

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**THE COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND,**  
**and**  
**THE SHERIFF OF CHARLES COUNTY**  
**and**  
**FRATERNAL ORDER OF POLICE LODGE NO. 24**

The County Commissioners of Charles County ("Commissioners"), the Sheriff of Charles County ("Sheriff") and the Fraternal Order of Police Lodge No. 24 ("FOP") hereby enter into the following Memorandum of Understanding ("MOU") concerning wages for the period of July 1, 2022 through June 30, 2023 (Fiscal Year 2023).

**Wages**

- (1) The State of Maryland has announced that it will provide a seven percent (7%) Cost of Living increase to each grade and step of the Department of State Police Salary Schedule effective July 1, 2022. Pursuant to Section 2-322 of the Courts and Judicial Proceedings chapter of the Maryland Code, employees will receive the 7% Cost of Living Adjustment effective July 1, 2022.
- (2) Employees who are eligible for a step increase will receive a step increase effective the first pay period following their anniversary date during Fiscal Year 2023.

**Benefits**

- (1) Unless restricted by a specific term of this Agreement, Officers shall be provided health, dental, and vision insurance, life insurance, long term disability insurance, and other County-administered employee benefits under the same terms and conditions as Charles County employees who are not covered by a Memorandum of Understanding or collective bargaining agreement, and the County shall continue in effect its retirement benefits as provided pursuant to the Charles County Sheriff's Office Retirement Plan (incorporating all amendments through January 2016 and as modified in Paragraph 2 below); provided, however, that during the term of this Agreement: (a) an Officer shall pay 30% of the cost of the health insurance premium (with the County paying the other 70%); and (b) an Officer shall contribute into the Charles County Sheriff's Office Retirement Plan 8% of their current base salary.
- (2) Section 4.1(A)(1)(c) of the Sheriff's Office Retirement Plan shall be amended to read as follows:

Amount of Benefit - The annual retirement income for Sworn Participants shall be equal to:

(a) three percent, multiplied by the Participant's Final Average Earnings, then multiplied by the lesser of: (i) 20, or (ii) the number of Years of Service (and fractional years) earned by the

Participant for either Military Service Credit described in Section 6.2(F) or as an Employee in the Eligible Class of Deputy Sheriff, plus

(b) two percent, multiplied by the Participant's Final Average Earnings, then multiplied by the number of Years of Service earned by the Participant in excess of 20 years, but not in excess of the lesser of: (i) ten, or (ii) the number of Years of Service (and fractional years) earned by the Participant for either Military Service Credit described in Section 6.2(F) or as an Employee in the Eligible Class of Deputy Sheriff in excess of 20 years, plus

(c) one percent, multiplied by the Participant's Final Average Earnings, if the Participant earned at least 500, but less than 600 hours of unused sick leave as of his or her Termination Date, plus an additional 0.1% multiplied by the Participant's Final Average Earnings for each additional 100 hours of earned, but unused, sick leave; provided, however, that, **with respect to a Participant who reaches a Termination Date prior to July 1, 2017**, the Participant's annual retirement income shall not increase by more than four percent multiplied by Final Average Earnings, by virtue of this Section 4.1(A)(1)(c), **and that, with respect to a Participant who reaches a Termination Date prior to July 1, 2022**, ~~Notwithstanding the foregoing, effective for Sworn Participants who reach a Termination Date on or after July 1, 2017,~~ the Participant's annual retirement income shall not increase by more than five percent multiplied by Final Average Earnings, by virtue of this Section 4.1(A)(1)(c). **With respect to a Participant who retires on or after July 1, 2022, there shall be no cap on the amount of earned but unused sick leave that may be used to increase Final Average Earnings pursuant to the formula set forth above, other than the 80% maximum benefit set forth in Section 4.1(A)(2) below.**

### Dispute Resolution Procedure

The Commissioners, the Sheriff, and the FOP (collectively, the "Parties") agree to adopt a Dispute Resolution Procedure as the exclusive procedure for resolving disputes or disagreements concerning the application or interpretation of the terms of this MOU, which shall include a grievance and arbitration procedure that adheres to the procedures set forth in Article IV of the July 1, 2021 through June 30, 2022 Memorandum of Understanding between the FOP and the Sheriff, as modified to include the Parties to this MOU.

### Duration


This Agreement will be effective from July 1, 2022 to June 30, 2023.

**[SIGNATURES FOLLOW ON NEXT PAGE]**

**AGREED AND ACCEPTED:**

THE COUNTY COMMISSIONERS  
OF CHARLES COUNTY, MARYLAND

DATE: Jul 7, 2022

By: 

FRATERNAL ORDER OF POLICE  
LODGE NO. 24

DATE: 7/05/2022

By:  president

SHERIFF OF CHARLES COUNTY

DATE: 07.05.22

By: 