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**MEMORANDUM OF UNDERSTANDING**

**between the**

**OFFICE OF THE SHERIFF  
OF BALTIMORE CITY, MARYLAND**

**and the**

**MAYOR AND CITY COUNCIL  
OF BALTIMORE, MARYLAND**

**and the**

**BALTIMORE CITY SHERIFF'S LODGE NO. 22  
OF FRATERNAL ORDER OF POLICE, INC.**

**(Fiscal Years 2023-2025)**

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**Table of Contents**

Preamble ..... 2

Article I – Recognition and Unit Description ..... 2

    Section A – Recognition ..... 2

    Section B – Unit Description ..... 3

    Section C – Probation Period ..... 2

Article II – Dues Check Off ..... 3

    Section A – FOP Membership and Dues Deduction – Recognition ..... 3

    Section B – Remittance ..... 3

    Section C – Form for Deduction ..... 3

    Section D – Information to FOP ..... 4

    Section E – Changes to the Amount of Dues ..... 4

    Section F – Indemnification ..... 4

Article III – Rights of Employees/FOP Representatives ..... 4

    Section A – Selection of Grievance Representatives ..... 4

    Section B – Non-Discrimination ..... 5

    Section C – FOP Visitation ..... 5

    Section D – Use of Bulletin Boards, Inter-Office Mail and Electronic Mail ..... 5

Article IV – Management Rights ..... 5

Article V – Grievance and Arbitration Procedure ..... 7

    Section A – Definitions ..... 7

    Section B – Procedures ..... 7

    Section C – Time Calculations and Limitations ..... 9

    Section D – Other ..... 10

    Section E – Alternative Procedures ..... 10

Article VI – Compensation ..... 10

    Section A – Wage Rates and Adjustments ..... 10

Section B – Shift Differential .....11

Section C – Educational Incentive.....12

Section D – Field Training Officer Compensation .....13

Section E – Officer in Charge Pay .....13

Section F – Acting Pay .....13

Section G – City Detail Overtime.....14

Article VII – Hours, Work Schedule, and Overtime .....14

    Section A – Hours of Work .....14

    Section B – Work Schedules.....14

    Section C – Overtime.....15

    Section D – Compensatory Leave.....15

    Section E – Court Time.....16

    Section F – K-9 Officers.....16

    Section G – No Pyramiding of Overtime.....16

Article VIII – Leave.....17

    Section A – Annual Leave .....17

    Section B – Sick Leave .....17

    Section C – Special Leave Circumstances.....17

    Section D – Family Medical Leave & Maryland Healthy Working Families  
Act Leave.....19

    Section E – Holiday Leave .....19

    Section F – Personal Leave.....20

    Section G – Emergency Leave.....21

    Section H – Administrative Leave.....21

    Section I – Union Leave .....21

    Section J – Leave for Negotiations .....21

    Section K – Leave Procedures .....22

Article IX – Insurance.....22

Article X – Retirement Plan.....22

Article XI – Discipline.....	22
Article XII – Promotions and Transfers.....	23
Section A – Promotions .....	23
Section B – Voluntary Transfers.....	23
Section C – Involuntary Transfers .....	24
Article XIII – General Orders .....	24
Section A – Secondary Employment .....	24
Section B – Take Home Vehicle.....	24
Article XIV – No Strike or Lockout Clause .....	24
Article XV – Savings Clause .....	25
Article XVI – Miscellaneous .....	25
Section A – Personal Pronouns.....	25
Section B – Notices.....	25
Article XVII – Protection Against Liability .....	25
Article XVIII – Layoffs & Furloughs.....	26
Section A – Layoffs .....	26
Section B – Furloughs.....	27
Article XIX – Duration and Finality of Agreement.....	28
Section A – Duration .....	28
Section B – Modification .....	28
Section C – Successor Contract Negotiations.....	28
Addendum A – 2022-2023 Wage Scale.....	31
Addendum B – No Outstanding Grievances .....	36

**PREAMBLE**

This AGREEMENT, between the Office of the Sheriff of Baltimore City, Maryland (hereinafter referred to as the "Sheriff"), the Mayor and City Council of Baltimore, Maryland (hereinafter referred to as the "City,") and the Baltimore City Sheriff's Lodge No. 22 of Fraternal Order of Police, Inc., hereinafter referred to as the "FOP" or "Lodge" is effective the 1<sup>st</sup> day of July, 2022.

WHEREAS, the Sheriff, the City and the FOP, in consideration of the mutual covenants and promises herein contained, do hereby agree that the terms of the Agreement are as follows:

**ARTICLE I – RECOGNITION AND UNIT DESCRIPTION**

***Section A – Recognition***

The Sheriff and City recognize the FOP as the exclusive representative of Baltimore City's Deputy Sheriffs, as defined in Section B of this Article, for the purpose of negotiating collectively with the Sheriff and the City with respect to wages, hours, and other terms and conditions of employment pursuant to and subject to the limitations of Md. Code Ann. Cts. & Jud. Proc. §2-316(i)(Lexis 2021) and voluntarily recognized by the Office of the Labor Commissioner.

***Section B – Unit Description***

The Bargaining Unit represented by the FOP shall consist of all sworn deputy sheriffs and court security officers at the rank of lieutenant and below (hereinafter "Employees").

***Section C – Probation Period***

All newly hired employees of the bargaining unit shall serve a probationary period of six (6) months (and possible extensions of up to one (1) year in the discretion of the Sheriff or his/her designee) from the date of hire after the successful completion of which they shall be considered non-probationary.

## **ARTICLE II – DUES CHECK OFF**

### ***Section A – FOP Membership and Dues Deduction – Recognition***

No Employee is required to become a member or refrain from becoming a member of the FOP. The City shall deduct from the earnings of each Employee who chooses to become a member of the FOP, and who has properly authorized deductions in writing by executing a proper authorization form, the then current dues of the FOP as specified below. Employees who elect to join the FOP and be covered by the Agreement, must execute a written authorization within 30 days of the later of the (1) effective date of this Agreement or (2) successful completion of the probationary period. Such authorization or lack thereof shall be continued from year to year unless revoked in writing by the employee thirty (30) days prior to the anniversary date of the authorization. Payroll deductions for FOP dues shall begin on the first possible payroll following receipt of the signed authorization forms by the City but in no case later than three weeks following that receipt.

### ***Section B – Remittance***

The periodic dues deducted during any pay period from the pay of the Employees pursuant to this Article shall be remitted to the FOP within 14 days from said deduction without charge. In the first year of the Agreement, dues deductions and remittance will commence within sixty (60) days after the City's receipt of employee authorizations from the FOP.

### ***Section C – Form for Deduction***

The authorization for deduction of dues pursuant to this Article shall be made on a form supplied to the Employees by the FOP which has been approved by the City. The form shall clearly indicate that such authorization shall be irrevocable for the period of one (1) year and shall be

automatically renewable from year to year thereafter, unless written notice of termination by the Employee is given to the City no less than 30 days prior to the anniversary date of the authorization.

***Section D – Information to FOP***

The City shall supply the FOP with a dues deduction printout when requested, but not more frequently than quarterly throughout the term of this Agreement. Said printout shall include each individual's name, workplace, annual salary, and amount deducted each pay period.

***Section E – Changes to the Amount of Dues***

The amount of the dues deducted shall remain the same until the FOP certifies in writing to the City, over the signature of an authorized officer of the FOP, that such dues have been lawfully changed and what the new deduction shall be each pay period. The City shall be notified in writing at least one month in advance of the effective date of such a change.

***Section F – Indemnification***

The FOP shall indemnify and save the Sheriff and the City harmless from any and all claims, grievances, actions, suits and other forms of liability or damages that arise out of or by reason of the collection and disposition of the dues deducted under this Article as soon as they have been remitted by the City to the FOP.

**ARTICLE III – RIGHTS OF EMPLOYEES/FOP REPRESENTATIVES**

***Section A – Selection of Grievance Representatives***

The FOP shall have the right to designate three (3) Employees as grievance representatives. They shall be selected in any lawful manner determined by the FOP from among those actively employed by the Office of the Sheriff. The FOP shall furnish the Sheriff or the Sheriff's designee, with the names of its Officers and grievance representatives and the FOP shall promptly inform the Sheriff or his designee in writing of any changes in the FOP's Officers or representatives.

***Section B – Non-Discrimination***

The Sheriff and the FOP shall not discriminate against any Employee because of any protected classification under applicable law and membership or non-membership in the FOP as it relates to the enforcement and administration of this Agreement.

***Section C – FOP Visitation***

Representatives of the FOP shall have reasonable access to space in the Department headquarters or such other space in a City building as the Sheriff may select in his sole discretion for the purpose of conferring with grievance representatives or employees of the unit during scheduled work hours. For disciplinary matters, the employees shall retain all rights and procedures available under Sections 3-101 *et seq.* of the Md. Code Ann. Pub. Safety Art.

***Section D – Use of Bulletin Boards, Inter-Office Mail and Electronic Mail***

- (1) The Sheriff agrees to provide a bulletin board at a location designated by the Sheriff for the purpose of allowing the FOP to inform its membership of FOP business.
- (2) Material posted by the FOP or sent by the FOP using Departmental e-mail shall not violate criteria generally applicable to the posting of notices on City property. The FOP agrees to provide copies of all notices being posted or sent by e-mail to the Sheriff prior to the posting or transmission.

**ARTICLE IV – MANAGEMENT RIGHTS**

- (1) The Sheriff and the Sheriff's Office, pursuant to Md. Code Ann. Cts. & Jud. Proc. §2-316, shall retain the exclusive right and authority, at its discretion, to:
  - a. Determine the:
    - i. mission;
    - ii. budget;



- iii. organization;
  - iv. numbers, types, and grades of employees assigned;
  - v. work projects, tours of duty, and methods, means, and personnel by which its operations are conducted;
  - vi. technology needs;
  - vii. internal security practices; and
  - viii. relocation of its facilities.
- b. Maintain and improve the efficiency and effectiveness of governmental operations;
  - c. Determine the services to be rendered, operations to be performed, and technology to be used;
  - d. Determine the overall methods, processes, means, and classes of work or personnel by which governmental operations are to be conducted;
  - e. Hire, direct, supervise, and assign employees;
  - f. Promote, demote, discipline, discharge, retain, and lay off employees;
  - g. Terminate employment because of lack of funds, lack of work, a determination by the employer that continued work would be inefficient or nonproductive, or for other legitimate reasons;
  - h. Set the qualifications of employees for appointment and promotions;
  - i. Set standards of conduct;
  - j. Adopt office rules, regulations, and procedures;
  - k. Provide a system of merit employment according to a standard of business efficiency; and

- (2) Take actions, not otherwise specified in this Article, to carry out the mission of the Sheriff's Office.
- (3) The Sherriff will provide the FOP five (5) days advance written notice of the implementation of new or modified work rules, regulations or procedures.

## **ARTICLE V - GRIEVANCE AND ARBITRATION PROCEDURE**

### ***Section A - Definitions***

A grievance is defined as a dispute (1) concerning the application or interpretation of the terms of this Agreement or a claimed violation, misrepresentation or misapplication of the rules or regulations of the Sheriff and/or City affecting the terms and conditions of the employment, and (2) that is excluded from coverage under Sections 3-101 et seq. of the Md. Code Ann. Pub. Safety Art.

### ***Section B - Procedures***

A grievance shall be resolved in the following manner:

- (1) *Step 1.* A grievance may be initially filed orally with the Captain for the unit of the aggrieved employee within thirty (30) calendar days from the event or when the aggrieved employee should have reasonably known of the grievance. The designated grievance representative may represent the employee in presenting the grievance. The parties shall attempt to resolve the grievance informally. Consultation with second level supervision is permissible provided all parties agree.
- (2) *Step 2.* If not resolved at Step 1, the grievance shall be filed in writing by the aggrieved employee or the employee's grievance representative with the Major within ten (10) working days of the denial. The written grievance shall be filed on a form developed jointly by both parties. The aggrieved employee shall retain a copy of the grievance

form submitted. The grievance shall state generally the substance of the grievance and identify the aggrieved employee. The parties shall meet within seven (7) days of the filing of the grievance at this step to discuss its substance. The Major shall give his decision within seven (7) working days of the meeting.

(3) *Step 3.* If not resolved at Step 2, the grievance may be appealed by the aggrieved employee or the employee's grievance representative to the Chief Deputy or the Chief Deputy's designee within ten (10) working days of the denial. The Chief Deputy or the Chief Deputy's designee shall meet with the aggrieved employee and the employee's grievance representative within ten (10) working days after the date that the Step 2 grievance is denied. The Chief Deputy shall deliver a decision in writing within ten (10) working days of the meeting.

a. *Special Step 3 Grievance.* Within thirty (30) days of an alleged grievance, the Lodge is authorized to initiate a grievance at this step if the grievance affects a significant number of employees who are similarly situated.

(4) *Step 4.*

a. If the grievance is not resolved at Step 3, the aggrieved employee or the employee's grievance representative may within ten (10) working days of receipt of the decision at Step 3 initiate arbitration by written notice to the Sheriff and the Labor Commissioner of the decision to arbitrate.

b. Within five working days after receipt of the Notice, the parties shall attempt to agree upon an arbitrator. If such attempts fail within ten (10) working days of receipt of a panel of 7 names obtained from the Federal Mediation and Conciliation

Service (FMCS) upon the request of either party, the parties shall alternately strike names from that panel until one name remains. That person shall be the arbitrator.

- c. Briefs will be filed only if the arbitrator determines they are necessary.
- d. The arbitrator's decision shall be final and binding upon all parties.
- e. The Employer cannot present a grievance at the step 4.
- f. The cost of any arbitration proceeding under this Agreement shall be equally divided between the Sheriff and the FOP.

***Section C – Time Calculations and Limitations***

- (1) Saturdays, Sundays and legal holidays shall not be counted in computing time limits.
- (2) Failure by the aggrieved employee or the employee's grievance representative to file a grievance with the Sheriff within thirty (30) days of the date the employee knew or should have known of the act or omission giving rise to the grievance shall bar the employee from pursuing a grievance.
- (3) Failure to appeal a denial to the next step by the aggrieved employee or the employee's grievance representative within the timeframes in this Article shall constitute acceptance of the decision and shall bar any further appeal.
- (4) Failure to respond to a grievance by the Sheriff or the Sheriff's designee within the timeframes shall constitute a denial, and an Employee shall be permitted to appeal the grievance to the next step in the event a timely response is not received.
- (5) The Sheriff and Employee may mutually agree to waive the time limits provided in this Article, provided that the waiver is made in writing and signed by both parties.
- (6) The performance evaluation system used by the Sheriff's Office shall not be subject to the grievance and arbitration procedure.

***Section D - Other***

Nothing in this Article shall be construed as prohibiting the FOP and the Sheriff from engaging in discussions to mutually resolve a grievance.

***Section E – Alternative Procedures***

In the event of an alleged violation of the policies and procedures of the Sheriff that does not arise out of this MOU, an aggrieved employee shall have the option of proceeding with a grievance pursuant to State Pers. & Pens. Art. Subtitle 12. An employee making such designation shall do so at the time the grievance is filed with the employee’s supervisor. An election by the employee to pursue a grievance through an alternative grievance procedure shall preclude the employee and the FOP from pursuing the grievance on behalf of the employee under this Agreement.

**ARTICLE VI - COMPENSATION**

***Section A — Wage Rates and Adjustments***

- (1) ***Wage Scales.*** Employees shall be paid as follows:
  - a. ***Fiscal Year 2023.*** Effective July 1, 2022, all employees covered by this agreement shall receive a seven percent (7%) cost-of-living adjustment. On January 1, 2023, all employees covered by this agreement shall receive a wage increase that corresponds to the next highest step (referred to as a “step increase”) on the wage scale attached as Addendum A. If an employee is paid the highest level of the scale (Step 25) prior to January 1, the employee will not receive a step increase.
  - b. ***Fiscal Year 2024.*** Effective July 1, 2023, all employees covered by this agreement shall a five percent (5%) cost-of-living adjustment. On January 1, 2024, all employees covered by this agreement shall receive a wage increase that

corresponds to the next highest step on a wage scale to be issued by the State of Maryland for Graded State Employees adopted by the Sheriff's Office. The parties recognize that the State scale for 2024 has not yet been published. If an employee is paid the highest level of the scale (Step 25) prior to January 1, the employee will not receive a step increase.

c. *Fiscal Year 2025.* Effective July 1, 2024, all employees covered by this agreement shall be a five percent (5%) cost-of-living adjustment. On January 1, 2025, all employees covered by this agreement shall receive a wage increase that corresponds to the next highest step on a wage scale to be issued by the State of Maryland for Graded State Employees adopted by the Sheriff's Office. The parties recognize that the State scale for 2025 has not yet been published. If an employee is paid the highest level of the scale (Step 25) prior to January 1, the employee will not receive a step increase.

d. *Pay on Promotion.* If an employee is promoted, the employee shall be placed at the same step the employee occupied prior to the effective date of the promotion. If an employees' promotion takes place on January 1, the employee's promotion shall include the step increase, if applicable, that would have occurred on January 1 as a result of the annual step increase.

***Section B — Shift Differential***

(1) Effective July 1, 2022, all employees covered by this agreement are entitled to pay at their scheduled rate plus a differential of an additional \$1.50 per hour if the employee is assigned to a tour of duty where a majority of the employee's work hours occurs between 2 p.m. and 6 a.m.

- (2) Effective July 1, 2022, all employees covered by this agreement shall receive a day off for each day worked on Saturday or Sunday that is not the employee's regularly-scheduled day. The employee shall be required to take the day off in accordance with Article VII, Section D of this agreement.
- (3) An employee is not entitled to two shift differentials under this subsection.

***Section C — Educational Incentive***

- (1) An employee covered by this memorandum who has received or obtains one of the degrees set forth below from an accredited college or university shall receive an annual incentive added to the employee's hourly rate, as follows:
  - a. \$1,500 for associate's degree (\$0.721/hour)
  - b. \$3,000 for bachelor's degree (\$1.442/hour)
  - c. \$4,500 for master's degree and above (\$2.163/hour)
- (2) Educational incentives are not cumulative; the employee shall only be entitled to the highest incentive based on the degree(s) obtained. The employee shall be required to provide proof of attainment to the Sheriff or his designee prior to receipt of the incentive.
- (3) In the event an employee obtains a new or higher degree during employment, the employee will submit to the Sheriff or his designee proof of degree attainment. Upon verification and approval by the Sheriff or his designee, within thirty (30) days of submission, the employee's pay will be adjusted effective the date of submission by the employee.
- (4) Under this Section, the education incentive is added only to the employee's base salary, and it does not compound, nor does it reduce the cost of living adjustment. Educational

incentive pay will be included in the employee's regular rate of pay for overtime purposes. In addition, it will be counted as part of the employee's annual salary for pension purposes, consistent with the prevailing regulations, and reflected on the salary schedules.

***Section D — Field Training Officer Compensation***

An employee who is designated as a Field Training Officer shall be paid \$50.00/day for all shifts worked as a field training officer.

***Section E — Officer in Charge Pay***

- (1) *Officer in Charge designation.* An employee may be directed by the Sheriff or the Sheriff's designee to temporarily assume the responsibilities and privileges of a higher rank and shall be designated "Officer in Charge." An employee designated officer in charge shall be paid out-of-title compensation for the entire day, unless the employee fails to complete the tour of duty for circumstances beyond the control of the Sheriff.
- (2) *Compensation.* Out-of-title compensation shall be an additional \$3.00 per hour for each hour the employee is designated as officer in charge.
- (3) *Limitations.* Officer in charge designations shall be temporary in nature and shall not be used to fill a vacant position. No two employees may work out-of-title in the same position.

***Section F — Acting Pay***

In the event an employee is designated to fill the responsibilities and privileges of a higher rank for more than thirty (30) days due to a vacancy in the position, the employee shall be paid at the applicable rate of pay for the vacant position until the position is filled.



***Section G— City Detail Overtime***

- (1) If an employee works pursuant to a detail order from the Sheriff or the Sheriff's designee to assist the Baltimore City Police Department in crime suppression or public events, the employee shall be paid an additional \$15.00 per hour for each hour worked. Payment shall be based on the employee's rank with the Sheriff's Office, not the function fulfilled in the detail.
- (2) This section shall not apply in the case of an emergency declared by the Sheriff, the Police Commissioner of Baltimore City, the Mayor of Baltimore City, or the Governor of Maryland.
- (3) If a detail under subsection (1) of this section is subject to overtime payments under Article VII of this agreement, overtime rates shall be calculated based on the rate established in subsection (1) of this section.

**ARTICLE VII – HOURS, WORK SCHEDULE, AND OVERTIME**

***Section A - Hours of Work***

- (1) The workday for all employees covered by this memorandum shall be eight hours per day, including a ½ hour paid lunch.
- (2) Except as provided in subsection (3) of this section, all employees shall begin at either 8:00 AM or 8:30 AM, at the discretion of their supervisor. Employees shall receive notice of their start time 48 hours in advance of the beginning of their shift.
- (3) Employees assigned to the Domestic Violence Unit shall begin work at 11:00 AM.

***Section B - Work Schedules***

- (1) The work period for all employees shall be 14 days, beginning on each Sunday at 12:00 AM and ending each Saturday at 11:59 PM.

- (2) Except as provided in subsection (3), all employees shall work Monday – Friday.
- (3) Employees assigned to the domestic violence unit may be assigned to work Saturday and/or Sunday at a rotation established by the Unit, provided that no employee work schedule shall require the employee to work more than 10 days in a fourteen day period.

***Section C – Overtime***

- (1) Overtime shall be paid for all hours in excess of 8 hours per day at one and one half (1.5) times the employee's hourly rate.
- (2) All days and hours of paid leave shall be treated as hours worked for the purposes of overtime.
- (3) The Sheriff shall not vary or rearrange an employee's scheduled tour of duty and/or hours to avoid the payment of overtime, unless agreed to at the sole option of the employee.

***Section D – Compensatory Leave***

- (1) Employees may elect to earn compensatory leave in lieu of overtime payments. In the event an employee elects to earn compensatory leave, such leave shall accrue at a rate of one and one half (1.5) hours for each hour of overtime worked.
- (2) Compensatory leave must be used within one (1) year of the date on which it was accrued, and may be used for any reason with prior approval from the employee's supervisor. Use of compensatory leave shall not be unreasonably denied.
- (3) An employee may not accrue more than 420 hours of compensatory leave (equivalent to 280 hours of time worked) in a year. Employees must use compensatory time annually.

- (4) Compensatory leave that remains unused by the end of the fiscal year shall be paid out at the employee's regular rate of pay. Upon termination of service for any reason, an employee shall be paid for all unused compensatory leave at the employee's regular rate of pay.

***Section E - Court Time***

- (1) In the event an employee is required to attend Court for work purposes on the employee's schedule time off (including non-regularly scheduled work hours and/or leave days) the employee shall receive a minimum compensation of two (2) hours of overtime or all hours worked, whichever is greater.
- (2) If the employee is required to attend two courts on the same day with a starting time of two (2) or more hours between each court on the employee's non-regularly scheduled working hours or a leave day, the employee shall receive a minimum compensation of four (4) hours at overtime rates.
- (3) An employee may not submit leave or change the employee's work schedule voluntarily for the purposes of payment under this section.

***Section F – K-9 Officers***

- (1) Except as provided in this section, Employees who are assigned as K-9 handlers shall receive one (1) hour of overtime every calendar day (including regular days off or paid leave) for care and maintenance of the K-9 dog.
- (2) Employees who have placed the dog in a kennel or in the supervision of another handler while off duty shall not receive overtime provided in this section.

***Section G – No Pyramiding of Overtime***

There will be no pyramiding of overtime under the Agreement.

**ARTICLE VIII – LEAVE**

***Section A – Annual Leave***

- (1) *Rate of Accrual.* Employees shall accrue annual leave based on their years of service with the Sheriff's office pursuant to the chart below.

Years of Service	Days/Month	Hours/Pay Period	Maximum Accrual per calendar year
0 – 6 months	0	0	N/A
6 months – 5 years	.83	3.08	10 days
6 years – 10 years	1.25	4.62	15 days
11 years – 20 years	1.66	6.15	20 days
21 years or more	2.08	7.69	25 days

- (2) Annual leave accrual shall not exceed 25 working days or 200 hours per year.
- (3) *Balance.* An employee shall be permitted to carry a balance of 75 annual leave days (600 hours).

***Section B – Sick Leave***

- (1) *Accrual.* Employees shall earn sick leave at the rate of 1.25 days per month, for a maximum of 15 days per year.
- (2) *Balance.* There shall be no limit to the amount of unused sick leave that an employee can accrue. Use of sick leave shall be subject to all existing policies and procedures in effect as of June 30, 2022.

***Section C - Special Leave Circumstances***

- (1) *Parental Leave.* Consistent with current policy for employees who do not qualify for FMLA leave, such employees shall be entitled to six (6) weeks of continuous leave, without the need for prior approval, upon the birth or adoption of a child. In addition,

pregnant employees shall be entitled to four (4) weeks continuous parental leave prior to the pregnant employee's due date. Parental leave shall be unpaid, but a member may use any combination of paid or unpaid leave during their parental leave period. A member may take additional leave beyond parental leave pursuant to this agreement and existing policy.

(2) *Bereavement Leave.*

- a. Employees shall be granted use up to three days of bereavement leave in the event of a death of the following family members:
  - i. The employee's spouse;
  - ii. Children of the employee or the employee's spouse;
  - iii. Parents of the employee or the employee's spouse;
  - iv. Adoptive parents or individuals viewed as having taken the place of parents;
  - v. Brothers and sisters of the employee or the employee's spouse; and
  - vi. A relative living as a member of the employee's household.
- b. A maximum of one (1) day of bereavement leave may be granted in the event of the death of one of the following individuals:
  - i. Grandparents of the employee or the employee's spouse;
  - ii. Grandchildren of the employee or the employee's spouse;
  - iii. Aunts or uncles of the employee or the employee's spouse;
  - iv. Nieces or nephews of the employee or the employee's spouse;
  - v. Brothers-in-law or sisters-in-law of the employee or the employee's spouse;
  - and
  - vi. Sons-in-law or daughters-in-law of the employee or the employee's spouse.

- c. Employees shall be permitted to use all paid available leave, including sick leave, for additional bereavement time off if the employee has such leave available and operations permit. Supervisors shall make all reasonable efforts to arrange work schedules so that employees may take additional leave.

(3) *Military Leave.*

- a. An employee who is a member of the organized militia, Army, Navy, Air Force, Marine, or Coast Guard Reserve, shall be entitled to a leave of absence for military training for a period of not more than fifteen (15) work days (120 hours) in any calendar year without loss of pay or charge to any leave.
- b. A member of the Maryland militia shall be granted paid leave for all time spent in active duty service to the state.

***Section D - Family Medical Leave & Maryland Healthy Working Families Act Leave***

- (1) In addition to the leave benefits enumerated in this section, an employee may designate leave to be taken under the Family Medical Leave Act ("FMLA"). An employee requesting leave under the FMLA may use any combination of paid or unpaid leave as permitted by the FMLA.
- (2) The Sheriff and FOP agree that any sick leave under this section may be used for the purposes enumerated in the Maryland Healthy Working Families Act, Md. Labor & Emp. Art. §§3-1301 *et seq.*

***Section E – Holiday Leave***

- (1) *Observed Holidays.* Pursuant to State Pers. & Pens. Art. §9-201, the following holidays shall be observed:
  - a. New Year's Day
  - b. Martin Luther King Jr. Day

- c. Presidents' Day
- d. Memorial Day
- e. Juneteenth
- f. Independence Day
- g. Labor Day
- h. Indigenous Peoples' Day (formerly Columbus Day)
- i. Veterans Day
- j. Thanksgiving Day
- k. The Friday after Thanksgiving Day (American Indian Heritage Day)
- l. Christmas Day
- m. Election Day, in the year of a general election
- n. Any other day designated by the Governor or President as a general holiday

- (2) *Calculation of Holiday Leave.* Employees shall receive eight hours of holiday leave for each holiday observed. If an employees' regular workday day is greater than eight (8) hours, the employee shall accrue holiday leave at a rate equal to the length of the employees' regular workday in hours.
- (3) *Holiday observance for 24 hour operations.* The Sheriff and the FOP recognize that the nature of law enforcement may require some employees to work on the date a holiday is observed. In the event an employee works on the date a holiday is observed, the employee shall receive double time the employee's regular rate of pay for all hours worked on the holiday.
- (4) *Family Holidays.* Any employee required to work Thanksgiving, Christmas, or New Year's Day shall receive two and one-half (2.5) times the employee's regular rate of pay for all hours worked on those holiday(s).

***Section F – Personal Leave***

All employees shall receive six (6) personal leave days on January 1 of each calendar year for use during the year. All personal leave shall be used no later than December 31 of a calendar year and shall not be carried forward into the following calendar year. Unused personal leave shall not be paid out upon an employee's separation.

***Section G – Emergency Leave***

Employees shall be permitted to use up to three (3) accrued or available paid personal leave, vacation time or compensatory time for personal emergency occasions per 12 month rolling year that will not be counted as unscheduled leave for the purposes of leave request procedures. Emergency leave under this section shall not require the approval of a supervisor. Employees shall remain responsible for notifying a supervisor of their intent and need to take emergency leave.

***Section H – Administrative Leave***

The Sheriff shall have the right to grant administrative leave in such circumstances as deemed appropriate. Administrative leave shall not be granted as a privilege or reward for service, nor shall it be denied as a form of discipline. Administrative leave is not guaranteed to an employee in the bargaining unit.

***Section I – Union Leave***

A paid leave bank of 240 hours per year shall be created for employees to attend scheduled conferences, seminars, Board and Committee meetings, and conventions. Each use shall be requested in advance by the President of the Lodge (or the President's designee) in writing, specifying the person(s) using union leave, the hours requested, and the general purpose of the leave. The request shall be granted subject to the needs of the Sheriff's Office. Employees granted union leave shall be responsible for giving the employee's supervisor notice of absence from work due to union leave.

***Section J – Leave for Negotiations***

Consistent with operational needs of the Sheriff, up to four (4) employees of the FOP as designated by the FOP shall be granted Administrative Leave up to eight (8) hours each day for the purpose of meeting with the Sheriff and the City to negotiate a successor collective bargaining



agreement for attendance at those bargaining sessions conducted during their regularly scheduled working hours. Such leave may include internal caucus time before and after each session on the day of such session for meetings among the FOP's bargaining representatives, provided the majority of the time spent on a negotiations day is used to meet with the City and Sheriff.

***Section K – Leave Procedures***

The Sheriff shall continue to use the procedures for requesting and approving leave pursuant to policies in effect on June 30, 2022.

**ARTICLE IX - INSURANCE**

All employees subject to this Agreement shall continue to receive health insurance benefits on the same terms and conditions as other bargaining units recognized by the Labor Commissioner of Baltimore City.

**ARTICLE X – RETIREMENT PLAN**

All sworn state employees shall be members of the Law Enforcement Officers Pension Plan (LEOPS) as a condition of employment, subject to the terms and conditions of the plan. All City employees shall be members of the State-modified pension system. Employees may not participate in both systems simultaneously under this Agreement.

**ARTICLE XI – DISCIPLINE**

The parties recognize and agree that discipline of employees in the bargaining unit is controlled by the Maryland Police Accountability Act, Md. Code. Ann. Pub. Safety Art. 3-101 et seq., and all rights and procedures therein. The parties also recognize and agree that for disciplinary actions or complaints arising out of alleged misconduct of bargaining unit members prior to July 1, 2022, the right and procedures of the Maryland Law Enforcement Bill of Rights, Md. Pub. Safety Art. 3-101 et seq. (repealed by Maryland Police Accountability Act of 2021, 2021

Md. Laws 59), shall apply.

## ARTICLE XII – PROMOTIONS AND TRANSFERS

### *Section A — Promotions*

- (1) *Notification of Promotional Opportunities.* All promotions shall be competitive and shall be available for any eligible member of the bargaining unit. Opportunities for promotion shall be posted in a conspicuous place. In addition, notification of promotional opportunities shall be entailed to all employees at least thirty (30) days in advance, and notice will also be given at roll call for five (5) consecutive days.
- (2) *Written Examinations.* There shall be at least thirty (30) days' notice in advance of all written examinations for promotions. All relevant study materials for promotional examinations shall be made available to employees at least thirty (30) days prior to the written examination. An examination will be presumptively invalid if it contains subject material not included in the study materials for a promotional exam.

### *Section B - Voluntary Transfers*

The Department shall post all opportunities for a transfer in a conspicuous place and shall email notification of the transfer opportunity. Notice will also be given at roll call for five (5) consecutive days. Employees may submit written requests for consideration to be transferred to the posted vacancy. All eligible employees shall be interviewed by the appropriate Command staff or his/her designee. The decision to select the employee for the transfer shall be within the sole discretion of the Sheriff or his/her designee. When the vacancy is filled, applicants shall be notified as to the result of their transfer request.

***Section C - Involuntary Transfers***

An involuntary transfer is defined as the regular transfer of an employee (as distinguished from a detail) to another assignment without the consent of the employee. The decision to select the employee for the transfer shall be within the sole discretion of the Sheriff or his/her designee. Employees who wish to contest a transfer may file a grievance pursuant to this agreement and have the burden to show it was made in bad faith.

**ARTICLE XIII – GENERAL ORDERS**

***Section A – Secondary Employment***

An Employee may work in secondary employment subject to reasonable regulations established by the Sheriff and pursuant to Section 3-110 of the Maryland Police Accountability Act. Secondary employment shall not be revoked as part of a disciplinary action against the employee, unless the discipline is related to a violation(s) of the Sheriff's Office secondary employment policy. The Sheriff may suspend secondary employment for performance reasons for a reasonable period of time.

***Section B – Take Home Vehicle***

Employees shall be granted take home vehicles for the duration of this contract within the discretion of the Sheriff.

**ARTICLE XIV – NO STRIKE OR LOCKOUT CLAUSE**

During the term of this Agreement, the FOP and employees shall not engage in, initiate, sponsor, support, or direct a strike or secondary boycott or directly or indirectly picket the Sheriff and/or the City or any of its property in furtherance of a strike. The Sheriff and/or City shall not lock out the employees during the terms of this Agreement

## **ARTICLE XV – SAVINGS CLAUSE**

Any Article or Section of this Agreement found to be in conflict with the any law, ordinance, statute, City, or State government regulation or declared invalid by decree of a court of competent jurisdiction shall be void ab initio and the parties shall enter into negotiations for a substitute provision. All other Articles and Sections of this Agreement shall remain in full force and effect for the duration of the Agreement.

## **ARTICLE XVI – MISCELLANEOUS**

### ***Section A – Personal Pronouns***

In all instances in this Memorandum in which the masculine form of the third person pronoun is used, such pronoun shall refer to both male and female employees.

### ***Section B – Notices***

Unless otherwise specified, all notices and correspondence required by this Agreement shall be sent by Departmental e- mail to the recipient. The Parties may mutually agree in writing to waive this form of notice requirement in any individual situation. Each Party shall provide the other Party with e-mail addresses and timely updates in the event of changes in names and addresses of its officials who are required to send or receive notices under this Agreement.

## **ARTICLE XVII - PROTECTION AGAINST LIABILITY**

Consistent with Md. Code Ann., State Govt. § 12-304 through § 12-310, the Maryland Office of the Attorney General will provide counsel without charge in any civil action case where a plaintiff asserts claims against an employee and alleges that such employee should be held liable for acts alleged to be within the employee's scope of employment. Subject to State Govt. § 12-401 through § 12-406, and applicable State law including State Govt. Code § 12-101 - § 12-109, the State of Maryland may indemnify any employee who is made a defendant in a civil action

arising out of acts within the scope of his/her employment and made without malice or gross negligence that results in a civil judgment or settlement for monetary damages (excluding punitive damages) against the employee.

Consistent with applicable State law, the provisions of this Article will not apply if the actions of the employee are outside the scope of his/her employment, or are committed with malice or gross negligence.

## ARTICLE XVIII - LAYOFFS & FURLOUGHS

### *Section A - Layoffs*

- (1) *Notice of Layoff.* The Sheriff shall give each affected employee not less than thirty (30) days' advance notice that he or she will be laid off. The notice shall advise the employee of the expected period of layoff, if known, and that the employee's rights in the circumstances may be found in the agreement and applicable law. The Sheriff agrees to furnish a copy of each notice to the Lodge and to meet with Lodge Representatives promptly to resolve any questions arising under this Memorandum.
- (2) *Order of Layoff*
  - a. Recruits and probationary officers shall be laid off before any other employee in the bargaining unit.
  - b. The next order of layoff will be those employees rated "unsatisfactory" and/or "needs improvement" on their last three (3) consecutive performance ratings.
  - c. Thereafter, employees shall be laid off in seniority order, the least senior employee being laid off first; except that:
    - i. If the Sheriff determines that operational reasons require retention of an employee of the unit having an essential skill such as, but not limited to, a

state license or certification (other than MPTC), the employee may be retained.

ii. For individuals at the rank of Sergeant or Lieutenant, such employees may accept, in lieu of layoff, except for those rated "unsatisfactory" or "needs improvement" on their last three (3) consecutive performance ratings, a reduction in rank and corresponding compensation, in which even the most junior employee in the lower rank shall be laid off. Such provision shall not be available for an employee whose last three (3) consecutive performance ratings are "unsatisfactory" and/or "needs improvement."

d. For the purposes of this Article, seniority means total length of service with the Baltimore City Sheriff's Office. In the event two (2) employees of the unit have equal seniority, the tie shall be broken on the basis of their last written performance evaluation. In the event the employees remain tied on the basis of performance evaluation, the tie shall be broken on the basis of the sequence number, with the lower number being the first to be subject to layoff.

(3) *Benefits.* While on layoff, an employee shall be entitled to maintain eligibility for COBRA benefits by paying the costs in accordance with the provisions of COBRA legislation.

### ***Section B - Furloughs***

In the event the Sheriff's Office determines that it will institute a furlough, it shall give notice to the FOP in writing 30 days prior to the commencement of any furlough. The FOP shall have the right to meet and confer with the Sheriff or his/her designee SO to review the proposed furlough and to offer comments on the proposed furlough. Such input shall not be considered

binding on the Sheriff, who shall retain the final determination as to the scope and amount of any furlough.

## **ARTICLE XIX – DURATION AND FINALITY OF AGREEMENT**

### ***Section A – Duration***

This Agreement shall become effective as of July 1, 2022, and remain in full force and effect through June 30, 2025. Any party desiring to negotiate a new agreement shall give notice to the other party no later than June 30<sup>th</sup> of the year preceding the date of termination. A notice by one party shall satisfy the requirement for both parties. In the event that neither party gives notice to negotiate a new agreement, the existing agreement shall continue in its entirety until timely notice is given to negotiate a new agreement.

### ***Section B – Modification***

This Agreement may only be added to, amended, or modified by a document in writing, signed by both parties through their duly authorized representatives.

### ***Section C – Successor Contract Negotiations***

Provided that there is timely notice of intent to negotiate a new agreement under this Article, the Parties shall commence negotiations for a successor agreement on reasonable days and times in the beginning of September prior to the year that the Agreement expires. If after a reasonable period of negotiation over the terms of the Agreement, a dispute exists between the Sheriff, the City, and/or the FOP, or if no understanding has been reached within a reasonable period of time, but not later than January 15, it shall be deemed that an impasse has been reached, at which time the matters in dispute may be presented to mediation and/or arbitration as provided for in Md. Code Ann. Cts. & Jud. Proc. §2-316.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 12th day of October, 2022, by their officers and agents duly authorized.

THE SHERIFF OF BALTIMORE CITY/  
BALTIMORE CITY

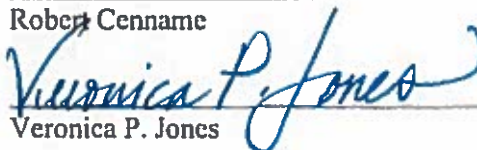
  
\_\_\_\_\_  
Sheriff, John Anderson


  
\_\_\_\_\_  
Deborah F. Moore-Carter


  
\_\_\_\_\_  
Henry Martin

  
\_\_\_\_\_  
C. Jason Gruzs

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Kimberly Morton  
  
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Eness P. Brown


Robert Cennamo  
  
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Veronica P. Jones

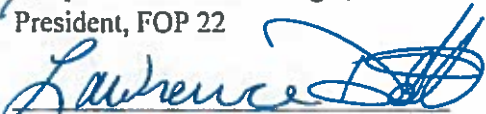
  
\_\_\_\_\_  
Yvette Brown

  
\_\_\_\_\_  
Deborah St. Lawrence Thompson, Counsel

  
\_\_\_\_\_  
Mitchell Boyarsky, Counsel

BALTIMORE CITY SHERIFF'S  
LODGE 22 OF THE FRATERNAL  
ORDER OF POLICE, INC.

  
\_\_\_\_\_  
Josephine Zillmann-Georgie,  
President, FOP 22

  
\_\_\_\_\_  
Lawrence Dotts

  
\_\_\_\_\_  
Maria Allison

  
\_\_\_\_\_  
Benca Butler

  
\_\_\_\_\_  
Herbert R. Weiner, Counsel

  
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Kieran Dowdy, Counsel

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**APPROVED FOR LEGAL FORM AND  
LEGAL SUFFICIENCY:**

*gary gilkey*

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**NOTED BY THE BOARD OF  
ESTIMATES:**

*M. Amato*

**Clerk, Board of Estimates**

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*By Celeste Amato at 2:33:03 PM, 11/2/2022*

CITY OF BALTIMORE

BRANDON M. SCOTT, Mayor



OFFICE OF THE LABOR COMMISSIONER

DEBORAH F. MOORE-CARTER, SPHR, SHRM-SCP

Labor Commissioner

417 E. Fayette Street, Suite 1203

Baltimore, Maryland 21202

410-396-4365

**ADDENDUM A  
2022 -2023 WAGE SCALE**

<b>Grade 214</b>	<b>7/1/2022</b>
Step 1	\$45,604
1S	\$47,374
Step 2	\$47,275
2S	\$49,111
Step 3	\$49,009
3S	\$50,912
Step 4	\$50,812
4S	\$52,785
Step 5	\$52,690
5S	\$54,736
Step 6	\$53,668
6S	\$55,751
Step 7	\$54,665
7S	\$56,787
Step 8	\$55,681
8S	\$57,843
Step 9	\$56,720
9S	\$58,922
Step 10	\$57,773
10S	\$60,016
Step 11	\$58,868
11S	\$61,154
Step 12	\$59,991
12S	\$62,320
Step 13	\$61,138
13S	\$63,512
Step 14	\$62,304
14S	\$64,723
Step 15	\$63,495
15S	\$65,960

Step 16	\$64,709
16S	\$67,222
Step 17	\$65,947
17S	\$68,508
Step 18	\$67,210
18S	\$69,820
Step 19	\$68,499
19S	\$71,158
Step 20	\$69,812
20S	\$72,522
Step 21	\$71,209
21S	\$73,973
Step 22	\$72,634
22S	\$76,495
Step 23	\$73,997
23S	\$76,871
Step 24	\$75,450
24S	\$78,381
Step 25	\$76,959
25S	\$79,945

Grade 216	7/1/2022
Step 1	\$51,649
1S	\$53,654
Step 2	\$53,564
2S	\$55,643
Step 3	\$55,549
3S	\$57,706
Step 4	\$57,617
4S	\$59,854
Step 5	\$59,802
5S	\$62,124
Step 6	\$60,945
6S	\$63,311
Step 7	\$62,108
7S	\$64,520
Step 8	\$63,294
8S	\$65,752

Step 9		\$64,501
	9S	\$67,006
Step 10		\$65,738
	10S	\$68,291
Step 11		\$66,995
	11S	\$69,596
Step 12		\$68,282
	12S	\$70,934
Step 13		\$69,591
	13S	\$72,293
Step 14		\$70,925
	14S	\$73,679
Step 15		\$72,288
	15S	\$75,095
Step 16		\$73,682
	16S	\$76,542
Step 17		\$75,098
	17S	\$78,014
Step 18		\$76,542
	18S	\$79,514
Step 19		\$78,013
	19S	\$81,042
Step 20		\$79,513
	20S	\$82,601
Step 21		\$81,104
	21S	\$84,253
Step 22		\$82,727
	22S	\$85,870
Step 23		\$84,284
	23S	\$87,555
Step 24		\$85,934
	24S	\$89,272
Step 25		\$87,652
	25S	\$91,053
<b>Grade 218</b>		<b>7/1/2022</b>
Step 1		\$58,588
	1S	\$60,863

Step 2	\$60,819
2S	\$63,180
Step 3	\$63,141
3S	\$65,592
Step 4	\$65,555
4S	\$68,100
Step 5	\$68,064
5S	\$70,707
Step 6	\$69,371
6S	\$72,065
Step 7	\$70,698
7S	\$73,443
Step 8	\$72,060
8S	\$74,858
Step 9	\$73,446
9S	\$76,297
Step 10	\$74,859
10S	\$77,765
Step 11	\$76,300
11S	\$79,262
Step 12	\$77,769
12S	\$80,788
Step 13	\$79,269
13S	\$82,347
Step 14	\$80,796
14S	\$83,933
Step 15	\$82,357
15S	\$85,555
Step 16	\$83,948
16S	\$87,207
Step 17	\$85,570
17S	\$88,892
Step 18	\$87,223
18S	\$90,610
Step 19	\$88,909
19S	\$92,361
Step 20	\$90,618
20S	\$94,136
Step 21	\$92,431
21S	\$96,020

Step 22	\$94,280
22S	\$97,864
Step 23	\$96,051
23S	\$99,782
Step 24	\$97,937
24S	\$101,741
Step 25	\$99,895
25S	\$103,771

CITY OF BALTIMORE  
BRANDON M. SCOTT Mayor



OFFICE OF THE LABOR COMMISSIONER  
DEBORAH F. MOORE-CARTER, SFHR, SHRM-SCP  
Labor Commissioner  
417 E. Fayette Street, Suite 1203  
Baltimore, Maryland 21202  
410-396-4365

**ADDENDUM B  
NO OUTSTANDING GRIEVANCES**

October 12, 2022

Josephine Zillmann-Georgie, President  
Fraternal Order of Police  
Baltimore City Lodge #22  
100 N. Calvert Street, Rm. 104  
Baltimore, MD 21202

**RE: NO OUTSTANDING GRIEVANCES**

Dear President Zillmann-Georgie:

In connection with the initial Memorandum of Understanding ("MOU"), effective July 1, 2022 \_\_\_\_\_ ("Effective Date"), amongst the City of Baltimore, the Baltimore City Sheriff's Office and the Fraternal Order of Police, Lodge 22 ("FOP"), we hereby confirm that the FOP has had a reasonable amount of time, since being recognized as the exclusive bargaining representative for the employees in the bargaining unit, to investigate grievances to assert, or that could have been asserted with reasonable diligence in negotiations, or later through the grievance and arbitration procedure of the MOU, and that the FOP has not identified any such grievances that could have been raised prior to the Effective Date. Therefore, the FOP is not raising any, and hereby waives all grievances related to matters that could have been raised under the grievance and arbitration procedure of the MOU and that predate the Effective Date.

The foregoing waiver does not affect any rights to assert claims that could be asserted pursuant to a statutory grievance procedure, in a court or administrative proceeding concerning an employee's statutory rights or in a class action grievance under a Baltimore City or state health care or retirement plan asserted on behalf of plan participants, or any other waiver prohibited by applicable law.

Sincerely,

A handwritten signature in blue ink that reads "Deborah F. Moore-Carter".

Deborah F. Moore-Carter  
Labor Commissioner

Understood and accepted on behalf of Fraternal Order of Police, Lodge 22:

  
Josephine Zillmann-Georgie, President