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**AGREEMENT
BETWEEN**

CECIL COUNTY, MARYLAND

AND

SHERIFF OF CECIL COUNTY

AND

**CECIL COUNTY LODGE 2, FRATERNAL
ORDER OF POLICE, INC.**

EFFECTIVE:

~~**JULY 1, 2014 2015 – JUNE 30, 2016 2018**~~

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JULY 1, 2018 – JUNE 30, 2021

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AGREEMENT

THIS COLLECTIVE BARGAINING AGREEMENT (“Agreement”) is by and between CECIL COUNTY, MARYLAND, and the SHERIFF OF CECIL COUNTY (hereinafter referred to as the “Employer”) and the CECIL COUNTY LODGE NO. 2, FRATERNAL ORDER OF POLICE, INC. (hereinafter referred to as the “FOP” or “Union”). Whereas, the Employer and Union, in consideration of the mutual covenants and promises herein contained, do hereby agree that the terms of the Agreement are as follows:

ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Code of Maryland, Courts and Judicial Proceedings, § 2-309(i)(4) and Code of Public Local Laws of Cecil County, Chapter A277, Personnel Policies and Procedures, § 3 (the “collective bargaining laws”), the Employer recognizes the Cecil County Lodge No. 2, Fraternal Order of Police, Inc. as the sole and exclusive representative of all full-time sworn law enforcement Deputy Sheriffs in the Office of the Sheriff of Cecil County at the rank of Sergeant and below (herein referred to as “Employees” or “Employees in the bargaining unit”). 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. However during such probationary period, the Sheriff retains the right to discharge a Probationary Employee without cause in his discretion.

Conditioned upon appropriate legislation being passed by the Maryland General Assembly during the 2018 Legislative Session and such legislation becoming law, the Employer recognizes that Cecil County Lodge No. 2, Fraternal Order of Police, Inc. as the sole and exclusive representative of all full-time sworn law enforcement Deputy Sheriffs in

the Office of the Sheriff of Cecil County at the rank of Captain and below (herein referred to as “Employees” or “Employees in the bargaining unit.”

ARTICLE 2
CHECK-OFF

The Employer agrees to deduct FOP dues and service fees, when applicable, without cost to the FOP 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 FOP within fourteen (14) days of said deduction. The Employer agrees to supply the FOP 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 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.

The FOP 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 FOP.

Pursuant to the Cecil County Labor Code, Chapter A277, Personnel Policies and Procedures Section 3, no other Labor Organization shall be entitled to check off dues and service fees from Employees covered by this Agreement.

ARTICLE 3
LODGE SECURITY

All eligible Employees covered by this Agreement who are (a) employed after July 1, 2011 and elect not to join or remain members of the FOP or (b) who were employed prior to July 1, 2011 and had previously executed membership or dues authorization cards as members of said FOP, but hereafter elect to terminate such membership and/or revoke said dues authorization cards, shall, as a condition of continued employment, pay a service fee to the FOP, during the period that said FOP retains its certification, in an amount not to exceed seventy-five percent (75%) of the then current FOP dues in order to defray the costs incurred by the FOP in the negotiation, administration and implementation of the terms of the Agreement, and all modifications and amendments thereto, including related proceedings before an Impasse or Arbitration Panel or arbitration in the processing of grievances. The service fee provisions as outlined herein shall apply if the FOP demonstrates that ten percent (10%) or more of the total Employees eligible to be included within an appropriate unit decline to authorize dues deductions imposed by said FOP.

The FOP 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 collection and disposition of the funds deducted under this Article as soon as they have been remitted by the Employer to the FOP.

ARTICLE 4
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 Code of Public Local Laws of Cecil County, Chapter A277, Personnel Policies and Procedures, § 3.

ARTICLE 5
GRIEVANCE AND ARBITRATION PROCEDURE

A. This Article sets forth the grievance procedure which, pursuant to the Code of Maryland, Courts and Judicial Proceedings, § 2-309(i)(4)(v)(2), shall apply and be limited to all disputes concerning the application or interpretation of the terms of this Agreement or a claimed violation, misrepresentation or misapplication of the rules or regulations of Cecil County, Maryland or the Sheriff of Cecil County affecting the terms and conditions of employment. All grievances shall be settled in the following manner:

Step 1:

The aggrieved Employee will submit his/her grievance within fourteen (14) calendar days of the actions being grieved or within fourteen (14) calendar days of the Employee having reasonable knowledge of the actions, on the approved grievance form to his/her First Sergeant or if there is no First Sergeant, then to the Sheriff or his/her designee. The writing shall state specifically the substance of the grievance and identify the aggrieved Employee. The First Sergeant or Sheriff or his/her designee shall meet with the aggrieved Employee and his or her designated FOP Representative to discuss the grievance within fourteen (14) calendar days of receipt of the grievance form and shall reply to the Employee, in writing, within fourteen (14) calendar days after the meeting.

Step 2:

If not resolved at Step 1, the aggrieved Employee shall file the grievance on the approved form with the Sheriff and County Administrator within fourteen (14) calendar days of receipt of the Step 1 decision. The writing shall state specifically the substance of the grievance and identify the aggrieved Employee. The aggrieved Employee and, at his or her discretion, a FOP 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 aforesaid meeting.

Step 3:

- (a) If a grievance has not been satisfactorily resolved at Step 2, the aggrieved Employee or the FOP may, within fourteen (14) calendar days of the completion of Step 2, initiate binding arbitration by written notice to the Sheriff and County Administrator of the decision to arbitrate.
- (b) Within fourteen (14) calendar days after receipt of the 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 list of arbitrators to the Federal Mediation and Conciliation Service. Within fourteen (14) calendar days after receipt of a panel from the Federal Mediation and Conciliation Service, the parties shall alternately strike names from that panel until one (1) name remains. That person shall be the arbitrator. The parties shall alternate making the first strike.
- (c) Briefs shall be filed only if the arbitrator determines they are necessary.
- (d) The arbitrator's decision shall be final and binding on all parties. The arbitrator's decision shall be issued within thirty (30) days of the latter of the close of the hearing or the submission of briefs.
- (e) The Employer may only file a grievance concerning Article 2 ("Check-Off") or Article 3 ("Lodge Security").

- (f) The cost of any arbitration proceedings under this Agreement shall be borne by the losing party. However, each party shall bear their own attorneys' fees. If an Employee chooses to arbitrate his or her grievance without the approval of the FOP and shall lose the grievance, the Employee shall be solely responsible for the cost of the arbitration.
- (g) 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 of this Agreement or State Law and/or County Ordinance 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 State Law and/or County Ordinance.
- (h) Should it be determined that an Employee was suspended or discharged without just cause as provided in this Agreement, 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 shall 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 from any employment source whatsoever other than compensation or remuneration from approved secondary employment during the period involved.

B. The FOP shall be the exclusive representative in all grievance matters, except that an Employee may represent himself/herself in accordance with the grievance procedures set forth herein.

C. All grievances in writing shall be filed on a form developed jointly by both parties. The grieving Employee shall retain a copy of the grievance form submitted.

D. If the Employer fails to provide an answer to the grievance within the time limits so provided, the Employee with or without his/her FOP representative may immediately appeal to the next step.

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

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

G. Whenever a dispute or difference of opinion arises in the workplace, the Employee, FOP, 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 6 **ECONOMICS**

Section 6.1. – General.

During the term of this Agreement, the following economic terms and conditions and all other economic terms and conditions shall remain without change as they were in effect on June 30, 2011 unless otherwise expressly stated elsewhere in Article 6:

- Wages and wage scales
- Step increment
- Overtime, including the basis for the computation and payment
- Premium wages
- Sick leave, Annual leave, Personal leave, Administrative leave, Military service leave, Bereavement leave, any other paid or unpaid leave
- Holiday pay

- Shift differential
- Acting pay
- On-call and/or call in pay
- Deferred compensation
- Pension Plan
- Clothing and shoe allowance(s)
- Uniforms and equipment
- Life insurance
- Group health, dental, vision, and prescription drug insurance
- Work on a scheduled day off
- Cost of Living Adjustment (“COLA”)
- Special allowance(s)
- Training pay
- Flexible spending account
- Employee assistance program (“EAP”)
- Sick leave buy back
- Tuition reimbursement

In addition, the current take home vehicle program shall not be abolished but the County and the Sheriff have the right to modify the program with respect to personal use of take home vehicles.

The County will provide the Union parity with other Cecil County employees (represented and unrepresented) on economic terms and conditions.

In the event the County shall unilaterally eliminate or diminish any of the economic terms agreed upon in this Agreement without first bargaining with the Union over such changes, an Arbitrator may award, as a penalty for such contract violation, a doubling of Employees’ vacation accrual during the Fiscal Year of the Agreement in which the economic term was diminished or modified.~~In the event the County shall fail to provide the Union with any economic terms agreed upon in this Agreement, Employees’ vacation accrual shall double for the year of the Agreement for which the County fails to provide the agreed upon economic terms.~~

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Section 6.2 – Health Insurance Premiums and Costs

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~~Notwithstanding the language of this Section 6.1, the County and/or its designated benefit plan administrators has the right, at its discretion, to change group benefit plan providers during the course of this Agreement so long as the change does not result in a material loss of benefits. In the event that such change results in an increase in the amount the employee pays to participate in the changed benefit plan, the Agreement shall automatically reopen for the purpose of negotiating the amount of such increase.~~ Notwithstanding the language of this Section 6.1, the County and/or its designated benefit plan administrators has the right, at its sole discretion, to:

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~~(1) (a)~~ change group benefit plan providers so long as the change does not result in a material loss of benefits. In the event that such change results in an increase of greater than ~~7.5%~~ **8.5%** in the amount the employee pays to participate in the changed benefit plan, then the change shall be deemed "material" and the Agreement shall automatically reopen for the purpose of negotiating the amount of such increase; and,

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~~(2) (b)~~ increase group health, dental, vision, and prescription drug insurance premiums and co-pays so long as such increase does not exceed ~~7.5%~~ **8.5%** in any 12 month period.

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Notwithstanding any other provision of this Section, if the Employer agrees to limit premium and co-pay increases to less than 8.5% to other county employees, the Employer shall grant the same limit to employees in the bargaining unit.

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Section 6.3. 6.4 – Step Increase.

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~~For Fiscal Year 2016, Employees will not receive any step increase. Employees who are eligible for a step increase in accordance with County Policy HR-003A during Fiscal Years 2015 2017 and 2018 will receive such an increase only if other County employees receive a step increase in those fiscal years. The step increase will be paid as follows:~~

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~~• If the employee has twelve (12) months or more service with the County prior to July 1, 2014, the employee will receive the step increase effective July 1, 2014.~~

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~~— If the employee has less than twelve (12) months of service with the County prior to July 1, 2014, the employee will receive the step increase on his or her anniversary date.~~

(a) On July 1, 2018, all employees shall be placed on the step equal to their completed years of service with the Employer as of July 1, 2018. For an employee who has over 24 years of service as of July 1, 2018, the employee shall be placed on step 24.

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(b) On the anniversary of their entry on duty, 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 2020 (7/1/19 through 6/30/20) and a one step increase during Fiscal Year 2021 (7/1/2020 through 6/30/2021).

Section 6.5 – Wages

(a) Effective July 1, 2018, the Employer shall pay Employees in accordance with the wage scale attached to this memorandum as Appendix A.

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(b) Effective July 1, 2019, the Employer shall pay Employees in accordance with the wage scale attached to this memorandum as Appendix B. The wage scale

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in Appendix B reflects the 1.5% COLA provided for in Section 6.3(b) of this MOU.

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(c) Effective July 1, 2020, the Employer shall pay Employees in accordance with the wage scale attached to this memorandum as Appendix C. The wage scale in Appendix C reflects the 1.5% COLA provided for in Section 6.3(c) of this MOU.

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(d) For illustration purposes only, two hypothetical examples of how employees' compensation changes during the term of this contract are attached to this memorandum as Appendix D.

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ARTICLE 7
DISCIPLINE

A. The Employer and the Union will abide by the standards outlined and specified in the Maryland Law Enforcement Officer's Bill of Rights ("L.E.O.B.R.") for all disciplinary matters pertaining to bargaining unit members.

B. The Employer agrees that disciplinary hearing boards will be comprised solely of sworn police officers from other Maryland police agencies and no Deputy Sheriffs from the Cecil County Sheriff's Office will serve as members of hearing boards for disciplinary matters concerning bargaining unit members.

C. Within ten (10) days after the Sheriff or his/her designee makes a finding as to an IAD report of its investigation, the Sheriff or his/her designee shall advise the affected member of the finding, *i.e.* whether sustained, not sustained, unfounded or exonerated. It is understood that where an investigation of a charge encompasses multiple charges growing out of the same

incident, advisement concerning the outcome may be deferred pending completion of the entire investigation.

D. For minor disciplinary matters, where a one (1) person Disciplinary Hearing Board is established at the discretion of the Employer, such hearing shall be scheduled no sooner than thirty (30) days from the date that counsel for the accused Employee receives a copy of the charges and the IAD case book material, unless a shorter period is mutually agreed upon by the Employer and Employee's counsel.

E. For major disciplinary matters, where a three person Disciplinary Hearing Board is established, such hearing shall not be scheduled any sooner than forty-five (45) days from the date that counsel for the accused receives a copy of the charges and the IAD casebook material, unless a shorter period is mutually agreed upon by the Employer and Employee's counsel.

F. No Hearing Board, except a Suspension Hearing, shall be held on any charges that relate to conduct which is also the subject of a criminal proceeding, until such time as criminal charges are disposed of prior to any appeal, except an appeal de novo to Maryland Circuit Court. However, the Employer may proceed with a Hearing Board after the criminal case has been postponed once by the defense or six (6) months has passed since the initiation of criminal charges, whichever occurs first.

G. Should it be determined that an Employee was administratively suspended without pay pursuant to the L.E.O.B.R. and the reason for the suspension without pay becomes null, the Employee shall be restored to his/her former status and shall be provided back pay. If back pay is paid, any back pay amount shall be reduced by any earnings, compensation or remuneration received by the Employee from any employment source whatsoever other than compensation or remuneration from approved secondary employment during the period involved.

H. The Employer shall not use evidence obtained in violation of L.E.O.B.R. against any employee in a Hearing Board.

I. In the event the Sheriff's Office and/or County install AVL or similar type vehicle locator/analysis systems on Sheriff's Office vehicles, said system shall not be used as the sole reason for disciplinary actions or investigations. Nothing in this section shall limit the right of the Sheriff to conduct an investigation and take disciplinary action when the action is supported by evidence gained in addition to information available from the AVL system.

ARTICLE 8
JOINT LABOR-MANAGEMENT LIAISON COMMITTEE

There shall be established within the Sheriff's Office a Joint Labor-Management Liaison Committee consisting of one (1) representative of the Sheriff's Office appointed by the Sheriff, one (1) representative appointed by the County Administrator, and up to two (2) representatives designated by the FOP. 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 his/her 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 FOP, 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 FOP 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 9
PRINTING OF AGREEMENT

This Agreement shall be printed and distributed to the bargaining unit by the FOP. The Employer shall reimburse the FOP fifty percent (50%) of the cost for said printing upon proof of the costs and submission of said proof. The Employer shall make the reimbursement within a reasonable time.

ARTICLE 10
FOP REPRESENTATIVES

- A. The FOP may appoint up to four (4) grievance representatives to investigate and process grievances on behalf of the bargaining representative.
- B. A written list of FOP Representatives shall be furnished to the Sheriff immediately after their designation and the FOP shall notify the Sheriff promptly of any change of such representatives.
- C. After giving three (3) calendar days notice to the First Sergeant, one (1) FOP Representative shall be granted reasonable administrative leave during working hours for the purpose of investigating and/or presenting a grievance under Article 5 of this Agreement, and where it will not interfere with the operations of the Department.
- D. Up to four (4) Employees (a maximum of two (2) Employees from the same work group) designated by the FOP shall be provided administrative leave for time spent during

meetings between the parties at times mutually agreed to by the parties for the purpose of negotiating a successor Agreement when such Employees are otherwise scheduled to work.

E. The Department shall notify the FOP of all new Employees and their addresses.

ARTICLE 11
NO STRIKE, SECONDARY BOYCOTT OR LOCKOUT

A. The FOP agrees that during the term of this Agreement, neither it nor any Employee covered herein shall engage in, initiate, sponsor, support, or direct a strike or secondary boycott or organized job action, sick out or slow down or directly or indirectly picket the Employer or any of its property. The Employer agrees that there shall be no lockout during the term of this Agreement.

B. If the FOP shall violate any of the provisions hereof:

1. Its designation as exclusive representative shall be revoked.

2. It shall be ineligible to participate in elections or to be certified as exclusive representative for a period of not less than three (3) years thereafter.

C. Nothing in this Agreement shall deprive the Employer of remedies available to it under applicable law in the event of a strike.

ARTICLE 12
BULLETIN BOARDS AND COMMUNICATIONS

The Employer agrees to continue to provide bulletin board space labeled with the FOP logo and name in Departmental facilities for the purpose of allowing the FOP to inform its membership of FOP business and activities. The bulletin board shall be enclosed in glass and shall be locked. The FOP President and/or FOP Secretary shall sign all notices. No scurrilous or defamatory material shall be posted. The Employer shall remove any materials posted in

violation of this Article. The space so designated shall be maintained in an orderly manner to include periodic removal of outdated material.

ARTICLE 13
FURLOUGHS/LAYOFFS

Section 13.1. – No Furloughs.

During the term of this Agreement, no employee shall be subject to any forced furloughs or unpaid leave days.

Section 13.2. – No Layoffs.

No employees shall be subjected to layoff during the term of this Agreement.

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
PERSONAL PRONOUNS

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

ARTICLE 16
SENIORITY

Seniority within the Department shall be defined as follows:

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

ARTICLE 17
DURATION

This Agreement shall become effective July 1, ~~2014-2015~~ **2018** and remain in full force and effect on the parties and their respective assigns and successors through June 30, ~~2016~~2018 **2021**, ~~provided, however, that the Agreement shall automatically reopen for negotiation of wages and benefits only for Fiscal Year 2016. Reopener negotiations shall be held only between November 1, 2014 and March 1, 2015.~~ 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 by certified mail 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.

The parties have executed this Agreement, this ____ day of _____, ~~2014~~2015, ~~2015~~2018.

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FOR CECIL COUNTY:

COUNTY ~~EXECUTIVE~~ADMINISTRATOR

FOR SHERIFF OF CECIL COUNTY:

SHERIFF

JASON L. ALLISON, COUNTY ATTORNEY

FOR THE FRATERNAL ORDER OF POLICE CECIL COUNTY, LODGE 2:

LEAD NEGOTIATOR

PRESIDENT

VICE PRESIDENT

HERBERT R. WEINER, ATTORNEY