



OFFICE OF THE INSPECTOR GENERAL  
Isabel Mercedes Cumming, Inspector General  
City Hall, Suite 635  
100 N. Holliday Street  
Baltimore, MD 21202



February 12, 2025

Re: 24-0054-I

Dear Citizens of Baltimore City,

The following Report of Investigation involves an Order issued by the elected Sheriff, Samuel Cogen, with a desired result of raising the salaries of the sworn Baltimore City Sheriff's Office employees by \$15.00 per hour. The Sheriff ordered his sworn employees to utilize a pay code in Workday to achieve the increase. The use of the pay code to increase salaries impacted the effective use of City funds.

Unbeknownst to the Sheriff, the pay code had been misconfigured from its inception, resulting in the employees receiving three times their salaries. The employees were overpaid by \$2,238,419.05 between November 15, 2023, and February 26, 2024.

As of the issuance of this report no monies have been returned. The OIG requested responses from Sheriff Cogen and City Solicitor Ebony Thompson, which is attached to this report.

Sincerely,

Isabel Mercedes Cumming  
Inspector General  
Office of the Inspector General

CC: Hon. Brandon M. Scott, Mayor of Baltimore City  
Hon. Zeke Cohen, Baltimore City Council President  
Hon. Bill Henry, Baltimore City Comptroller  
Honorable Members of the Baltimore City Council  
Hon. Ebony Thompson, Baltimore City Solicitor

**REPORT FRAUD, WASTE AND ABUSE**

HOTLINE: 443-984-3476/800-417-0430 EMAIL: [OIG@BALTIMORECITY.GOV](mailto:OIG@BALTIMORECITY.GOV) WEBSITE: [OIG.BALTIMORECITY.GOV](http://OIG.BALTIMORECITY.GOV)

*This public synopsis is only a summary of a more comprehensive report of investigation submitted to the appropriate City management official*



**OFFICE OF THE INSPECTOR GENERAL  
BALTIMORE CITY**

100 N. Holliday Street, Room 635  
BALTIMORE, MD 21202



**REPORT OF INVESTIGATION**

**EXECUTIVE SUMMARY**

On March 6, 2024, the Office of the Inspector General (OIG) received a complaint alleging potential waste and misuse of authority by Baltimore City Sheriff Samuel Cogen (Cogen). It was alleged that Cogen emailed Baltimore City Sheriff's Office (BCSO) employees with instructions for how to log time to receive additional pay.

The OIG investigation confirmed that Cogen instructed BCSO staff to change their time in Workday so they would receive extra pay.<sup>1</sup> The OIG obtained a copy of a document dated November 14, 2023, with the subject line "Detail Order from the Sheriff of Baltimore City" (Order). The Order provided instructions for how BCSO deputies, deputy sergeants, deputy lieutenants, and sworn court security officers (collectively referred to in the report as Deputies) should enter their work hours to collect an extra \$15 hourly using the 'City Detail Overtime' pay code. If maintained for a full fiscal year, the \$15 hourly rate could equate to an added annual salary amount of \$31,200 per Deputy.

The use of the City Detail pay code resulted in Deputies receiving inaccurate payments, as it was determined that the pay code was misconfigured in Workday on January 1, 2023. Deputies who followed Cogen's instructions were paid approximately triple the amount they would have earned for an 8-hour regular workday. Cogen said he issued the Order to increase Deputies' pay and improve hiring and retention issues. The Order was issued while Cogen's pay increase requests to the City were ongoing. Cogen stated that he was unaware of the Workday misconfiguration when he issued the Order.

Before Cogen issued the Order, Deputies that worked City Detail Overtime were overpaid \$132,226.89 due to the Workday misconfiguration. As a result of the Order, the Workday misconfiguration caused the City of Baltimore (City) to issue overpayments to 94 Deputies that totaled \$2,238,419.05 between November 15, 2023, and February 26, 2024. The Workday misconfiguration payments before and after the Order totaled \$2,370,645.94.<sup>2</sup> At BCSO's request, the Bureau of Accounting and Payroll Services (BAPS) deactivated the misconfigured City Detail pay code in Workday on February 26, 2024.

At the time of this report, the City has not requested the incorrect payments to be returned. The OIG recommends that BCSO, DOF, and Law collaborate to determine how to handle the retrieval of the erroneously disbursed funds in accordance with the [City Administrative Manual \(AM\)](#).

Regarding whether the use of the City Detail clause for additional salary is legal, that matter is part of an ongoing legal grievance process. The use of the City Detail clause as a mechanism for salary increases

<sup>1</sup>Workday is the City's cloud-based software used to manage multiple human resources and finance functions.

<sup>2</sup> The OIG obtained Workday payment spreadsheets from DOF and consulted with DOF representatives for the overpayment figures.

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impacts the effective use of City funds. The OIG recommends the City and the BCSO work to clearly define the City Detail clause to prevent future confusion and overpayments.

## **BACKGROUND**

### *State Law*

The Constitution of Maryland (Constitution)<sup>3</sup> establishes that a Sheriff shall be elected to a four-year term in each county and the City. Sheriffs' powers are derived from common law and are not enumerated in the Constitution. Such duties include preserving the peace and public order, preventing and detecting crime, enforcing criminal laws by arresting persons who commit crimes in a sheriff's presence, providing courthouse security, transporting prisoners, and serving warrants, writs, and summonses. Six jurisdictions in Maryland have a local police department and a sheriff's office. In the other 18 Maryland counties that lack an established police agency, sheriffs' offices are the primary law enforcement department. Additionally, Maryland's appellate courts have held that, in counties with local police agencies, "the establishment of a police department results in a dichotomy between the daily functioning of police Deputies and deputy sheriffs."<sup>4</sup> In 2004, the Maryland Attorney General (AG) opined that in a jurisdiction with an established police force, "general law enforcement functions are the responsibility of the local police department, and not the sheriff."<sup>5</sup>

The Annotated Code of Maryland (Code) establishes that each county government shall pay for expenses necessary for certain sheriff's office functions.<sup>6</sup> BCSO employees are State of Maryland employees, but their salaries are paid with City funds. The Maryland Department of Budget and Management (DBM) created the State pay scale and minimum salary requirements for sheriffs' office trainees, deputies, sergeants, lieutenants, captains, and majors. Further, State Code states that the Mayor and City Council have the same authority with respect to the Sheriff's Office as they have under the City Charter with respect to the salaries of all municipal departments.<sup>7</sup>

State law that went into effect on October 1, 2021, authorized BCSO full-time sworn law enforcement and court security officers to organize and collectively bargain with the Mayor and City Council (Council) over merit step increases and other City-managed benefits. The law precluded a BCSO labor union from negotiating salaries with the City.

### *FOP 22 Labor Agreement*

The Memorandum of Understanding between the City, BCSO, and the City Sheriff's Lodge No. 22 of Fraternal Order of Police, Inc. (FOP 22) (Fiscal Years 2023-2025) (MOU) was negotiated during former Sheriff John Anderson's (Anderson) tenure and finalized on October 12, 2022. The MOU established a pay schedule, and step increases for sworn BCSO court security officers and deputy sheriffs at or below the rank of lieutenant. Additionally, FOP 22 members received a 7% cost-of-living adjustment (COLA) in fiscal year (FY) 2023, 5% COLAs in FY 2024 and FY 2025.

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<sup>3</sup> Md. Const. Art. 5, Sec. 44

<sup>4</sup> Soper v. Montgomery County, 294 Md. 331 (1982)

<sup>5</sup> 89 Op. Atty. Gen. Md. 66

<sup>6</sup> Md. Code Ann., Cts. & Jud. Proc. § 2-313

<sup>7</sup> Md. Code of Public Local Laws, Art. 4

*Section G – City Detail Overtime*

[MOU Section G – City Detail Overtime](#) stipulates, “If an employee works pursuant to a detail order from the Sheriff or the Sheriff’s designee to assist [BPD] in crime suppression or public events, the employee shall be paid an additional \$15 per hour for each hour worked.” The MOU establishes that if a Deputy works a detail assignment during overtime hours, the Deputy will be paid at 1.5 times their City Detail Overtime rate.

**METHODOLOGY**

The OIG interviewed City and BCSO officials, Department of Finance (DOF) and Department of Human Resources (DHR) personnel, and non-City employees. The OIG reviewed numerous records, including correspondence, budget and spending reports, law enforcement agency agreements, BCSO operational plans and after-action reports for special event details, Maryland case law, more than forty BCSO position reclassification requests, and other electronic documents within the scope of the investigation. Additionally, BCSO provided data on BCSO’s incident responses in calendar year 2024.

The OIG reviewed Deputies’ pay slips from before and after the Order was issued. The OIG also reviewed Workday time entries to identify the extent to which the Order changed Deputies’ use of City Detail. The OIG was limited in identifying Deputies’ crime suppression activities because the MOU does not enumerate crime suppression activities, and BCSO did not require Deputies to provide documentation of daily work tasks to receive the extra pay.

**OIG INVESTIGATION**

*November 2023 Detail Order*

The OIG obtained a copy of Cogen’s Detail Order document (Order), dated November 14, 2023, with the subject line “Detail Order from the Sheriff of Baltimore City” (Exhibit 1).<sup>8</sup> The Order explained that Cogen issued the detail order in accordance with the City Detail provision of FOP 22’s MOU. The provision stipulates that if an employee works an assignment related to a detail order from the Sheriff to assist BPD in “crime suppression or public events,” the employee will be paid an additional \$15 hourly. The Order characterized court hearings as public events and asserted that BCSO “inherently assists” BPD to suppress crime. The Order noted that deputies are specifically detail ordered by the Sheriff to assist BPD with crime suppression by wearing uniforms, carrying service weapons, traveling in marked BCSO vehicles, and responding to crimes they witness, among other duties.

Cogen’s Order instructed sworn court security officers, deputies, deputy sergeants, and deputy lieutenants (collectively referred to as Deputies for report purposes) to select the City Detail Overtime pay code in Workday “for ALL hours worked during the regular shift AND any overtime they are authorized to work.” The Order explained the detail order would enable Deputies to receive an additional \$15 per hour, which would amount to \$120 extra for each regular shift. The detail order became effective November 15, 2023. Cogen said Deputies did not conduct additional law enforcement activities to receive the extra pay. Cogen noted the City Detail provision does not specify what it means to assist BPD in crime suppression. The

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<sup>8</sup> The Detail Order was unintentionally omitted as an exhibit in the Report of Investigation issued to the action holders. The OIG has included it in this synopsis for the public’s viewing.

Order noted the MOU does not require BPD, the City, “or any other party” to request or affirm a Sheriff detail order.

As a result of the Order, 94 Deputies selected the City Detail pay code for regular and overtime hours in Workday. Furthermore, the OIG learned the pay code was misconfigured when BAPS created it in Workday on January 1, 2023. DOF provided Workday spreadsheets and consultation related to the Deputies’ payments. The misconfiguration greatly inflated payments initiated by the Order between November 15, 2023, and when BAPS deactivated the pay code on February 26, 2024. In that time, the City incorrectly paid Deputies \$2,238,419.05. Prior to the Order, the Workday misconfiguration caused the City to erroneously pay Deputies \$132,226.89. At the time of this report, the incorrect payments have not been returned to the City. Many Deputies who collected City Detail were paid approximately triple the amount they would have earned for one 8-hour workday. Table 1 shows an example of the effect the Order increase had on one Deputy’s salary.

*Table 1: Deputy Paycheck Example Before and After Order*

<b>Pay Without Order (94 hours)</b>	<b>Pay With Order (95.5 hours)</b>
\$3,179.36	\$10,456.34

Cogen said he issued the detail order to increase pay for Deputies and resolve BCSO’s difficulty in hiring and retaining employees. Cogen explained that the Order was intended to be a “stop gap” to increase Deputies’ pay until the City agreed to discuss raising salaries. Cogen stated, “We were looking for a legal way to give these guys some more money so they would come to work and so we could recruit people and so we could serve the City, and we found that Clause G [City Detail] was that: It was the legal way to do it.” Cogen added that to receive the increase, Deputies had to be at work and should not receive it while on leave. Neither Cogen nor members of BCSO’s command staff received City Detail pay.

Cogen was cooperative throughout the investigation. He waived attorney-client privilege to allow the OIG to interview the Assistant Attorney General (AAG) who represents BCSO. Cogen provided the AAG a draft Order in November 2023 before it was issued to BCSO staff. The AAG affirmed that Cogen issued the Order to raise Deputies’ pay to make BCSO salaries more competitive with BPD. Witnesses emphasized that BCSO and BPD are responsible for different law enforcement functions. According to State class specifications, City Deputy Sheriffs have “full law enforcement jurisdiction” in the City, meaning they are certified to conduct the same law enforcement actions as BPD police officers. However, Sheriff’s deputies serve “as the enforcement arm of the Court,” and are responsible for conducting actions on the Court’s behalf.

The investigation found that Cogen did not notify DOF, the Office of the Labor Commissioner (OLC), DHR, or any other City agency about the Order before or after he issued it. Additionally, neither BCSO’s Human Resources (HR) Director nor Chief Financial Officer (CFO) recalled being notified that Cogen had issued a detail order until the incorrect payments were discovered. A senior FOP 22 labor official (Labor Official) provided a copy of the Order to the OLC on December 4, 2023. Witness interviews established that the Labor Official shared the Order with the City because FOP 22 members were concerned they would face repercussions for collecting City Detail pay as the Order directed. On December 15, 2023, the OLC, DHR, the Law Department (Law), and a City-contracted law firm (Contracted Law Firm) met virtually to discuss the Order, how the City could recoup the City Detail payments, and how to prevent further payments from being disbursed. City Employee 1 said it was decided that Finance would be asked to intervene. City

Employee 1 said they could not recall who was expected to contact Finance, or which Finance employee was expected to resolve the issue. The City was not aware of the Workday misconfiguration when Officials met to discuss the Order, and did not contact the AAG about the Order.

*Workday Misconfiguration*

The OIG learned that the MOU required BAPS to create new pay codes for regular and overtime City Detail Overtime hours:

- City Detail Overtime – Regular: Regular pay rate + \$15
- City Detail Overtime – Overtime: [(Regular pay + \$15) \* 1.5]

DOF witnesses explained that, because the provision is called ‘City Detail Overtime,’ some BAPS employees believed City Detail was supposed to be paid at the City’s overtime rate. The OIG reviewed December 2022 emails that showed the City asked the Contracted Law Firm to confirm whether its City Detail rate was correct, and the Contracted Law Firm appeared to indicate the City’s incorrect calculation for the pay code was accurate. BAPS subsequently created one City Detail pay code in Workday on January 1, 2023. The misconfiguration caused Deputies to be paid at the City Detail Overtime – Overtime rate for regular and overtime hours and at their regular rate for all regular hours.

For example, after the Order, if a Deputy who earned \$20 hourly worked 8 hours of regular time, 2 hours of overtime, and selected the City Detail Overtime pay code for all regular and overtime hours, they would have received \$685 for a 10-hour day (Table 1). Before the Order, the Deputy would have earned \$160 in regular pay and their overtime hours would have been calculated at a pay rate of  $(\$20 + \$10) \times 2 = \$60$ . The total amount would be the  $\$160 + \$60 = \$220$  (Table 2).

*Table 1: Pay calculation (With Order)*

Formula	Calculation	Total
8 hours at Regular rate	8 hours x \$20/hour =	\$160
10 hours at City Detail Overtime rate	10 hours x (\$20 + \$15) x 1.5 =	\$525
<b>Total:</b>		\$685

*Table 2: Pay calculation (No Order)*

Formula	Calculation	Total
8 hours at Regular rate	8 hours x \$20/hour =	\$160
2 hours at Overtime rate	2 hours x (\$20 + \$10)	\$60
<b>Total:</b>		\$220

Witnesses said the misconfiguration only became noticeable after Cogen directed Deputies to use it en masse. Records reviewed by the OIG showed that BBMR identified increased overtime expenditures on or around February 14, 2024, after BCSO’s CFO requested to use existing funds for 10 court security officer positions. The OIG received conflicting statements from BCSO officials, who said BCSO’s CFO discovered the overspending then contacted BBMR. Cogen said BCSO discovered the overage after he asked for an update on City Detail spending. Nonetheless, on February 23, 2024, BCSO’s HR Director requested that



BAPS deactivate the pay code because it was “not functioning as outlined” in the MOU. BAPS deactivated City Detail on February 26, 2024.

On March 19, 2024, FOP 22 filed a grievance on behalf of all affected BCSO employees seeking back-pay for detail assignments and reinstatement of accurate City Detail pay codes (Exhibit 2). City Detail Overtime remains deactivated in Workday at the time of this report. City Employee 3 said that BCSO ended FY 2024 at a budget deficit of approximately \$4.5 million. The investigation found that a dedicated BBMR budget analyst, who likely would have identified the overspending sooner, was not assigned to BCSO at the time the Order was issued.

### *Sheriff Requests for Pay Raises*

The investigation found that Cogen began efforts to obtain pay raises for BCSO employees in 2022 prior to taking office. Cogen contacted Law, the OLC, and others involved in MOU negotiations multiple times and requested the City pause negotiations until he was sworn in on November 30, 2022. Cogen explained he wanted to pause negotiations because he opposed certain provisions and wanted to be involved in bargaining over wages.<sup>9</sup> Written communication obtained by the OIG established that Law and the OLC advised Cogen that his actions could be interpreted to violate fair labor standards because he did not have legal standing to participate in negotiations since he was no longer a BCSO employee and was not yet Sheriff.

Cogen said he learned about the Section G City Detail clause in 2022 during MOU negotiations. He said that, because he planned to expand BCSO’s law enforcement activity in the City, City Detail would effectively be a pay “bonus” for Deputies to perform standard work duties. Cogen said paying Deputies an additional \$15 per hour for work they already conduct “is wasteful, because it should have been put in their salary.” He added that Section G’s budgetary impact was “difficult to forecast,” and the provision should be removed. However, Cogen stated “It’s not wasteful to serve a legitimate purpose for recruitment and retention to get law enforcement services done.” Cogen said he considered issuing a detail order when he first took office, but did not do so because he believed “that the Mayor’s Office would take a reasonable approach to looking at renegotiating [...] salaries, so that we didn’t have to look at an alternate way to do this.” Cogen said he decided to issue the Order after four Deputies resigned in one week.<sup>10</sup>

The investigation found that before issuing the Order, Cogen sought to use money reserved for “pending personnel actions” to increase salaries for sheriff’s deputies, sergeants, and lieutenants through administrative pay raises. BCSO stated it had \$2,185,073 available to fund such raises, which Cogen said would bring Deputies closer to pay parity with BPD.<sup>11</sup> In an October 13, 2023, letter, Cogen requested that Mayor Brandon Scott (Scott) notify DBM that the Mayor’s Office supported reallocating that money for pay raises (Exhibit 3). Cogen followed up in an October 24, 2023, email to Scott, writing, “I am imploring you in the strongest possible terms to join me to raise the level of salary for the deputy sheriffs.” Cogen issued the Order in November 2023 before receiving Scott’s January 2024 response. In the January 10, 2024, letter, Scott wrote to Cogen that the City “will not address any requests for salary increases until the next round of labor negotiations” (Exhibit 4). Scott also wrote that BCSO’s budget for pending personnel actions must be used to implement the MOU and should not be used for paying raises.

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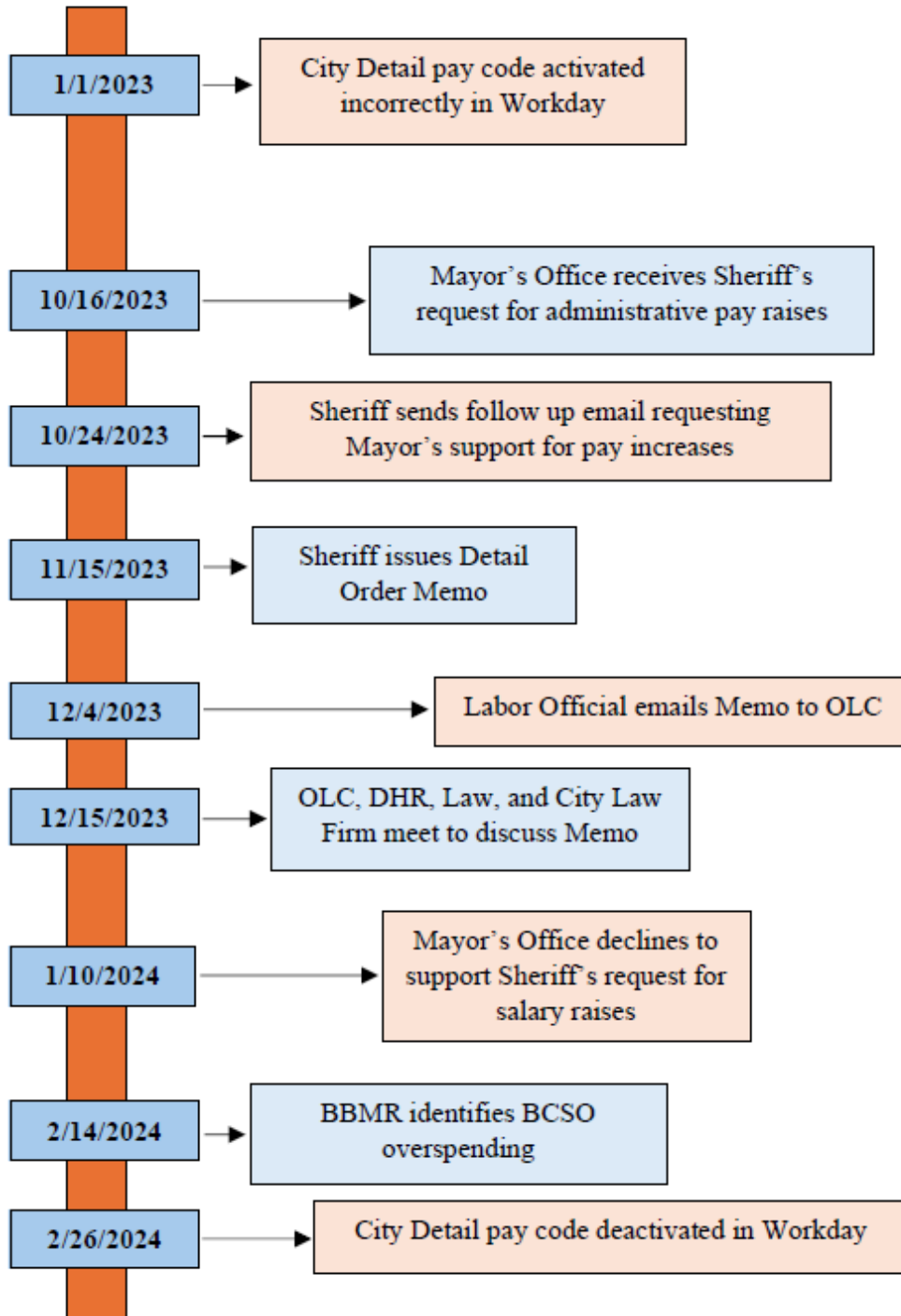
<sup>9</sup> According to Law, the City is not authorized to negotiate salaries for FOP 22 members but may negotiate merit step increases.

<sup>10</sup> The investigation disclosed that three Deputies departed BCSO on October 3; October 10; and October 12, 2023, respectively. Two additional Deputies departed on November 3 and November 9, 2023.

<sup>11</sup> Cogen said deputies employed by BCSO for 10 years earn \$30,000 less than BPD police with the same tenure. In FY 2023, the median gross pay for 10-year deputies was \$24,296 lower than BPD police officers with the same tenure.

When asked by the OIG, Cogen said he did not issue the Order in response to Scott declining to support administrative pay raises. However, the OIG finds it noteworthy that BCSO Official’s February 2024 letter to BBMR outlined Cogen’s previous attempts to secure pay raises for BCSO employees. A BCSO Official wrote that after Cogen had exhausted those paths, “Sheriff Cogen then identified an alternate means to achieve what he believes is adequate compensation for his Deputies’ work.”

*Timeline of Events*





## **INVESTIGATIVE FINDINGS**

The OIG substantiated the allegation that Cogen provided Deputies with instructions for how to log their time to receive additional pay pursuant to the detail order. The OIG determined that the BCSO received cost of living increases because of collective bargaining. The increases were 7% in FY 2023, 5% in FY 2024, and 5% in FY 2025. Cogen issued the Order after his multiple attempts to obtain additional pay raises for BCSO employees had not been successful. Cogen said he issued the Order to increase Deputies' pay to resolve BCSO's hiring and retention problems. The Order activated the additional \$15 hourly rate, which would allow Deputies to receive an additional \$1,200 per pay period. Over a full fiscal year, this could equate to an added annual salary of \$31,200 per Deputy.

As a result of a 2022 MOU, City detail overtime was established at \$15 per hour under limited circumstances. Unknown to City employees and BCSO officials, the City Detail pay code was misconfigured in Workday on January 1, 2023.

The investigation found that before Cogen issued the Order, Deputies were overpaid \$132,226.89 from January 2023 to November 2023 due to the Workday misconfiguration. After the Order, the use of the code increased dramatically, causing the City to disburse approximately \$2,238,419.05 in overpayments. The total amount of payments that were issued incorrectly was \$2,370,645.94. At the time of this report, the City had not notified BCSO what percentage of the payments should be returned to the City. The OIG recommends that BCSO, DOF, and Law collaborate to determine how to handle the retrieval of erroneously disbursed funds in accordance with the AM.

The investigation learned there is an ongoing legal grievance where the use of the City Detail clause is a matter of consideration. The OIG found that BCSO did not exercise due diligence in monitoring the Order's impact on BCSO's budget. Neither BCSO's HR Director nor CFO recalled being notified that Cogen had issued a detail order until the incorrect payments were discovered, nor did Cogen notify DOF or BBMR.

The use of the City Detail clause as a mechanism for salary increases impacts the effective use of City funds. The OIG recommends the City and BCSO work to establish policies and procedures about BCSO pay enhancements like City Detail Overtime.

## **EXHIBITS**

1. Detail Order Memo
2. Special Step 3 Grievance Redacted
3. Cogen October 2023 Letter
4. Scott January 2024 Letter
5. BPD 2002 MOU referenced in Sheriff's response as Exhibit 8

# **Exhibit 1**

Case # 24-0054-I

# Baltimore City Sheriff's Office

Samuel Cogen, Sheriff

Main Office  
The Clarence Mitchell Courthouse  
100 N. Calvert Street  
Baltimore, Maryland 21202  
Phone: 410-396-1155  
Fax: 410-727-3507



District Court Office  
111 N. Calvert Street  
Baltimore, Maryland 21202  
Phone: 410-396-7412  
Fax: 410-396-7439

**To:** All sworn Deputy Sheriff's, Deputy Sheriff Sergeants, Deputy Sheriff Lieutenants, and Sworn Court Security Officers

**From:** Sheriff Sam Cogen

**Subject:** Detail Order from the Sheriff of Baltimore City

**Date:** 11/14/2023

Pursuant to the Baltimore City Sheriff's Office Labor Contract Section-G (1-3) Page 14, I am issuing a "detail order" that all sworn personnel assist the Baltimore Police Department in crime suppression while on-duty and, during court trials and other court events open to the public.

## **MOU Fiscal Years 2023-2025 Office of the Sheriff, Mayor and City Council and BCSO FOP22 Inc.**

### *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 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 employees rank with the sheriff's office, not the function fulfilled in the detail.*
- (2) This section shall not apply in case of an emergency declared by the Sheriff, The Police Commissioner of Baltimore City, the Mayor of Baltimore City, or the Governor of the State 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 agreement.*

The Baltimore City Sheriff's Offices' current expanded mission to conduct law enforcement and preserve the public peace, aligns with the Baltimore City Police mission to suppress crime. In addition, Circuit Court hearings are events open to the public and should be viewed as "public events".

Court security at public court trials is essential if court trials are to be free from violence or intimidation. Court security assists all public safety stakeholders, including Baltimore Police, suppress crime by allowing the court to operate and defendants to have constitutionally required public trials.

The Sheriff Labor Contract Section-G states; *"If an employee works...to assist the Baltimore Police Department in crime suppression or public event the employee shall be paid an additional \$15.00 an hour for each hour worked."* As court hearings are public events and the mission of the Sheriff inherently assists the Baltimore Police Department suppress crime, what remains is the "detail order" issued by the Sheriff to invoke Section-G of the Sheriff Labor Contract. This memo is that "detail order".

*"[To] assist the Baltimore Police Department in crime suppression..."* is not specific nor does it require a request or affirmation by the Police Department, The City, or any other party.

This memo will specify several specific "detail orders" given to the covered employees, requiring them to perform policing actions that will assist the police department in crime suppression.

It should be noted that the below listed law enforcement functions that are the "detail orders" in this memo are not required under the law. The Sheriff has the authority to take these law enforcement actions but, the Sheriff could instead choose to run an Office that minimizes sheriff law enforcement activity. For example, the Baltimore Sheriff is not required to issue traffic citation or serve District Court Protective Orders. These are additional policing duties or "details" that the Sheriff has "detail ordered" his employees to take and this invokes Section-G of the Labor Contract.

Detail order is not defined other than to say it is issued by the Sheriff, or the Sheriff's designee. We know that a "detail order" invoking this clause can be issued by the Sheriff for regular work hours as specified in Section-G (1), or for overtime as specified in Section-G (3). The specific detail order, issued in this memo, will cover both regular work time and overtime.

The heading of this Section-G is written poorly as it includes overtime and regular time addition payments. It would have been more appropriate to have labeled this section City Detail "Bonus" rather than "City Detail Overtime" since it is addressing a bonus paid for crime suppression and working public events.

Note, there is no emergency declared by the Sheriff, Police Commissioner, Mayor, or Governor as specified in Section-G (2) of the Sheriff Labor Contract. Instead, this memo is a detail order by the Sheriff, to the covered employees, to assist the Baltimore City Police Department suppress crime and [to work] public events.

This memo specifies that the Deputies and Court Security Officer are specifically "detail ordered" by the Sheriff to assist the Baltimore Police Department suppress crime in the following manner:

- Deputies and Court Security Officers are law enforcement officers who will act when they observe a breach of the public peace, to prevent a crime or apprehend a criminal violator.
- The Deputies and Court Security Officers will respond to criminal acts they witness in the City of Baltimore and in the Circuit Court Facilities located in Baltimore.
- The Deputies and Court Security Officers will carry a radio to communicate with the Baltimore Police Department and respond, if appropriate to back-up calls and city-wide announcements.
- The Deputies and Court Security Officers will wear a uniform designated by the Sheriff to identify themselves as law enforcement to the public.
- The Deputies and Court Security Officers will travel in emergency vehicles including "marked patrol cars" throughout Baltimore.
- The Deputies and Court Security Officers will issue moving violations and parking violation to suppress motor vehicle criminal offences including impaired driving and reckless driving.
- The Deputies and Court Security Officers will carry the law enforcement equipment designated by the Sheriff, including firearms to preserve the public peace and take persons committing crimes into custody.
- The Deputies and Court Security Officers will serve arrest warrants including warrants held by the Baltimore Police when they become aware that a person they are in contact with is the subject of such a warrant.
- The Deputies and Court Security Officers will serve District Court Protective Orders which are the responsibility of the Baltimore Police when they become aware that a person they are in contact with is the subject of such an order.
- The Deputies and Court Security Officers will seek search warrants and extreme risk protective orders when appropriate to suppress crime and assist the Baltimore Police.

Effective immediately, under this "detail order" the sheriff employees covered under the Sheriff Labor Contract will select "City Detail" in the WorkDay system for ALL hours worked during the regular shift AND any overtime they are authorized to work.

During an eight-hour shift this "detail order" will allow covered employed to receive an additional \$15 an hour or \$120 a shift.

When on any type of leave, covered employees are NOT eligible for the additional "detail order" \$15.00 an hour. For example, on a vacation, personal, or on a sick day the covered employee does not receive \$120.00.

This "\$15" an hour "detail order" does not increase the covered employee's base salary and therefore does not increase the covered employee's retirement percentage.

The Sheriff Labor Contract Section-G (1-3) specifically uses the word "employee" as to who is entitled to the additional \$15.00 an hour and does not specify between a deputy sheriff, or a court security officer.

All court security officer's working as law enforcement employees fulfilling a public safety function AND who are certified as police officers by the Maryland Police and Correctional Training Commission are eligible for the additional \$15.00 an hour.

Non-sworn/non-certified Court Security Officers are not eligible. Court Security Officers in the Police Academy are not eligible. Employees training out of the State of Maryland are not eligible.

This detail order is effective 11/15/2023 at 12:00AM until withdrawn by the Sheriff of Baltimore City or at the expiration of the three-year labor contract.

A covered member that is aggrieved by this detail order may file a grievance according to Article V- Grievance and Arbitration Procedure of the Sheriff Labor Contract.

Sincerely,

A handwritten signature in black ink, appearing to read 'Samuel Cogen', written in a cursive style.

Samuel Cogen  
Sheriff of Baltimore City

# **Exhibit 2**

Case # 24-0054-I

March 19<sup>th</sup>, 2024

To: [REDACTED]  
Baltimore City Sheriff's Office  
From: [REDACTED] & all affected members of  
The Baltimore City Sheriff's Office  
Subject: Special Step 3 Grievance  
City Detail Pay

I am filing this grievance under Article V(B)(3)(a) of the Memorandum of Understanding (MOU) between the Baltimore City Sheriff's Lodge No. 22 of the Fraternal Order of Police, Inc., ("FOP 22") the Baltimore City Sheriff's Office, and the Mayor and City Council of Baltimore City. The grievance is filed on behalf of all employees in the Baltimore City Sheriff's collective bargaining unit at the rank of Lieutenant and below, and all Court security officers. Article V(B)(3)(a) of the MOU states a Special Step 3 Grievance may be initiated "[w]ithin thirty (30) days of an alleged grievance at this step if the grievance affects a significant number of employees who are similarly situated." This grievance affects all bargaining unit members.

Per Article VI(G)(1), "[i]f 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 per hour for each hour worked." On November 14, 2023, Baltimore City Sheriff Cogan issued a directive that detailed all bargaining unit employees to perform City detail work for all regularly scheduled hours. Exhibit A. Since then, all employees have been including the city detail pay in their hours worked pursuant to the Sheriff's directive.

On or about Monday evening March 4<sup>th</sup> but for certain March 5<sup>th</sup> Morning 2024, bargaining unit employees were unable to input city detail time on their timesheets in Workday, and thus, were not paid the appropriate amount per the MOU and the Sheriff's detail order. On March 7, 2024, [REDACTED] emailed FOP 22 President [REDACTED] and stated that the Sheriff has not revoked his directive and intends to continue paying city detail pay for all hours worked by bargaining unit members. Exhibit B.

As of the date of this grievance, bargaining unit members have not received city detail payments since [insert date]. FOP 22 bargaining unit members respectfully grieve the denial of city detail payments as required by Article VI(G)(1) of the MOU and the Sheriff's directive, and as remedy respectfully request that the Sheriff:

1. Pay all backpay associated with the missing City Detail pay, including recalculation of overtime payments as appropriate; and,
2. Reinstate City detail pay pursuant to the Sheriff's Order; and,
3. Provide additional relief as this cause may require.

Respectfully submitted,  
[REDACTED]



# **Exhibit 3**

Case # 24-0054-I

# Baltimore City Sheriff's Office

Samuel Cogen, Sheriff

Main Office  
The Clarence Mitchell Courthouse  
100 N. Calvert Street  
Baltimore, Maryland 21202  
Phone: 410-396-1155  
Fax: 410-727-3507



District Court Office  
111 N. Calvert Street  
Baltimore, Maryland 21202  
Phone: 410-396-7412  
Fax: 410-396-7439

October 13<sup>th</sup>, 2023

Mayor Brandon Scott  
City of Baltimore  
100 N Holiday St Suite 200  
Baltimore, MD 21202

Good Afternoon Mayor Scott,

I would respectfully request that you provide me with the opportunity to utilize my existing approved budget to provide an administrative salary increase to our deputy sheriff's.

The Deputy Sheriff's starting salary is \$51,982 and the top salary is \$87,721 reached after 25 years of service. This salary is not commensurate with other law enforcement agencies operating in Baltimore City. This low salary is causing hiring and retention difficulty and negatively impacting my ability as Sheriff of Baltimore to manage my elected Office.

The Baltimore City Sheriff's Office was not permitted to collectively bargain for salaries in 2022 as part of their Labor Contract. The sheriff collective bargaining law was passed with language that specifically prohibited bargaining for salaries and wages "under the control of the Mayor."

Fortunately, there still exists an administrative process to raise the salaries of deputy sheriffs. State law Courts and Judicial Proceeding § 2-316 allows the Mayor and City Council to give a salary increases to deputy sheriffs. During my past years at the Sheriff Office, I spearheaded projects where both Mayor Martin O'Malley and Mayor Stephine Rawlings-Blake raised the salaries of the Deputy Sheriffs during their terms of mayoral office.

At the direction of the City Solicitor, I received confirmation of this administrative raise process from the Baltimore City Law Department's Labor Attorney Gary Gilkey. I then reached out to the Raquel Combs the Chief of Staff for the Department of Budget and Management (DBM) for the State of Maryland to arrange for an administrative salary increase for the Deputy Sheriffs upon concurrence of the Mayor. DBM provided us with the sample letter that would that specify the Sheriff and Mayor agree funds will be provided for a salary increase. DBM then will send a "concurrence, authorization and approval letter" to the City Department of Financing which authorizes the raise.

I have included a sample of the letter to DBM for your review. I have also included the requested raise amount, for each employee, that moves the deputy sheriffs onto the previous pay scale of the Baltimore Police Department, under their last years contract (not the current contract).

I would ask you to sign off on a joint letter with me to DBM that acknowledges we agree that funding is available within my approved budget, to grant an administrative raise to the hardworking deputy sheriffs. Please let me know when we can meet to start this process. I appreciate your attention to this very important matter and your continued support of the Sheriff's Office.

Sincerely,

Sam Cogen

A handwritten signature in black ink, appearing to read "Sam Cogen", written over a white rectangular area.

Sheriff of Baltimore City

# **Exhibit 4**

Case # 24-0054-I



**BRANDON M. SCOTT**  
**MAYOR**

*100 Holliday Street, Room 250  
Baltimore, Maryland 21202*

January 10, 2024

The Honorable Sam Cogen  
Sheriff of Baltimore City  
Baltimore City Sheriff's Office  
The Clarence Mitchell Courthouse  
100 N. Calvert Street, Room 104  
Baltimore, MD 21202

Dear Sheriff Cogen:

Thank you for your letter dated October 13, 2023, requesting the use of existing budget authority to provide an administrative salary increase for Deputy Sheriffs in the Baltimore City Sheriff's Office ("BCSO"). I am aware of the recruitment and retention challenges facing your agency and I hope to work in partnership with you to address these challenges long-term. As an immediate step, my team will work in partnership with the BCSO and Fraternal Order of Police ("FOP") Lodge 22 to craft an amendment to Md. Code, Courts & Judicial Proceeding, § 2-316 to allow the city to bargain for wages with FOP Lodge 22.

Like you, I strive to offer equitable salaries to employees comparable to surrounding counties. The former governor awarded increases for the BCSO including a 7% increase in FY23, 5% in FY24 and 5% for FY25. More recently, I directed my team to conduct a thorough review of your request. As part of that review, my team was able to confirm the scope of authority in Md. Code, Courts & Judicial Proceeding, § 2-316 as modified by recent amendment § 2-316(a) et seq. ("Amendment"). The Statute allows the City and the BCSO to engage in collective bargaining with FOP Lodge 22 but prohibits negotiations over salaries for the BCSO. The Maryland Secretary of Budget and Management retains authority under the Amendment to set the salaries for the BCSO employees. (see § 2-316(e)). There is one limited exception under the Code, which allows the City and BCSO to negotiate merit step increases which was confirmed through staff discussions with the Attorney General's Office (see § 2-316(i)(3)(iii)).

Additionally, during discussions at our recent meeting, I learned of your proposal to provide administrative salary increases to Deputy Sheriffs with salary savings gained from vacancies. Upon further review, the City's Budget Director determined the funding currently available in the Sherriff's office budget is to fully account for pay increases that are part of implementing the current contract with BCSO employees and would not be available for additional pay increases.

While I understand and am supportive of your goals to compensate BCSO employees at levels comparable to surrounding jurisdictions, I am required to review personnel actions comprehensively. Accordingly, I must take the City's current structural budget deficit and the following factors into account when considering your most recent request:

*phone: 410.396.3835 | fax: 410.576.9425 | email: mayor@baltimorecity.gov*

- Salary adjustments to the BCSO outside of labor negotiations may impact negotiations with employees covered by FOP Lodge 3, as negotiations are scheduled to start this month.
- BCSO currently has a fully executed MOU that governs salaries for the BCSO. The current MOU was negotiated in 2022 and covers the period FY23 through FY25 as previously stated. This MOU provided 7% for FY23, 5% for FY24 and 5% for FY25 --- under this first MOU.
  - The percentage increases included in this MOU are significantly higher than what the city offered to other labor unions for these fiscal years.

In compliance with current labor practices, my administration will not address any requests for salary increases until the next round of labor negotiations.

Separately, I am aware that the Department of Human Resources (“DHR”) Classification and Compensation staff has worked with BCSO on several projects since November 2022 and have completed more than 40 personnel actions at your request. I encourage you to continue to work with DHR to make the personnel changes appropriate for your agency.

Thank you again for your letter. I appreciate hearing from you and value your continued support of my administration.

In partnership,



Brandon M. Scott  
Mayor  
City of Baltimore

cc: Marvin James, Chief of Staff  
Faith P. Leach, Chief Administrative Officer  
Simone C. Johnson, Deputy Chief Administrative Officer  
Ebony M. Thompson, Acting City Solicitor  
Deborah F. Moore-Carter, Labor Commissioner  
Quinton M. Herbert, JD, Director and Chief Human Capital Officer  
Laura Larsen, Budget Director