

COUNTY COUNCIL OF CECIL COUNTY, MARYLAND
LEGISLATIVE SESSION DAY 2021-15

RESOLUTION NO. 49-2021

Title of Resolution: Approval – Agreement – Cecil County Corrections Association

Synopsis: A Resolution to approve the collective bargaining agreement between Cecil County and the Sheriff of Cecil County and the Cecil County Corrections Association, Local 84 of the International Union of Police Association to be effective July 1, 2021 to June 30, 2025.

Introduced by: Council President at the request of the County Executive

Introduced and ordered posted on: August 3, 2021

Scheduled for consideration on : August 17, 2021

By: _____
Council Manager

Notice and title of Resolution having been posted by (date) at the County Administration Building, 200 Chesapeake Blvd., Elkton and consideration by the Council having been scheduled on (date).

By: _____
Council Manager

Explanation: CAPITAL LETTERS INDICATE LANGUAGE ADDED TO EXISTING DOCUMENT
~~Strike through~~ indicates language deleted from existing document
Underlining indicates language added to document by amendment.
~~Double Strike through~~ indicates language stricken from document by amendment.

Approval – Agreement – Cecil County Corrections Association

1 **WHEREAS**, pursuant to Section 70-5(A) of the Code of Cecil County, the Cecil County Council may
2 enact an ordinance to authorize recognition of an exclusive representative by election or voluntary
3 recognition through a check of authorization cards at the County’s option and provide a process for such
4 authorization; and

5 **WHEREAS**, pursuant to Section 70-5(C) of the Code of Cecil County, the Council may allow
6 collective bargaining between Cecil County and the exclusive representative of its employees concerning
7 terms and conditions of employment, and a process to resolve disagreements concerning the
8 interpretation of any agreement made between the exclusive representative and the County; and

9 **WHEREAS**, pursuant to Section 70-5(D-G) of the Code of Cecil County, the Council may set forth
10 the subjects of collective bargaining and the rights reserved by the County from those subjects; time
11 frames of collective bargaining process; rules of conduct for collective bargaining; and a process and
12 remedies for violations of established rules; and

13 **WHEREAS**, an agreement between Cecil County, Maryland, and Sheriff of Cecil County, and Cecil
14 County Corrections Association, Local 84 of the International Union of Police Association, to be effective
15 from July 1, 2021 to June 30, 2025, was approved and signed by all parties on May 18, 2021, and

16 **WHEREAS**, the Agreement between Cecil County, Maryland, and Sheriff of Cecil County and Cecil
17 County Corrections Association, Local 84 of the International Union of Police Association is attached as
18 Appendix 1.

19 **NOW THEREFORE, BE IT HEREBY RESOLVED BY THE COUNTY COUNCIL OF CECIL COUNTY,**
20 **MARYLAND**, that the Agreement between Cecil County, Maryland, and Sheriff of Cecil County and Cecil
21 County Corrections Association, Local 84 of the International Union of Police Association, as agreed by all
22 parties on May 18, 2021 is hereby approved to be effective between July 1, 2021 to June 30, 2025.

23 **AND, BE IT FURTHER RESOLVED BY THE COUNTY COUNCIL OF CECIL COUNTY, MARYLAND**, that
24 this Resolution shall take effect on the date of its passage.

INTRODUCED: August 3, 2021

ADOPTED: _____

ATTEST:

President of the Council

Council Manager

AGREEMENT BETWEEN

CECIL COUNTY, MARYLAND

AND

SHERIFF OF CECIL COUNTY

AND

CECIL COUNTY
CORRECTIONS ASSOCIATION,
LOCAL 84 of the INTERNATIONAL UNION
OF POLICE ASSOCIATIONS

EFFECTIVE: JULY 1, 2021 - JUNE 30, 2025

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AGREEMENT

TIDS COLLECTIVE BARGAINING AGREEMENT ("Agreement") is by and between **CECIL COUNTY, MARYLAND**, and the **SHERIFF OF CECIL COUNTY** (hereinafter referred to as the "Employer" or "County") and the **CECIL COUNTY CORRECTIONS ASSOCIATION, LOCAL 84 OF THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS**, (hereinafter referred to as the "Association").

Preamble

The County and Association enter into this Agreement to promote a harmonious, cooperative and productive working relationship between County and its employees; to promote and improve the efficient operation of the Cecil County Detention Center; to establish terms and conditions for the employment of individuals covered by this understanding; and to provide procedures for the resolution of disputes arising within the employment relationship.

Whereas, the Employer and Association, in consideration of the mutual covenants and promises herein contained, do hereby agree that the terms of the Agreement are as follows:

ARTICLE! RECOGNITION AND UNIT

Section 1.1- Recognition

Pursuant to the provisions of the Code of Maryland, Courts and Judicial Proceedings, § 2-309(i)(4); the Code of Public Local Laws of Cecil County, Chapter A384, which incorporates the Personnel Policies and Procedures Manual, and the Code of Public Local Laws of Cecil County, Chapter 70, Article II Collective Bargaining (the "collective bargaining laws"), the Employer recognizes the Association as the sole and exclusive representative of the classifications listed in Section 1.2 of this Agreement (herein referred to as "Employees" or "Employees in the bargaining unit").

Section 1.2- Unit Description

- (a) **Current Classifications:** The terms "employee" and "employees" shall mean all permanent employees occupying the following classifications: a full-time sworn Correctional Deputy Sheriff at the rank of lieutenant and below that are occupying full-time sworn

Correctional Deputy Sheriff positions as specifically identified in Appendix A.

- (b) Re-Titled or Additional Classifications. In the event(s) that the classifications referenced in section 1.2(a) are re-titled or that the County Service is increased by the additional of any new classification(s) which would be eligible for inclusion in the unit description in Section 1.2(a) of this Agreement, such classification(s) shall be included in this Article upon the mutual agreement of County and Association.

Section 1.3- Probationary Employees

- (a) Probationary Employees as defined in the Code of Maryland, Courts and Judicial Proceedings, §§ 2-309(i)(v) and (vi) shall be included in the bargaining unit.
- (b) All new and rehired employees shall be considered probationary employees for twelve (12) months. This probationary status may be extended to eighteen (18) months at the exclusive discretion of the County or Sheriff or their designees. A probationary employee is not eligible for any step increases or promotions under this Agreement.
- (c) The discipline and or discharge of a probationary employee shall not be subject to Article 6 (Grievance Procedure) of this Agreement. The Sheriff (or the Sheriff's designee) retains the right to discipline and or discharge a Probationary Employee without cause in the Sheriff's (or the Sheriff's designee's) discretion.

**ARTICLE2
NON-DISCRIMINATION**

The County and Association shall apply the provisions of this Agreement to all employees without discrimination per State and Federal law.

ARTICLE 3 NO STRIKE OR LOCKOUT

Section 3.1- No Strikes or Lockouts

The Association agrees that during the term of this Agreement, neither it nor any Employee covered herein shall engage in a strike, which is defined by State Personnel and Pensions §3-303, to mean "any concerted action to impede the full and proper performance of employment duties in order to induce, influence, coerce, or enforce demands for a change in wages, hours, terms or other conditions of employment." Strike includes a total or partial: refusal or failure to report to work; refusal or failure to perform employment duties; withdrawal from work; work stoppage; work slowdown; or sick out. Any violation of this section by an Employee(s) will allow the County to discharge, demote, discipline or suspend that Employee(s). However, such discharged, demoted, disciplined or suspended employee may utilize the grievance procedure under Article 6 of this Agreement.

Nothing in this Agreement shall deprive the County of remedies available to it under applicable law.

Neither the County nor its agents will authorize, institute, aid or promote any lockout of employees covered by this Agreement, which is defined by State Personnel and Pensions §3-304 to mean any action taken by the County to "interrupt or prevent the continuity of the employees' usual work for the purpose and with the intent of coercing the employees into relinquishing rights guaranteed by this title" or "bring economic pressure on employees for the purpose of securing the agreement for their exclusive representative to certain collective bargaining agreement terms."

Section 3.2 - Association Responsibility

The Association agrees to notify its officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption, which may be caused or initiated by others, and to encourage employees violating Section 3.1 to return to work.

Section 3.3 - Judicial Relief

Nothing contained herein shall preclude the County or Association from obtaining judicial restraint and damages in the event of a violation of this Article. The cost of any judicial relief under this section shall be borne by the losing party. However, each party shall bear the cost of their own attorneys' fees.

ARTICLE 4 PAYROLL DEDUCTION

The Employer agrees to deduct Association dues and service fees, when applicable, without cost to the Association from the pay of any eligible Employee whom it is certified to represent and who authorizes such deductions in writing pursuant to the provisions of the Cecil County Labor Code as set forth in this Agreement. All such monies withheld shall be transmitted to the Association within fourteen (14) days of said deduction. The Employer agrees to supply the Association or its designee with a dues and service fee deduction computer printout on a quarterly basis throughout the term of this Agreement. Said printout shall include each individual's name, workplace, annual salary, and amount deducted per pay period. Said authorization may be revoked by the Employee by notifying the Association or County in writing (wherein County will then forward such notification to the Association).

The Association shall indemnify and save the Employer harmless of any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of the disposition of the funds deducted under this Article as soon as they have been remitted by the Employer to the Association. No other Labor Organization shall be entitled to check off dues from Employees covered by this Agreement.

ARTICLES MANAGEMENT RIGHTS

The Employer retains all of the rights and powers reserved to it in the Code of Maryland, Courts and Judicial Proceedings, § 2-309(i)(4), and the Code of Public Local Laws of Cecil County, Chapter A384.

ARTICLE 6 GRIEVANCE AND ARBITRATION PROCEDURE

Section 6.1 - Definition of Grievance

A grievance is a difference or dispute between an employee and County regarding the meaning, interpretation or application of the express terms of this Agreement, or a violation of the County Charter, County Code or other applicable law regarding employment.

A grievance may be filed by the Association, an individual employee, or by the Association on behalf of a group of affected employees.

Section 6.2 - Grievance Procedure

A grievance must be raised within fourteen (14) calendar days of the event giving rise to the grievance or within fourteen (14) calendar days of the time the employee knew or should have known of such an event. The grievance form attached as Appendix B shall be used.

Grievances shall be processed as follows:

Step 1: Written Grievance

The grieving employee or Association shall file a written grievance with the Captain to whom the grieving employee(s) ultimately report(s) in the chain-of-command.

The Captain (or their designee) shall hold a meeting with the grieving party and the employee's Association Representative to discuss the grievance within fourteen (14) calendar days of receipt of the Grievance Form. In the event no resolution to the written grievance is reached during such meeting, the Captain or their designee shall issue a written answer to the written grievance within fourteen (14) calendar days after the Step 1 meeting.

Step 2: Written Grievance to Sheriff & County Administrator

If the grievance is not resolved at Step 1, in order to pursue the grievance further and continue seeking resolution, a written grievance shall be filed with the Sheriff and County Administrator within fourteen (14) calendar days of receipt of the Step 1 written answer. The issue that is being grieved in the Grievance Form may not be enlarged in Step 2. However, Employee or Association may provide additional supporting material.

The writing shall state specifically the substance of the grievance and identify the aggrieved Employee along with the original Grievance Form. The aggrieved Employee and, at the Employee's discretion, an Association Representative shall meet with the Sheriff and County Administrator or their respective designee(s) within fourteen (14) calendar days of the filing of the grievance at this step to discuss its substance and possible resolutions. The Sheriff and County Administrator or their respective designee(s) shall give their decision

in writing to the Employee within fourteen (14) calendar days after the Step 2 meeting.

Step 3 A: Binding Arbitration

The grievance procedure which, pursuant to the Code of Maryland, Courts and Judicial Proceedings, § 2-321(h)(5)(ii), provides for binding arbitration of grievances in reference to this labor contract and grievances related to interpretation or breach of contract.

If a grievance has not been satisfactorily resolved at Step 2, the aggrieved Employee or the Association may, within twenty-eight (28) calendar days of the Step 2 meeting, initiate binding arbitration by written notice to the Sheriff and County Administrator of the decision to arbitrate.

Within fourteen (14) calendar days after receipt of the arbitration notice, the parties shall attempt to agree upon an arbitrator. If at the end of the fourteen (14) calendar days the parties have not agreed upon an arbitrator, the parties shall submit a request for a panel of ten arbitrators who are members of the National Academy of Arbitrators from the American Arbitration Association (AAA) or another appropriate service mutually agreeable to the parties. Within fourteen (14) calendar days after receipt of a panel from AAA, the parties shall alternately strike names from that panel until one (1) name remains. That person shall be the arbitrator. The parties determine the first strike by coin flip.

Both the County and the Association shall have the right to file a brief with the arbitrator.

The arbitrator may: convene and adjourn hearings on the grievance; administer oaths; call and examine witnesses; issue subpoenas to compel the presence of witnesses and the production of documents; hear the evidence; request briefs from either party; and issue a final and binding decision on the grievance.

The arbitrator's decision shall be final and binding on all parties. The arbitrator's decision shall be issued within thirty (30) calendar days of the latter of the close of the hearing or the submission of briefs, unless the parties otherwise agree in writing.

Arbitration hearings shall be conducted in Cecil County unless otherwise agreed in writing by the parties. The arbitrator shall designate a time and place for

the hearing and notify the parties not less than twenty (20) calendar days before the hearing.

At the arbitration hearing, each party has the right to be heard, to present evidence material to the controversy, to examine and cross-examine witnesses, and file a closing brief with the arbitrator. Arbitrators are not bound by the technical rules of evidence.

The arbitrator shall be bound by the facts and evidence submitted to him/her. No arbitrator shall have the jurisdiction or authority to add to, take from, nullify or modify any of the terms in this Agreement or State Law and/or County Law or to impair any of the rights reserved to the parties under the terms thereof; nor shall the arbitrator have the power to substitute his or her discretion for that of the Employer and its administration as provided by the State Law or County Law.

Should the arbitrator determine that an Employee was suspended or discharged by County without justification, the arbitrator shall have the authority to determine whether he/she shall be restored to his/her former status and determine whether and to what extent any back pay should be awarded. If back pay is awarded, the arbitrator shall reduce such back pay award by any earnings, compensation or remuneration received by the Employee during his/her time of suspension or discharge.

At no time may arbitrator award any benefits with a financial value beyond what the employee would have otherwise earned had the suspension or discharge not occurred.

The cost of any arbitration proceedings under this Agreement shall be borne by the losing party. However, each party shall bear the cost of their own attorney fees.

Step 3 B: Review of Personnel Board

In the alternative, the employee may appeal to the County Personnel Board as set out in the Personnel Policies and Procedures Manual.

Section 6.3 - Interpretive Guidance

The Association shall be the exclusive representative in all grievance matters, except that an Employee may represent themselves in accordance with the grievance procedures set forth herein.

If the Employer fails to provide an answer to the grievance within the time limits so provided, the Employee with or without the Employee's Association representative may immediately appeal to the next step.

The Employee or Association failing to act upon a grievance within the time limits so provided forfeit their right to advance further in the grievance process.

The time limits prescribed herein may be altered and/or waived by mutual agreement, in writing, by the Employer and the Association.

Whenever a grievance, dispute or difference of opinion arises in the workplace, the Employee, Association, and Employer are encouraged to make an effort to resolve the matter informally. Nothing in this Article shall discourage or prohibit the exercise of good communication in an attempt to informally resolve misunderstandings, the perceived misapplication of rules, or other confusing circumstances.

ARTICLE 7 ECONOMICS

Section 7.1 - General.

During the term of this Agreement, the following economic terms and conditions shall remain without change as they were in effect on July 1, 2021:

- **Overtime, including the basis for the computation and payment**
- **Holiday pay**
- **Shift differential**
- **Acting pay**
- **On-call and/or call in pay**
- **Pension Plan**
- **Work on a scheduled day off**
- **Training pay**

Section 7.2 - Vehicles.

The County and the Sheriff have the right to modify any take-home-vehicle program. However, if there is a material change in this program, the County or Sheriff agrees to give, in writing, reasonable advance notice to the Association.

Section 7.3 - Employee Benefits

The County will provide Health Insurance, Dental Insurance, Vision Insurance, Prescription Drug benefits and Life Insurance programs at a cost that will be the same as it is for a majority of County employees not covered by a collective bargaining agreement that provides for something different (hereinafter "all County employees").

The County will provide Sick leave, Annual leave, Personal leave, Administrative leave, Military Service leave, Bereavement leave, and any other paid or unpaid leave under the same conditions as it is for all County employees.

The County will provide a Deferred Compensation program, a Flexible Spending Account program and an Employee Assistance program to Employees under the same conditions as it is for all County employees.

The County or Sheriff reserves the right to change any of these programs in Section 7.3. However, if there is a material change in any of these programs, the County or Sheriff agrees to give, in writing, reasonable advance notice to the Association of any such material changes. Any elimination or any change resulting in a 5% increase in cost to a specific program is automatically deemed material.

County agrees to permit one employee to be a non-voting member of the County's Health Advisory Committee and agrees to give said employee a total of 8 hours of administrative leave time, if otherwise on duty, to attend the four Health Advisory Committee meetings each year, wherein said Administrative Leave is to be taken in 2 hour blocks.

Section 7.4- Cost of Living Adjustment {"COLA"}.

- (a) For the Fiscal Year July 1, 2021 through June 30, 2022 (FY22), the Employer will pay a 1.5% COLA increase, effective on the first full two-week pay period after July 1, 2021. The first day worked with the increased rate will be July 3, 2021.
- (b) For the Fiscal Year July 1, 2022 through June 30, 2023 (FY23), the Employer will pay a 2% COLA increase, effective on the first full two-week pay period after July 1, 2022. The first day worked with the increased rate will be July 2, 2022.
- (c) For the Fiscal Year July 1, 2023 through June 30, 2024 (FY24), the Employer will pay a 1.5% COLA increase, effective on the first full

two-week pay period after July 1, 2023. The first day worked with the increased rate will be July 1, 2023.

- (d) For the Fiscal Year July 1, 2024 through June 30, 2025 (FY25), the Employer will pay a 1.5% COLA increase, effective on the first full two-week pay period after July 1, 2024. The first day worked with the increased rate will be July 6, 2024.

Section 7.5 - Step Increase.

On the first full two-week pay period after the anniversary of each employee's most recent entry on duty at the County Detention Center, all employees who are eligible for a step increase in accordance with County Policy HR-003A shall receive a one-step increase during Fiscal Year 2022 (7/1/2021 through 6/30/2022); a one-step increase during Fiscal Year 2023 (7/1/2022 through 6/30/2023); a one-step increase during Fiscal Year 2024 (7/1/2023 through 6/30/2024); and a one-step increase during Fiscal Year 2025 (7/1/2024 through 6/30/2025).

Section 7.6 - Wages

- (a) Effective on July 5, 2021, the Employer shall pay Employees in accordance with the wage scale attached as Appendix C. Please note that this pay scale includes the 1.5% COLA.
- (b) Effective on July 2, 2022, the Employer shall pay Employees in accordance with the wage scale attached as Appendix C. Please note that this pay scale includes the 2.0% COLA.
- (c) Effective for the first full two-week pay period after July 1, 2023, the Employer shall pay Employees in accordance with the wage scale attached as Appendix C. Please note that this pay scale includes the 1.5% COLA.
- (d) Effective for the first full two-week pay period after July 6, 2024, the Employer shall pay Employees in accordance with the wage scale attached as Appendix C. Please note that this pay scale includes the 1.5% COLA.

Section 7.7 - Sick Time Exchange

When an employee accrues over 80 hours of unused sick time within a calendar year, between the following January 1st and January 31st the employee

may apply, in writing, to exchange 80 hours of accrued unused sick time for 40 hours of vacation time, which will be applied to the year following the accrual of the unused sick time.

For example, an employee who accrues over 80 hours of unused sick time in calendar year 2021, may apply between January 1st and January 31st of 2022 to exchange 80 hours of the accrued unused sick time for 40 hours of vacation time. The new 40 hours of vacation time will be applied to calendar year 2022.

ARTICLES DISCIPLINE

Section 8.1- Discipline

No disciplinary action shall be taken except for just cause. Disciplinary actions for just cause shall be limited to oral reprimands, written reprimands, suspension, demotion, and discharge. Discipline must be in reasonable proportion to the misconduct being disciplined and must take an employee's prior work and disciplinary history into account.

If it becomes necessary for supervisors to meet in private with an Association member to determine whether or not disciplinary action should be imposed against the employee, such employee, upon request, shall be entitled to have an Association representative present. This paragraph does not apply when discipline is being imposed during exigent circumstances.

Section 8.2 - Suspension, Demotion, and Discharge

Any grievance regarding disciplinary suspension, demotion, and discharge may be submitted directly to Step II of the grievance procedure (see Section 6.3), provided that it is raised within fourteen (14) calendar days of receipt of the written notice of suspension, demotion or discharge. Upon mutual agreement of County and Association, the Step II meeting may be waived. In such event, the Department Head (or their designated representative) shall issue a written answer to the written grievance within fourteen (14) calendar days after the mutual agreement to waive the Step II meeting. Such grievances shall therefore be processed in accordance with the procedures set forth in Article 6 (Grievance Procedure) of this Agreement.

Section 8.3 - Notice to Association

Notice of all disciplinary actions taken by County against a member of the bargaining unit shall be forwarded to Association as soon as practicable, and at a minimum within three (3) calendar days.

ARTICLE 9 JOINT LABOR-MANAGEMENT LIAISON COMMITTEE

There shall be established within the Sheriffs Office a Joint Labor-Management Liaison Committee consisting of one (1) representative of the Sheriffs Office appointed by the Sheriff, one (1) representative appointed by the County Administrator, and up to two (2) representatives designated by the Association. The Committee shall meet not less than quarterly except upon the majority consent of the Committee. It shall consider, evaluate, and if in agreement, make recommendations to and/or advise the Sheriff and/or their designee with respect to specific matters bearing upon the economy, efficiency, or other improvement in operations and/or upon the welfare of Employees whether or not such matters are negotiable. Any such recommendations are not binding and shall not commit any party to negotiate regarding said recommendations. Neither the Committee, nor any individual member of the Committee, including any representatives of the Employer, or Association, shall have any authority to bind the parties hereto nor to amend or modify this Agreement in any respect. It is hereby agreed that the Employer retains all of its Management rights and that the Employer shall not be required to consult with the Association or Committee at any time in order to exercise any of its Management Rights. Nothing in this Article shall constitute a substitution for the grievance procedure contained in this Agreement. The Committee meetings cannot be used to initiate or continue collective bargaining, to present grievances, or to in any way attempt to modify, add to, or detract from the provisions of this Agreement.

ARTICLE 10 ASSOCIATION BUSINESS & REPRESENTATIVES

Section 10.1 - Association Visitation

With the permission of either the County Administrator or Correctional Facility Administrators of the County's Detention Centers, representatives of Association shall have reasonable access to County premises for the purpose of conferring with County or with other Association representatives regarding the administration of this Agreement. County shall not unreasonably withhold such permission.

Section 10.2 - Bulletin Boards

The Employer agrees to continue to provide bulletin board space labeled with the Association logo and name in Departmental facilities for the purpose of

allowing the Association to inform its membership of Association business and activities. The Association President and/or Association Secretary shall sign all notices. No scurrilous or defamatory material shall be posted. The Employer shall take reasonable measures to remove any materials posted in violation of this Article, if the Association makes such a request. The space so designated shall be maintained in an orderly manner to include periodic removal of outdated material.

Section 10.3 - Negotiations

Up to four (4) employees selected by Association shall be granted leave with pay for meetings at times mutually agreed to by County and Association for the purpose of negotiating a successor to this Agreement. If the employee is not scheduled to work on the date of a negotiating session, they shall receive no pay for attending the session.

Section 10.4 - Association Business

After giving three (3) calendar days' notice to Sheriff or County or their representatives, one (1) Association employee will be granted up to 8 hours (in 4 hour blocks) of administrative leave during working hours for the purpose of investigating and/or presenting a grievance under Article 6 of this Agreement, and where it will not interfere with the operations of the Detention Center.

Section 10.5 - New Hires

The Department shall notify the Association of all new Employees and their telephone number and email address of record.

The Department shall provide the Association with at least one week's notice of new employee pre-service training. During training, the Association will be provided reasonable time (no more than thirty minutes) for representatives to introduce themselves.

ARTICLE 11
UNIFORMS AND ALLOWANCES

Section 11.1 - Uniforms

All uniform shirts, jackets and coats will be provided at no cost to the employee.

Section 11.2 - Allowances

County will provide a \$175 allowance per year to each employee for boots, stripes and laundry.

ARTICLE 12 FURLOUGHS/LAYOFFS

Section 12.1 - Furloughs

Forced furloughs or unpaid leave days may only be considered if there is an economic crisis, as evidenced by a County shortfall of revenue by at least 10% in any fiscal year and or there is a major policy change at either the state or federal level in regards to incarceration.

County or Sheriff agree to give Association a minimum of 45 days' written notice of any furlough so the parties can meet and confer regarding any terms of a furlough.

Section 12.2 - Layoffs

A layoff may only be considered if there is an economic crisis, where County revenue falls by at least 10% in any fiscal year and or there is a major policy change at either the state or federal level in regards to incarceration.

In the event of a layoff, employees with the last seniority shall be laid off first. Where the least senior employees have the same hire date, and the qualifications, skill and ability of said employees are relatively equal, the employees to be laid off shall be chosen by lot. No permanent employee shall be laid off while there is a temporary employee performing duties for which the permanent employee is qualified. Each employee shall receive at least fourteen (14) calendar days written notice of layoff. No new employee shall be hired until all qualified employees on layoff have been offered an opportunity to return to work. Recall to work shall be in the reverse order of layoff.

County or Sheriff agree to give Association a minimum of 45 days' written notice of any layoff furlough so the parties can meet and confer regarding any terms of a layoff.

ARTICLE 13 SENIORITY

Seniority within the Department shall be defined as follows:

1. Rank
2. Time in Rank
3. Date of Hire

ARTICLE 14 SEVERABILITY

If any term or provision of this Agreement is, at any time during the life of this Agreement, determined by a court of competent jurisdiction to be in conflict with any applicable law, constitution, statute or ordinance, such term or provision shall continue in effect only to the extent permitted by law. If any term or provision is so held to be invalid or unenforceable (or if the parties agree that it is), such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement. All other Articles and Sections of this Agreement will remain in full force and effect for the duration of the Agreement. If any term or provision is so held to be invalid or unenforceable, the parties will enter into negotiations for a substitute provision within fourteen (14) calendar days thereafter.

ARTICLE 15 DURATION

Section 15.1 Duration

This Agreement shall become effective upon ratification and remain in full force and effect on the parties and their respective assigns and successors through June 30, 2025. The Agreement shall automatically be renewed from year to year after its expiration, unless either party shall give to the other party written notice of a desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing no later than October 1 of the year preceding the date of termination. In the event such notice is given, the parties shall make all reasonable efforts to begin negotiations for a successor agreement not later than the first business day of the year that the Agreement expires.

Section 15.2 Implementation

Upon ratification by the membership of the Association, this Agreement shall be executed by the County Executive. It is understood that agreements on issues requiring approval by the County Council are tentative pending approval by the County Council. Once ratified by the Association, executed by the County Executive and approved by the County Council on issues requiring Council approval, all terms of this Memorandum of Agreement shall be binding on the County and Association as a contract between them for the duration herein. The County Executive, the County Executive's Administration and the Association shall act expeditiously and in good faith to implement all terms and conditions of the Agreement.

IN WITNESS WHEREOF, the County and Association have caused their names to be subscribed hereto by their duly authorized officers and representatives this 11 day of April, 2021.

CECIL COUNTY, MARYLAND




COUNTY EXECUTIVE

CECIL COUNTY CORRECTIONS
ASSOCIATION, I.U.P.A. LOCAL 84



PRESIDENT

SHERIFF OF CECIL COUNTY

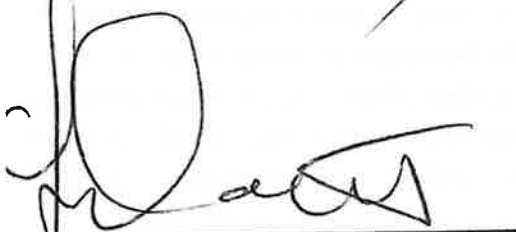


SHERIFF

CECIL COUNTY CORRECTIONS
ASSOCIATION, I.U.P.A. LOCAL 84



PRESIDENT



SECRETARY

CECIL COUNTY CORRECTIONS
ASSOCIATION, I.U.P.A. LOCAL 84



SECRETARY

w/trve&3

t" 1' & / L-o'2-'

APPENDIX A

CECIL COUNTY CORRECTIONS ASSOCIATION

LOCAL 84 IUPA ELIGIBLE

CORPORAL - DETENTION CENTER
CORPORAL - WORK RELEASE
COUNSELOR 1 - DETENTION CENTER
COUNSELOR 2 - DETENTION CENTER
COUNSELOR 1-WORK RELEASE
COUNSELOR 2 - WORK RELEASE
DEPUTY - DETENTION CENTER
DEPUTY - WORK RELEASE
DFC - DETENTION CENTER
DFC - WORK RELEASE
FIRST SERGEANT - DETENTION CENTER
HOME MONITORING COORDINATOR
LIEUTENANT - DETENTION CENTER
LIEUTENANT - WORK RELEASE
SENIOR DFC- DETENTION CENTER
SENIOR DFC - WORK RELEASE
SERGEANT - DETENTION CENTER
SERGEANT-WORK RELEASE
WORK RELEASE COORDINATOR

The position of Pre-Trial Case Manager is not eligible for inclusion in the Bargaining Unit. However, at the time this Agreement is signed the person holding the position will be considered included in the Bargaining Unit as long as 1) they continue employment in the position of Pre-Trial Case Manager, 2) they remain a sworn Deputy Correctional Officer, and 3) they work overtime shifts in any of the above listed positions at least once per fiscal year. If during the term of this Agreement they are no longer employed in this position, the replacement person **WM** not be eligible for inclusion in the Bargaining Unit.

Appendix B

CECIL COUNTY CORRECTIONS ASSOCIATION

GRIEVANCE FORM

Name: _____ Date: _____

Telephone: _____ Email: _____

Address: _____

Nature of Grievance:

Adjustment Desired:

Signature: _____

Date Received by Union:	
Received By:	(SiJ; mature)
Date Received by Sheriff/County:	
Received By:	(SiJ; mature)

