime shall be offered in such a manner that will provide equal opportunity for all eligible personnel. Overtime shall be offered within the classification needed (supervisory and non-supervisory). Each classification shall maintain a call-out roster in descending order based on seniority (highest to lowest). The call-out shall start with the most senior person eligible and continue down the list until the overtime is filled. The next call-out for overtime



shall begin with the first eligible employee directly after the last employee on the list to accept overtime. This rotation shall remain in continuous effect and shall not re-set. When more than one overtime position is available at the time of the call-out; the overtime shall be offered based on the earliest overtime needed by date and then by shift. Each vacancy shall constitute a separate overtime opportunity.

**Section 2. Drafting:** In instances where manpower is needed to operate the detention center and no employee voluntarily accepts overtime as is described in Section 1, forced overtime or "drafting" may be implemented. A draft list shall be maintained listing all eligible employees, based on seniority, from highest to lowest. When necessary, the draft list shall be used to cover overtime. Personal Days may not be used to avoid the draft or prevent staff from being drafted.

Drafting shall be done by the following procedure:

- A. The least senior person (in the classification needed) who has not been marked off the draft list who is contacted by the Shift Supervisor or designee, may be drafted.
- B. Contact may be made by telephone, radio, or in person.
- C. Once notified of being drafted, the employee is obligated to report to work or remain to cover the shift.
- D. Once an employee has worked four consecutive hours of either voluntary or forced overtime, they shall be marked off the current draft list. Once marked off the current list, that employee may not be drafted again in this manner until all employees have been marked off the list and the list has been re-set.
- E. The draft list shall reset after the last person on the draft list completes a qualifying shift. Those employees on extended approved leave (ie military, vacation, etc) shall be considered ineligible and the list may be reset. Upon completion of the last eligible shift (not less than four (4) hours but up to eight (8) hours) the new draft list shall take effect. Any officer working four (4) consecutive hours of overtime after the list has reset, shall be marked off the new list.

**Shift Drafting.** When no employee who is eligible to be drafted can be contacted, the overtime may be filled using a Shift Draft. A Shift draft shall occur when an employee must be held over to cover the shift immediately following his shift.

- A. The Shift Supervisor shall "Shift Draft" an on-duty employee to cover a shortage for a shift immediately following.
- B. Shift Drafting shall be based on seniority from lowest to highest from those employees currently working an assigned shift immediately preceding the shift needing coverage. Employees working outside of their assigned hours, shall not be eligible (i.e. overtime)
- C. Shift Drafting shall be based on who has not been previously Shift Drafted, or who has had the fewest number of Shift Drafts.
- D. When an employee has been Shift Drafted, a notation of the shift worked and date shall be maintained on a Shift Draft List. This Shift Draft List shall be the basis for who may be Shift Drafted on following occasions.
- E. A normal shift draft shall consist of a minimum of four consecutive hours worked past the regular shift, but if the on-duty Shift Supervisor authorizes the drafted employee to depart

early because overtime is no longer needed, the Shift Draft shall be fulfilled after two consecutive hours. This applies only to Shift Drafts and does not include splitting the overtime with another employee.

**Section 3. Approved Leave Exemption.** Employees who have pre-approved leave scheduled for the date that overtime is needed shall be in-eligible for voluntary overtime or drafting with the exception of the implementation of the Emergency Recall Plan (ERP). This section does not apply to regularly scheduled days off that immediately precede or follow scheduled leave unless such days are part of extended sick leave. Sick leave that is pre-scheduled for an appointment shall be exempt from this section providing that the pre-scheduled sick leave is two (2) hours or less. In such cases, the computation of overtime hours shall be based on Section 5 of this Article..

**Section 4. Two Hour Minimum.** Any officer who is called in to work by either the voluntary overtime or drafting, or who is required to remain at work by "Shift Draft", or is ordered in to work outside of their regular scheduled hours, shall be entitled to work at least two hours of overtime once that employee has reported to the facility. If the employee is contacted prior to reporting for the overtime assignment and advised he is no longer needed, the employee is not entitled to the two hours minimum. This cancelation must be directly relayed either by phone, radio, or in person. The employee may waive this section, but will only be compensated for the actual overtime worked.

**Section 5. Computation of Overtime.** Computation of hours for overtime shall be based on the Forty (40) hour work week. Any time over forty (40) hours in the work week shall be compensated as overtime. Approved Vacation, Personal Leave, Holiday Leave, Compensatory Leave, Flexible Leave, Family Medical Leave, Funeral and/or Sick Leave shall count the same as normal work time toward the calculation of the forty (40) hours for the pay week. When leave is used on the same calendar date as when overtime is worked, the actual working hours will be counted towards the Forty (40) hour week first, and only the amount of leave needed to make up the difference shall be deducted, or only the additional hours over Forty (40) shall be compensated as overtime.

**Section 6. Compensation.** Overtime shall be compensated at one and one-half (1 ½) the normal rate of pay the employee would be paid for working that date.

**Section 7. Compensatory Time.** Compensatory time may be taken in lieu of overtime pay when agreed to by both the employee and employer. Compensatory time shall be calculated the same as overtime; one and one-half (1 ½) times the hours worked. Employees may accrue and carry up to (80) hours of Compensatory Time for the fiscal year (July 1 through June 30).

**Section 8. State of Emergency.** When a "State of Emergency" is declared, and the Sheriff determines that it affects Allegany County, Md., all employees working their regular hours will be compensated at a rate of "time + time" during the emergency. All employees working "overtime" during the declared "State of Emergency" shall be compensated at a rate of "time + time and a half"



## ARTICLE XIII: VACATION

**Section 1. Accrual.** Employees shall accrue vacation leave (Paid time off) each year according to the following schedule:

|                                                                                 |         |
|---------------------------------------------------------------------------------|---------|
| Hire date through Twelve (12) months of continuous service.....                 | 6 days  |
| Thirteen (13) months through Forty Eight (48) months.....                       | 10 days |
| Forty Nine (49) months through One Hundred Eight (108) months.....              | 15 days |
| One Hundred Nine (109) months through One Hundred Eighty (180) Months.....      | 20 days |
| One Hundred Eighty One (181) Months through Two Hundred Forty (240) Months..... | 22 days |
| Over Two Hundred Forty Months of continuous service.....                        | 25 days |

**Section 2. Probationary Exemption.** Probationary employees (New Hires) shall not be able to utilize accrued vacation time during the first six (6) months of employment.

**Section 3. Annual Carry Over.** Employees may carry up to 200% of their earned annual vacation at any one time. Vacation earned over the 200% maximum shall be converted into sick leave at an hour for hour rate. In the event of death, resignation, furlough, retirement, or discharge of any eligible employee, said Employee or his heirs shall be entitled to receive full compensation for vacation time accrued.

**Section 4. Submitting for Time Off.** Submitting and approval of vacation time shall be handled in the following manner:

A. Beginning December 1 and no later than December 15 of the calendar year, each employee may submit for pre-approved days off for annual leave for the following year based on the following procedure (Beginning in 2017, the window for submitting for pre-approved leave shall be adjusted to November 15 and no later than December 15):

1. Employees with twenty-five (25) or more years of service, may select up to eighteen (18) days total.
2. Employees with over twenty (20) years of service, but less than twenty-five (25) years of service, may select up to fifteen (15) days total.
3. Employees with over fifteen (15) years of service but less than twenty (20) years of service, may select up to thirteen (13) days total.
4. Employees with over nine (9) years of service but less than fifteen (15) years of service, may select up to eleven (11) days total.
5. Employees with over four (4) years of service but less than nine (9) years of service, may select up to nine (9) days total.
6. Employees with four (4) years of service or less, may select up to seven (7) days total.

Employees may schedule vacation, compensatory, holiday time, personal leave or a combination thereof in accordance with the above schedule. After all employees with leave available to do so have been given an opportunity to select an initial week of vacation,(Employees on a 5 and 2 schedule may elect to only select 5 days) employees that have additional vacation time available

may then choose additional vacation time as performed for the first rotation. The selection must be based on available staffing levels for the requested block of days. The selections at subsequent rotations must be in blocks of at least three (3) but no more than six (6) consecutive days if, either between regularly scheduled days off or around regularly scheduled days off. Employees with less than three (3) days available, must schedule all three days consecutively. No more than three (3) total rotations shall be conducted for pre-approved leave.

These requests shall be granted based on over-all seniority from highest to lowest. Employees may elect not to submit for some or all available leave under subsection A. Other requests for vacation leave shall be handled as outlined in subsection B.

B. Requests for vacation time not scheduled under Section 4.A may be submitted for the entire calendar year beginning on January 2 of that year through January 2 of the following year. The scheduling administrative officer shall approve/deny requests based on the following guidelines:

1. By date of submission: first come/first served. In the event of multiple slips submitted on the same date, over-all seniority shall prevail.
2. Available manpower: requests may be denied due to actual manpower issues at the time of approval/denial. This shall be based on the required shift minimums needed to operate the facility. The orderly operations of the facility must be considered.
3. Available accrued vacation/leave time. The employee must have enough time saved to cover the request.
4. Requests will be approved/denied within fourteen (14) days after submission and returned to the employee.
5. Requests submitted less than fourteen (14) days ahead of the requested days off, shall be accordance with Departmental S.O.P.'s (SOP# 003-12) and shall be approved/denied according to the above guidelines in a timely manner.
6. All requests for time off must be submitted on a leave request slip unless otherwise stipulated under Departmental S.O.P.'s.

**Section 5. Record Keeping.** The Sheriff or his designed representative shall be responsible for establishing and maintaining accurate accounts of vacation time earned and taken by each employee within the Sheriff's Office.

**Section 6. Deductions.** Accrued leave time shall not be deducted from available leave balances until such time as said leave usage has been approved.

**Section 7. Vacation Buy Back Program.** Selling Back Earned Vacation Time: The Parties agree to follow the County policy Section 7.505 in effect on the effective date of this Agreement. The policy is attached as Appendix \_C\_.

**Section 8. Cancellation by Administration.** Once leave has been approved by the Employer, it may not be canceled except for activation of ERP. In the event that an employee is called back

to work while on vacation, that employee shall be reimbursed one and one-half (1 ½) times of the unused vacation balance. This section shall also apply to leave using compensatory time, personal leave, paid holiday leave, or any combination thereof. For the purpose of this section, when an employee has scheduled leave for the entire shift he regularly works, he shall be considered on vacation for the entire date. This section shall not apply if the Employee requests the leave be canceled or if the employee does not have the available leave accrued to cover the approved leave.

**Section 9. Scheduling Accommodations.** Management may adjust schedules of employees to accommodate requests for time off. Such rescheduling shall require a two week notice to the affected employee. Mutual agreement by the affected employee is preferred but not mandatory.

**Section 10. Cancellation by Employee.** Employees may not cancel any more than three (3) leave requests in a calendar year once approved. The Employer may waive this limit for appropriate circumstances. Cancellation of approved groups of consecutive days, or any single day, shall constitute a single cancellation occurrence. If an employee requests consecutive days off and is unable to receive approval for a portion of the requested leave, the employee may elect to rescind the entire request. This shall not constitute a cancellation occurrence.

#### **ARTICLE XIV: HOLIDAYS WITH PAY AND PERSONAL DAYS**

**Section 1. Recognized Holidays:** The following days shall be recognized and observed as paid holidays:

|                        |                         |
|------------------------|-------------------------|
| New Year's Day         | Labor Day               |
| Martin Luther King Day | Election Day            |
| Maryland Day           | Veteran's Day           |
| Good Friday            | Thanksgiving Day        |
| Memorial Day           | Day after Thanksgiving  |
| Independence Day       | December 25 (Christmas) |

**Section 2. Holiday in lieu of Vacation:** Should a holiday fall during an employee's vacation period, he will be credited that holiday in lieu of the Vacation Leave for that date.

**Section 3. Holiday Compensation:** Employees shall have the option of receiving an additional eight (8) hours of pay or saving eight (8) hours of holiday time for later use, for each of the holidays listed in Section 1. This shall be accrued/ awarded on the date of the holiday. In Addition, Employees working overtime on the Holiday shall be compensated at a rate of "Time + Time".

**Section 4. Special Holiday Compensation:** Employees who work on Thanksgiving Day, December 25th or January 1st, shall be compensated at a rate of "Time and a Half" (1 1/2 times) their normal rate of pay. Employees working overtime on these dates shall be compensated at a rate of "Time + Time and a Half"(2 ½)



**Section 5. Retention:** Employees cannot retain more than four (4) holidays at any one time. Any saved holidays must be used by June 30th of each year. Up to two (2) holidays not used by June 30th shall be paid out at the regular rate.

**Section 6. Use:** Saved holiday time and Compensatory Time may be submitted for use the same as Vacation Time under ART. XIII, Sect.4, A&B.

**Section 7. Personal Days:** Officers employed on July 1 of each year shall receive five (5) personal days. These days may be utilized by employees for paid time off for personal reasons. Forty Eight (48) hours notice will be given to the employer or authorized personnel except in cases of an emergency, where two (2) hours notice must be given. Personal Days cannot be denied due to staffing issues. Personal days may not be used on any Paid Holiday listed in ART XIV Sec 1. Personal days may not be used on December 24, 26, 31 and January 2 unless approved by Sheriff or Assistant Administrator. At the end of the fiscal year, employees who still retain Personal days may sell back two (2) remaining personal days at the regular rate of pay.

**Section 8. Pro-Rated Personal Days:** New Employees hired between July 1 and June 30 will receive personal days on a pro-rated basis, based on the date of hire, as follows:

|                         |        |
|-------------------------|--------|
| July 1 – September 30   | 5 days |
| October 1 – December 31 | 4 days |
| January 1 – February 28 | 3 days |
| March 1 - April 15      | 2 days |
| April 16 – June 30      | 1 day  |

## **ARTICLE XV: SICK LEAVE**

**Section 1. Definition:** Sick leave is paid leave that may be granted to each eligible employee who, by reason of sickness or injury, outside the scope of his employment, becomes incapacitated to a degree that makes it impossible for him or her to perform the duties of their position, becomes incapacitated to such a degree that his safety or the safety of others could be jeopardized, or who is quarantined by a physician because of being exposed to a contagious disease or illness. Sick leave may also be used for medical, dental, or optical examinations and treatments

**Section 2. Accrual:** Each employee shall be entitled to accumulate sick leave at the rate of 4.62 hours per pay period or a maximum of one hundred and twenty (120) hours per year. Every eligible employee shall be entitled to accumulate unused sick leave from year to year without any limitation and to use all or part of the same for any illness. In the event of the death of any eligible employee, or the retirement of an employee who shall have qualified for sick leave under this article, said employee and his dependents shall be entitled to receive compensation for earned and accumulated sick leave up to one hundred twenty (120) days paid at 100%.

**Section 3. Probationary Employees:** Sick Leave earned during the first six (6) months of employment (Probationary Period) will not be allowed to be utilized until the employee has

completed six (6) months of employment. Paid sick leave may be granted to probationary employees under extenuating circumstances as determined by the Sheriff or designee. Verification shall be provided upon request for any paid sick leave granted during the first six (6) months of employees' probationary period.

**Section 4. Notice:** If an employee is taken ill away from work, they should communicate with the on-duty Shift Supervisor at least two (2) hours before time for their shift, unless there are unavoidable circumstances or conditions.

**Section 5. Verification:** Employees are required to produce a doctor's certificate in order to receive credit for sick leave pay over three days of illness. In order for the doctor's certificate to be recognized as valid, the certificate must verify the dates of treatment and date seen by the doctor (this date must be during the sick leave absence and must be returned to a supervisor upon the first day the employee returns to work). For a period of less than three days, no certificate is required. A doctor's certificate may be required at the Sheriff's discretion, in the event that an employee is suspected of abusing sick leave. Examples of abuse of sick leave that may result in mandatory certification include, but are not limited to:

a. Excessive use and/or abuse of sick leave can be defined as a consistent pattern of unscheduled absences which have a negative impact on the employee's ability to accomplish the duties and requirements of their position. There is a pattern of the employee's absences when there are consistent absences on a particular day of the week, the day before or after a scheduled holiday, or based upon observation or other relevant evidence that there is reason to believe that the employee is not sick. An employee who exhibits excessive use or abuse of sick leave may be sanctioned in accordance with Departmental Policy.

**Section 6. Non-Absence Incentive:** Employees shall receive a "non-absence incentive" equivalent to eight (8) hours regular pay upon completion of six (6) consecutive months of scheduled work days without the use of sick leave. This excludes Probationary Employees, who are not allowed to use sick leave.

**Section 7. Appointments:** The employer may require at least seven (7) days notice for all scheduled physician appointments (excluding emergencies).

## **ARTICLE XVI: OTHER LEAVE**

**Section 1. Funeral Leave:** All employees covered by this Agreement shall be granted five (5) working days off with pay for a death in the employee's immediate family. Such days must be clustered before, after, or around the day of the funeral. The immediate family shall be construed to mean the Employees' Husband, Wife, Brother, Sister, Child, Grandparent, Step-Child, Grandchild, adopted child, Father, Mother, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Son-in-law, Daughter-in-law, Step-Brother, Step-Sister, Step-grandparents, or Step Parents and any other family members the Employer includes.

**Section 2. Administrative Leave/ Suspension:** When an employee is placed on administrative leave or administrative suspension as the result of an incident occurring as part of his official



duties, such time off shall be with full pay and benefits. This clause does not apply to normal disciplinary action taken by the Employer.

**Section 3. Maternity Leave:** Maternity leave shall be granted in accordance with Federal Legislation and provisions under the Family Medical Leave Act.

**Section 4. Worker's Compensation:** Worker's Compensation leave shall be paid to an Employee who is temporarily disabled because of an accidental injury or illness sustained directly in the performance of an Employee's work, as provided for in the Worker's Compensation Law of the State of Maryland. Worker's Compensation leave shall be governed by the

Worker's Compensation law of the State of Maryland and Allegany County policy as set forth in Article 7.4 of the Rules and Regulations Governing Employees of Allegany County.

If an employee is injured by an act committed by an inmate at the Allegany County Detention Center, and such action by an inmate is chargeable as violation of the criminal law of the State of Maryland, or during a use of force by an Employee while performing his official duties under the Detention Center's use of force policy, that employee will be entitled to leave with full pay and benefits until he is certified to return to work. Such leave will not be chargeable to accrued sick leave or vacation leave, but any monies received as pay from Worker's Compensation, may be applied against their earnings, exclusive of a full award of settlement. At such time as an employee may be determined to be disabled to such an extent as to be unable to return to full employment, then full pay and benefits provided herein shall continue for an additional period of one year; at which point they shall terminate and the employee may seek a medical retirement. Upon retirement, the full pay and benefits provided herein shall be terminated and retirement benefits shall begin. The employer shall give written notification to the affected employee upon the date the one (1) year period begins towards medical retirement or full return to work status.

**Section 5. Jury Duty/ Witness Leave:** In the event an employee is required to perform jury duty or serve as a witness under court subpoena in a case to which he is not a party, he will receive their regular rate of pay for such time as he is required to be away from his job during his regularly scheduled hours of work and shall be required to return to his regular shift upon release from court.

## **ARTICLE XVII: MILITARY SERVICE**

**Section 1. Military Leave:** Any employee of the County, covered by the terms of this Agreement, who is a member of the National Guard or of any reserve component of the Armed Forces of the United States will be entitled to a leave of absence without loss of time or annual sick leave or vacation rights during which he is engaged in the performance of official duty or training in this State, or in the United States, under official orders. While on such leave, said employees shall receive regular salary, less the amount of military pay, for a maximum of fifteen (15) calendar days in any one calendar year.

**Section 2. Federal Compliance:** The County will comply with all legal obligations established



by the Uniformed Services Employment and Reemployment Rights Act of 1994.

## **ARTICLE XVIII: HEALTH CARE AND WELFARE**

**Section 1. Health Insurance:** During the term of this Agreement, the County shall provide a health insurance plan for all full-time employees and their dependents, in accordance with the following:

**Section 2. Pre July 1, 2006 Hires:** Employees hired prior to July 1, 2006, shall pay an employee health insurance premium of eight percent (8%) of the total cost per coverage level (i.e., 8% of family, employee/spouse, parent/child, or individual coverage).

**Section 3. Post- July 1, 2006 Hires:** Employees hired on or after July 1, 2006, shall pay a health insurance premium of two percent (2%) of the total County cost for individual coverage, plus twenty-two percent (22%) of the total County cost for dependent coverage.

**Section 4. Life Insurance:** Life insurance of all full-time active employees shall be provided by the Sheriff in the amount of twenty-five thousand dollars (\$25,000).

**Section 5. Death Benefit:** Upon retirement, a death benefit in the amount of six thousand dollars (\$6,000) shall be provided to an employee with at least ten (10) years of service.

**Section 6. Retiree Health Insurance:** a. The Non-Medicare Eligible Retiree Health Insurance benefits plan will be provided to full-time employees who retire directly from County service and who are at least 62 years of age and have completed ten (10) years of continuous service or who have twenty-five (25) years of continuous service regardless of age. Individuals employed after July 1, 1997 will be responsible for Twenty-Five per cent (25%) of health insurance premiums upon retirement. The County will not allow for additional dependents to be added to any retiree's current policy after retirement, regardless of the date of retirement.

b. Retirees are automatically transferred to a private Medicare exchange plan, and receive benefits under the plan, as of the first day of the month in which Medicare eligibility is attained. An HRA account will be established on behalf of each retiree into which a predetermined dollar amount is placed monthly by the Employer. Retirees will select a Medicare Supplemental Plan from health participating insurers and plan options and/or use the dollar amount to pay for uncovered medical expenses at the retiree's option.

**Section 7, Waiver of Insurance:** In the event an Employee elects not to enroll in the health insurance program, the Employer shall reimburse the Employee fifty (\$50.00) per month in order to pay for coverage under a spouse's policy, unless the spouse is also covered by the County Health Insurance Plan. Proof of other coverage is required.

## **ARTICLE XIX: WAGES**

**Section 1. Wages:** All employees who were hired prior to July 1, 2016 shall receive a Two Thousand dollar (\$2000) increase to their base salary. This amount is retroactive to July 1, 2016. The starting salary of all employees hired on or after July 1, 2016 shall be increased by One Thousand dollars (\$1000)..

**Section 2. COLA:** the COLAs shall be applied as follows:

- On July 1, 2017, current employees shall receive a 2% COLA on their base salary.
- On July 1, 2018, all Employees shall receive a 2% COLA on their base salary.

**Section 3. Shift Differential:** Upon ratification of the contract, Shift differential shall be paid as follows:

- 2400-0800 hours - shall receive One Dollar (\$1.00) per hour
- 1600-2400 hours - shall receive One Dollar (\$1.00) per hour

**Section 4. Direct Deposit:** The Sheriff will pay all employees bi-weekly through direct deposit.

**Section 5. Education Bonus:** Employees who attain a Bachelor Degree (BA or BS) in a law enforcement/corrections related discipline will receive a one-time bonus of two thousand dollars (\$2,000). Employees that attain an AA Degree in a law enforcement/corrections related discipline shall receive a one-time bonus of one thousand five hundred dollars (\$1,500.) Employees who attain a law enforcement/corrections certificate will receive a one-time bonus of seven hundred and fifty dollars (\$750.00).

**Section 6. Firearms Instructors:** The Firearms Instructors shall receive five hundred dollars (\$500) compensation in addition to their regular salary. This position will be held concurrently with the respective employee's regular position.

**Section 7 Longevity Bonus:** Correctional Officers who reach Correctional Officer II level shall receive an increase of One Thousand Five Hundred Dollars (\$1,500) to their base pay rate. Correctional Officers who reach Senior Correctional Officer level shall receive an increase of Seven Hundred Fifty dollars (\$750) to their base pay rate. Correctional Officers, Corporals, and Sergeants who have already received the three (3) and six (6) year longevity increases under a prior agreement, shall not be eligible for these increases.

**Section 8. Vision and Dental:** The Employer agrees to provide payroll deduction capability in order to implement a sponsored dental plan and vision plan.

**Section 9. Tactical Team:** Members of the Tactical Neutralization Team shall be paid a hazardous duty rate of "time plus time" (2X) their regular rate of pay when called out for emergency situations at the Detention Center, and shall remain in effect until released to normal operations. This section applies regardless of whether the employee is on duty or off duty at the time of the call-out. This section does not apply for scheduled training.

**Section 10. Field Training Officer:** MPCTC Certified Field Training Officers shall be

compensated an additional One Dollar (\$1.00) per hour, when working in such capacity.

## **ARTICLE XX: HEALTH AND SAFETY**

**Section . Safe Working Conditions:** The Employer and the Union shall cooperate in the enforcement of safety. Should an employee feel that his work requires him to be in an unsafe or unhealthy situation, the matter shall be considered immediately by supervision. If the matter is not adjusted satisfactorily, it may become the subject of a grievance and will be processed according to the Grievance Procedure. No employee shall be required to operate an unsafe piece of equipment or perform work in an unsafe or unhealthy condition as determined by supervision.

**Section 2. Uniforms:** Uniforms shall be provided, maintained, replaced on need, and laundered by the employer. The Employer shall make equipment available for correctional officers for transporting inmates.

**Section 3. Inmate Medications:** Correctional staff shall not be responsible for giving prescriptions to inmates.

**Section 4. Medical Staff:** Medical staff will be available for remedial assistance at the Detention Center.

**Section 5. Gear Allowance:** A safety gear allowance shall be provided by the Employer at a rate of one hundred and seventy-five dollars (\$175) per year for correctional officers, and Two hundred dollars (\$200) for Officers assigned to the County Crew, for use towards the purchase/replacement of authorized gear worn with departmental uniforms, payable within one month of July 1 of each fiscal year.

**Section 6. Drug Testing:** The Union and Employer agree to the adaption and implementation of an Employee Drug Testing Policy. Upon agreement and implementation, this drug testing policy shall be added to this Agreement as Appendix A.

**Section 7. Gym Membership:** The Employer shall provide a standard gym membership at Planet Fitness or other local location of the Employers choosing, for all interested employees. Employer is not required to maintain memberships for employees who do not use their memberships.

**Section 8: Physical Fitness Incentive.** An annual Physical Fitness incentive will be offered to all Correctional Staff covered by this agreement. The Annual Physical Fitness Standards are attached as Appendix B. Participation in the Physical Fitness Incentive shall be voluntary. No Employee shall be disciplined, or suffer any loss for not participating in, or successfully completing the Annual Physical Fitness Incentive. Employees who successfully meet the pre-set minimum standards for the Annual Physical Fitness Incentive shall receive a Two Hundred dollar (\$200.00) cash bonus. Employees who successfully complete the Physical Fitness Incentive above a pre-set benchmark shall receive a monetary bonus based upon the percentile



range the employee ranks in addition to the \$200.00 cash bonus for passing (listed below)

### **Physical Agility Incentive Bonus**

| Percentile                     | 1.5 mile | Push Ups | Set Ups | Vert. Jump |
|--------------------------------|----------|----------|---------|------------|
| 99 <sup>th</sup>               | 9:28     | 77       | 60      | 28         |
| 80 <sup>th</sup> (Benchmark 3) | 12:32    | 47       | 44      | 21         |
| 50 <sup>th</sup> (Benchmark 2) | 14:40    | 31       | 34      | 18         |
| 30 <sup>th</sup> (Benchmark 1) | 15:55    | 24       | 28      | 15         |
| 6 <sup>th</sup> (Passing)      | 19:47    | 9        | 14      | 11         |

Individuals who meet or exceed the passing percentile (6<sup>th</sup>) in all categories shall receive a \$200.00 Bonus.

In addition to the \$200.00 bonus, Individuals may receive additional bonuses based on the benchmark achieved in each individual category.

Benchmark 1 scores shall receive a bonus of \$37.50/ category

Benchmark 2 scores shall receive a bonus of \$75.00/ category

Benchmark 3 scores shall receive a bonus of \$112.50/ category

Benchmark Bonuses shall only be available to individuals who meet/ exceed the passing percentile in all categories. Benchmark Bonuses shall be paid out based on the highest benchmark achieved in each category.

### **ARTICLE XXI: NON DISCRIMINATION**

No employee or new hire will be discriminated against in accordance with Title VII of the Civil Rights Act and/or other applicable State or Federal Laws, amendments or Executive Orders. There shall be no discrimination or harassment of an employee because of the filing of grievances, or because of Union Affiliation or activity.

### **ARTICLE XXII: UNION LEAVE OF ABSENCE**

**Section 1. Long Term Leave of Absence:** Notwithstanding other provision of this Agreement, any employee elected or appointed as an employee of the union shall be granted a leave of absence without pay and benefits. Such Union leaves of absence shall be for a period not to exceed one (1) year, but can be renewed by the Employer upon written request of the union certifying the continuance of the reasons for the original leave. Such Union leaves of absence

shall not cause any loss of seniority.

**Section 2. Short Term Leave of Absence:** Leaves of absences with pay may be granted to attend and serve as delegates to conventions, organization conferences, or contract negotiation or training related to the Union. Not more than a maximum of twenty (20) man days will be used in any contract year. No more than three (3) delegates are to be released at any one time. The Union will provide, in writing, at least seven (7) days notice when an employee will be on a Union Leave of Absence.

### **ARTICLE XXIII: TERMINATION, CHANGE, OR AMENDMENT**

This Agreement shall become retroactively effective to July 1, 2016 and remain in full force and effect until June 30, 2019. It shall be automatically renewed from year to year, thereafter, unless either party shall give the other party written notice of desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party, in writing not less than sixty (60) days prior to July 1, 2019.

### **ARTICLE XXIV: INVALIDATION**

Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall only apply to the specific Article, Section, or portion thereof directly specified in the decision; provided, however, that upon such decision the parties agree, as soon as practical, to negotiate substitute language for the invalidated Article, Section or portion thereof.

### **ARTICLE XXV: NO STRIKE**

During the terms of this Agreement, the grievance provision of this Agreement and the remedies and procedures provided by statute shall be the sole and exclusive means of settling any dispute between the employees and/or the Union and the Employer whether relating to the application of this Agreement, economic matters, or otherwise, and accordingly neither the Union nor the employee will instigate, promote, sponsor, engage in or condone any strike, slowdown, sick out, concerted stoppage of work, or any other intentional interruption of work. The Employer shall have the right to discharge or otherwise discipline any employee who violates the provisions of the foregoing sentence; and, in the event a grievance is filed, the sole question for the arbitration shall be whether the employee engaged in the prohibited activity.

### **ARTICLE XXVI: RANK STRUCTURE AND CLASSIFICATION**

**Section 1. Recognized Chain-of-Command:** The recognized Rank Structure at the Detention center

shall be, from lowest in rank to highest: Correctional Officer, Correctional Corporal, Correctional Sergeant, Correctional Lieutenant, Correctional Captain, and Sheriff. Unless specifically appointed by the Sheriff, no Deputy or Patrol supervisor shall be considered as a part of the official chain of command.

**Section 2. Rank Description:** A. The rank of Correctional Officer shall be structured as follows:

1. Correctional Officer I: Entry level officers
2. Correctional Officer II: Officers who have successfully completed entry level training through the Maryland Correctional Training Commission, Successfully completed probationary period, and have two (2) full years of service at the Allegany County Detention Center as a Correctional Officer with no disciplinary issues.
3. Senior Correctional Officer: Officers who have Five (5) full years of continuous service at the Allegany County Detention Center as a Correctional Officer with no disciplinary issues.

B. The rank of Corporal shall be structured as follows:

1. Corporal I: Newly promoted Corporals
2. Corporal II: Corporals who have successfully completed the Supervisor's Training program (First Line Supervisor) and have at least Two (2) years of service within the rank of Corporal with no disciplinary issues.
3. Senior Corporal: Corporals who have at least five (5) full years Of service within rank with no disciplinary issues.

C. The rank of Sergeant shall be structured as follows:

1. Sergeant I: Newly promoted Sergeants
2. Sergeant II: Must have successfully completed two (2) full year of service within rank with no disciplinary issues.
3. Senior Sergeant: Must have successfully completed five (5) years of service within rank with no disciplinary issues.

Variations for the insignia for rank structure ( if any) shall be discussed by a committee appointed by the Sheriff and Union. Final approval for any decisions on uniform insignia shall rest with the Sheriff.

**Section 3. New Classification:** Should circumstances warrant the creation of a new classification(s) in addition to those designated, or if the Employer combines or changes the duties or requirements of an existing classification; the Employer will meet with the Union representatives to discuss establishment of a rate for said classification.

## **ARTICLE XXVII: PROMOTIONAL QUALIFICATIONS**

The Service Requirements for promotion eligibility are as follows:

Corporal – Four (4) years of continuous, uninterrupted service at the Allegany County Detention Center and be at a level of Correctional Officer II or higher.

Sergeant – Six (6) years of continuous, uninterrupted service at the Allegany County



Detention Center, must currently hold the rank of Corporal and achieved Corporal II classification or higher.

**PROMOTION CRITERIA/BREAKDOWN:** promotional criteria shall consist of a minimum four part evaluation process. No single part of the evaluation shall be worth any more than 25% of the overall score. Evaluations shall include a selection from the following:

- a. Written Test, ( must be specifically related to the duties of the position testing for) Oral Review Board (Consisting of three members from an outside correctional agency, with at least one member holding a similar rank/position)
- b. Oral Review Board ( Inner agency- consisting of three members of the Supervisory staff)
- c. Administrative Review/ Questionnaire (consisting of Lieutenants, Captain.)
- d. Peer Review Questionnaire
- e. Seniority ( cannot exceed 10% of overall point value, or may be added as bonus points)
- f. Sheriff Interview

A representative of the Union, and a representative appointed by the Employer, not participating in the promotional process, shall have the right to audit all parts of the promotional examination. This includes reviewing scores, notes of interviewers, evaluations, etc. The auditors shall have the right to challenge any aspect of the process where there is the appearance of bias or favoritism. Such challenge must be in writing and prior to any final award of promotion. The auditors shall not be able to be actively involved in any interviews or tests, may not ask questions, or answer any questions. The auditors shall receive and record scores from any interviews, or tests, initial and record scores, and forward the score totals and all related material to the Employer. The auditors shall not be allowed to divulge the specifics of scores but only to report on the validity and fairness of the process. The auditor must be equal to or a higher rank than the position being tested for.

Employees accepting promotion shall receive a five percent (5%) pay increase upon promotion to Corporal or five percent (5%) pay increase upon promotion to Sergeant, or shall be placed at an appropriate pay level as determined by the Employer.

After any promotion, an employee shall be considered on a probationary status for a period of six (6) months in that new position. If during the probationary period the employer, with just cause, believes that the employee is unable to perform in that position, then the employee shall be returned to his former position without loss in seniority. The employee accepting promotion would have the right to claim their former position within thirty (30) days without cause. If the employee elected to return to his former position, he would have the same seniority as when he left the position.

In the event that no applicant meets the requirements, or no eligible applicants apply or accept the position, the Union and the Administration will mutually come to an agreement on substitute requirements for all promotional requirements.

#### **CORRECTIONAL OFFICER:**

General responsibilities include:

Care and custody of inmates under the supervision of a superior and in accordance with standard operating procedures, occasional supervision of other correctional deputies of lower rank.

Examples of Work Include:

1. Search of inmates as well as living quarters in jail facility to detect and ensure compliance with

regulations.

2. Take official inmate counts and report to officer in charge.
3. Inspect inmate quarters and enforce regulations.
4. Operation of locks and doors to facility.
5. Patrol the facility with appropriate inspections of equipment in the interest and security and safety.
6. Supervise inmates in recreational pursuits.
7. Maintain constant vigilance, reporting any unusual occurrences or irregularities.
8. Perform all other related work as required.
9. Transportation of inmates and directing operating personnel.

#### CORRECTIONAL CORPORAL:

General responsibilities include: Management and administration of persons awaiting trial as well as persons convicted of misdemeanors or felonies, assigning work to subordinate personnel, evaluating employees, applying judgment decision to immediate problems, interpreting departmental policies and regulations, investigating complaints, managing daily operations of the assigned shift.

Examples of Work Include:

Search of inmates as well as living quarters in jail facility to detect and ensure compliance with regulations, directing subordinates in daily activities, and assigning work duties.

1. Take official inmate counts and report to officer in charge.
2. Inspect inmate quarters and enforce regulations.
3. Operation of locks and doors to facility.
4. Patrol the facility with appropriate inspections of equipment in the interest of security and safety.
5. Supervise subordinate officers.
6. Maintain constant vigilance, reporting any unusual occurrences or irregularities.
7. Perform all other related work as required.
8. Transportation of inmates and directing operating personnel.
9. Reviewing and approving forms, paperwork, and reports.

#### CORRECTIONAL SERGEANT:

General responsibilities include: Management and administration of persons awaiting trial as well as persons convicted of misdemeanors or felonies, assigning work to subordinate personnel, evaluating employees, applying judgment decision to immediate problems, interpreting departmental policies and regulations, investigating complaints, managing daily operations of the assigned shift, Supervising and directing sub-ordinate supervisors, maintaining proper staffing levels.

Examples of Work Include:

1. Plan, organize, and direct operating personnel.
2. Supervise interviews of inmates by police officials, attorneys, bail bondsmen, etc.
3. Enforcing regulations appropriate impartially.
4. Maintaining knowledge of institutional management as related to inmate affairs.
5. Periodic inspections of all operations.
6. Inspecting of reports.
7. Inspecting equipment.
8. Observing departmental personnel performance and taking appropriate corrective action where required.
9. Performing all other related duties as required.

## **ARTICLE XXVIII: MISCELLANEOUS**

**Section 1. Transportation of Inmates:** There shall be at least two (2) weapons qualified Correctional Officers assigned any time inmates are transported outside the Detention Center.

**Section 2. Shifts:** Recognized work shifts are as follows:

2400 – 0800 hours – first shift (Cat-eye shift)

0800 – 1600 hours – second shift (daylight shift)

1600 – 2400 hours – third shift (evening shift)

Officers may be assigned different hours of work to cover positions where the specific duties over-lap the regular shifts. Examples include: Medical Rover, Out of county transports, training.

**Section 3. Supervision of Inmates:** Only correctional officers who have (a) successfully completed a certified correctional academy, or who have (b) completed on post field training to the satisfaction of the assigned Field Training Officers and Training Director prior to the completion of a certified correctional academy, shall be able to supervise inmates. Staff other than those listed above, must complete a certified correctional academy to supervise inmates.

**Section 4. Recognized Positions:** The following are recognized positions within the correctional division:

Correctional Officer, Correctional Standards Officer, Transportation Corporal, Transportation Cadre, Correctional Corporal, Correctional Sergeant, Firearms Instructor, Inmate Work Crew Officer.

**Section 5. Labor/ Management Meetings:** The Employer shall agree to set up a committee between representatives of the Employees and Employer. The purpose of this committee shall be to conduct open communications between staff and management, provide for a harmonious work relationship between staff and management, to address potential conflicts or disagreements, and address any areas of concern and attempt informal resolution. The committee shall meet, at a minimum, bi-monthly. The committee for the Union shall include the Union President, Union Vice President, and one member selected from each shift. The committee for the Employer shall include the Sheriff and at least one member of the Detention Center's Administrative Staff. No retaliatory action shall be taken against committee members for discussion issues, but proper decorum must be maintained.



## **ARTICLE XXIX: MANAGEMENT RIGHTS**

The Employer retains all rights of management of the Correctional Division of the Sheriff's Office of Allegany County and the direction of its personnel except as expressly limited by this Agreement. These rights include but are not limited to, the right to plan, direct and control the operations or services to be performed in the County or by employees of the Sheriff's Office's Correctional Division, to schedule the work hours, to make and enforce work standards, to hire, promote, demote, suspend, discipline or discharge for just cause, or for other legitimate reasons, to make and enforce reasonable work rules and regulations, to introduce new and improved methods, materials, equipment, or to change existing methods, material, or equipment. These rights will not be exercised to discriminate against any employee because of their Union activity.