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Memorandum Of Agreement
Between
Anne Arundel County
(Maryland)
And The
Teamsters Local 355
Maryland Public Employees
Affiliated With The International Brotherhood Of Teamsters

This Memorandum of Agreement is made and entered into by Anne Arundel County, Maryland (hereinafter referred to as County) and Teamsters Local 355, Maryland Public Employees, Affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as Union).

Preamble

County and Union enter into this Memorandum of Agreement to promote a harmonious, cooperative and productive working relationship between County and its employees; to promote and improve the efficient operation of the Anne Arundel 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.

Witnesseth

In consideration of the mutual promises contained in this Memorandum of Agreement (hereinafter referred to as the Agreement), and for other good and valuable consideration, County and Union agree as follows:

Article 1
Recognition and Unit

Section 1.1 – Recognition

County recognizes Union as the exclusive representative of the classifications listed in Section 1.2 of this Agreement for the purpose of collectively negotiating wages, hours, working conditions and other terms of employment with County pursuant to §6-4-108 of the Anne Arundel County Code (hereinafter referred to as the County Code).

Section 1.2 – Unit Description

- (a) **Current Classifications.** The terms “employee” and “employees” shall mean all permanent employees, i.e., “non-probationary,” occupying the following classifications: Correctional Program Specialist I and Correctional Program Specialist II, herein referred to as Correctional Program Specialists.

The terms “employee” and “employees” shall not include temporary employees and employees employed in any other classification(s).

- (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 addition of any new classification(s) which, in accord with §6-4-107 of the County Code, 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 Union. Should County and Union be unable to agree as to the inclusion or exclusion of any such re-titled or additional classification(s), the determination of such inclusion or exclusion shall be resolved in accord with the procedure set forth in §6-4-107(e) of the County Code and subject to the provisions of §6-4-107(d) of the County Code.

Management employees may not join, assist in, or participate in the activities of the Union. Management employees are individuals whose primary or exclusive functional responsibility is to exercise authority using independent judgment in the interest of the County to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward, or discipline other employees, or effectively recommend these actions; to direct employees; or to adjust the grievances of employees.

Section 1.3 – Probationary Employees

- (a) All new or re-hired employees shall be considered probationary employees for six (6) months. Moreover, at the order of the Personnel Officer, the probationary period may be extended by one (1) additional six (6) month period (thereby allowing for a maximum probationary period of twelve (12) months).
- (b) The discharge of a probationary employee shall not be subject to Article 6 (Grievance Procedure) of this Agreement, except that a probationary employee may grieve his/her discharge on the basis that such discharge is in violation of Article 2 (Non-Discrimination) of this Agreement.

Article 2 Non-Discrimination

Section 2.1 – Non-Discrimination

County and Union shall apply the provisions of this Agreement to all employees without discrimination because of age (in accord with applicable law), sex, race, color, religion, national origin, sexual orientation, disability, marital status, or political or Union affiliation.

Article 3 Management Functions

Section 3.1 – Management Functions

Union hereby recognizes the right and responsibility of County to determine the mission of government and to take any and all actions to carry out such mission, except those expressly restricted by this Agreement, County Code, County Charter or other provision of law.

All management functions and rights including, but not limited to, those set forth in §6-4-106 of the County Code are hereby retained and vested exclusively in County, except as expressly restricted by this Agreement, County Code, County Charter or other provision of law.

Article 4 No Strikes or Lockouts

Section 4.1 – No Strikes or Lockouts

Neither Union nor any employee may engage in, initiate, sponsor, support or direct a strike as that term is defined in §6-4-101(15) of the County Code or authorize, aid, condone or engage in a slowdown, work stoppage, “sick-out” or any other interference with the work and statutory functions

or obligations of County for the purpose of inducing influencing, coercing, or preventing a change in compensation or rights, privileges, obligations, or other terms and conditions of employment. If Union violates this provision of the Agreement, the County Executive may, as he/she considers necessary in the public interest: (1) terminate Union's dues deduction privilege; or (2) revoke Union's certification and disqualify Union from participation in representation elections for a period of up to (2) years. If an employee/employees violates this provision of the agreement, the County Executive may, as he/she considers necessary in the public interest impose disciplinary action, including removal from County service, of the employee/employees engaged in the illegal conduct in accordance with the County Charter and other applicable laws.

During the duration of this Agreement, neither County nor its agents will authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

Section 4.2 – Union Responsibility

Union agrees to notify its Correctional Program Specialist Stewards and any other applicable unit 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 4.1 to return to work.

Section 4.3 – Judicial Relief

Nothing contained herein shall preclude County or Union from obtaining judicial restraint and damages in the event of a violation of this Article.

Article 5

Maintenance of Membership and Dues Deduction

Section 5.1 – Payroll Deduction Authorization

Upon receipt of a signed payroll deduction authorization, County shall deduct those regular monthly membership dues and service fees that are certified in writing by the Union. Payroll deductions shall be taken at each regular pay period.

Bargaining Unit members who do not wish, because of religious or other reasons, to become or continue their membership in the Union shall be required to pay a service fee to the Union in the amount of eighty-five (85%) percent of the normal dues required for membership and shall execute a service fee authorization card. The County shall remit monies so collected to the Union within fourteen (14) days of receipt of the billing from the Union.

Any member of the Union who wishes to change their status from membership in the Union to a service fee status, may do so with a thirty (30) day written notice to the County and the Union.

Union membership status hereunder shall be pursuant to a properly executed dues authorization card and may not be changed to service fee status for a period of six (6) months from the execution of said dues deduction authorization card without the express agreement of the Union.

The County agrees to make payroll deductions, authorized by the employee, for the purpose of campaign contributions. Such deductions shall be transmitted to the affiliated political action committee, Maryland Teamsters PAC, in accordance with state law.

Section 5.2 – Union to Indemnify County

The Union agrees to indemnify and hold harmless the County, its agents, employees and officials from and against any claims, demands or causes of action (including but not limited to claims, etc., based on clerical or accounting errors caused by accident or unintentional mistakes), of any nature

whatsoever, including reasonable attorneys' fees, asserted by any person, firm, or entity, based on or relating to any payroll deduction required or undertaken under this article.

Article 6 **Grievances**

Section 6.1 – Definition of a Grievance/Appeal

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 Code, County Charter, and other applicable law regarding employment.

A grievance/appeal may be filed by the Union, an individual employee or by the Union on behalf of an individual, with that individual's consent, or a group of affected employees.

Section 6.2 – Grievance/Appeal Procedure

A grievance/appeal must be raised within ten (10) work days following the event giving rise to the grievance or within ten (10) work days of the time that the employee knew or should have known of such an event.

Grievances/appeals shall be processed as follows:

Step I

Written Grievance to Assistant Correctional Facility Administrator

The grieving employee or Union shall file a written grievance with the Assistant Correctional Facility Administrator of County's Detention Center to whom the grieving employee(s) ultimately reports in the chain of command.

The Assistant Correctional Facility Administrator (or his/her designated representative) shall hold a meeting with the grieving party within ten (10) work days. In the event that no resolution of the written grievance is reached during such meeting, the Assistant Correctional Facility Administrator (or his/her designated representative) shall issue a written answer to the written grievance within ten (10) work days after the Step I meeting. The Step I written answer shall be mailed by U.S. certified mail to the grievant's address of record. In addition, the Step I written answer shall be mailed by U.S. First Class Mail to the Teamsters Local 355 representative.

Step II

Written Grievance/Appeal to Superintendent

If the grievance/appeal is not resolved at Step I, a written grievance/appeal shall be filed with the Superintendent of County's Detention Center, provided that such written grievance/appeal is received by the Superintendent (or his/her designated representative) within ten (10) work days after the receipt of the Step I written answer.

The grievance/appeal may be filed by accepted business practices including in person, facsimile, electronic mail, and U.S. mail. The appealing party shall be responsible for documenting the timely filing of the written grievance/appeal at Step II.

The Step II written grievance/appeal must be signed with the original signature of the grieving employee or (for grievances/appeals on behalf of more than one (1) affected employee) with the original signature of an authorized Union official and the original signatures of the appealing employees. With an individual employee's consent or with the consent of each employee in a group of employees for grievances/appeals filed on behalf of more than one (1) affected employee, the Union may sign the written grievance/appeal for the purposes of insuring a timely filing of the

grievance/appeal.

Within ten (10) work days after receipt of the written grievance/appeal, or fifteen (15) days if the grievant has requested to be represented by Counsel, the Superintendent (or his/her designated representative) shall hold a meeting with the appealing party. In the event that no resolution of the written grievance/appeal is reached during such meeting, the Superintendent (or his/her designated representative) shall issue a written answer to the written grievance/appeal within ten (10) work days after the Step II meeting.

Upon the mutual agreement of County and Union, the Step II meeting may be waived. In such event, the Superintendent (or his/her designated representative) shall issue a written answer to the written grievance/appeal within ten (10) work days after the mutual agreement to waive the Step II meeting.

The Step II written answer of the Superintendent (or his/her designated representative) shall be mailed by U.S. Certified Mail to the grieving party's address of record. In addition, the Step II written answer shall be mailed by U.S. First Class Mail to the Teamsters Local 355 representative.

Step III **Written Appeal to Personnel Officer**

If the grievance/appeal is not resolved at Step II, a written appeal shall be filed with the County's Personnel Officer, provided that such written appeal is received by the County's Personnel Officer (or his/her designated representative) within ten (10) work days after the receipt of the Step II written answer.

The grievance/appeal may be filed by accepted business practices including in person, facsimile, electronic mail, and U.S. mail. The appealing party shall be responsible for documenting the timely filing of the written appeal at Step III.

The Step III written appeal must be signed with the original signature of the appealing employee or (for appeals on behalf of more than one (1) affected employee) with the original signature of an authorized Union official and the original signatures of the appealing employees. With an individual employee's consent or with the consent of each employee in a group of employees for grievances/appeals filed on behalf of more than one (1) affected employee, the Union may sign the written grievance/appeal for the purposes of insuring a timely filing of the grievance/appeal.

Within twenty (20) work days after receipt of the written appeal, the County's Personnel Officer (or his/her designated representative) shall hold a meeting with the appealing party. In the event that no resolution of the written appeal is reached during such meeting, the County's Personnel Officer (or his/her designated representative) shall issue a written answer to the written appeal within twenty (20) work days after the Step III meeting.

Upon the mutual agreement of County and Union, the Step III meeting may be waived. In such event, the County's Personnel Officer (or his/her designated representative) shall issue a written answer to the written appeal within twenty (20) work days after the mutual agreement to waive the Step III meeting.

The Step III written answer of the County's Personnel Officer (or his/her designated representative) shall be mailed by U.S. Certified Mail to the appealing party's address of record. In addition, the Step III written answer shall be mailed by U.S. First Class Mail to the Teamsters Local 355 representative.

Step IV A
Written Appeal to Personnel Board

If the grievance/appeal is not resolved at Step III, the affected employee or Union may file a written appeal to the Personnel Board of Anne Arundel County, provided that such written appeal is received by the Personnel Board within ten (10) work days after the receipt of the Step III written answer.

The grievance/appeal may be filed by accepted business practices including in person, facsimile, electronic mail, and U.S. mail. The appealing party shall be responsible for documenting the timely receipt of the written appeal at Step IV.

The Step IV written appeal must be signed with the original signature of the appealing employee or (for appeals on behalf of more than one (1) affected employee) with the original signature of an authorized Union Official and the original signatures of the appealing employees. With an individual employee's consent or with the consent of each employee in a group of employees for grievances/appeals filed on behalf of more than one (1) affected employee, the Union may sign the written grievance/appeal for the purposes of insuring a timely filing of the grievance/appeal.

The Personnel Board shall hold a hearing on the written appeal and shall render a final and binding decision on the grievance/appeal as soon as possible after the Step IV hearing.

The Step IV written answer of the Personnel Board shall be mailed by U.S. Certified Mail to the appealing party's address of record. In addition, the Step IV written answer shall be mailed by U.S. First Class Mail to the Teamsters Local 355 representative.

Step IV B
Binding Arbitration

Within ten (10) work days after receipt of County's Step III answer, an employee may proceed to Binding Arbitration in lieu of an appeal to the Personnel Board by complying with the procedures currently set forth in §6-4-113 of the County Code.

Section 6.3 – Union Stewards

The Union shall have the right to appoint or elect Union Stewards from the employees of the County. In no event, however, shall the Union appoint or elect more than two (2) Stewards from the Detention Center (Jennifer Road facility) and two (2) Stewards from the Detention Center (Ordnance Road facility).

Union shall immediately supply County with a list of the Union Stewards appointed under this Section and, thereafter, shall immediately notify County in writing of any changes to such list.

Union Stewards shall have the right to leave their jobs during working hours for the purpose of investigating alleged grievances/appeals: (a) that involve the facility, section or work area they represent; and (b) that require immediate attention. Union Stewards shall also have the right to leave their jobs during working hours for the purpose of attending scheduled grievance/appeal meetings. In either event, Union Stewards shall first receive permission to leave their jobs from their immediate Supervisor. Such permission shall not be unreasonably withheld by County; but it shall not be granted at times when it would interfere with the efficient operation of County. Working hours used for purposes as outlined in (a) and (b) of this section shall be deducted from and count toward the aggregate maximum number of hours of leave as outlined in Section 14.4 Union Business.

However, nothing contained in this Agreement shall be deemed to deny any individual employee the right to present grievances/appeals to County without representation and to have grievances/appeals

resolved, provided that such resolution is not inconsistent with the express provisions of this Agreement.

Section 6.4 – Time Limitations

It is the intent of the parties that grievances/appeals be resolved in an informal manner at the lowest step possible. However, no grievance/appeal shall be entertained or processed under this Article unless it is submitted within the time limits set forth in Section 6.2. It is understood, however, that County and Union may mutually agree to extend any of the time limits provided in this Article.

If a grievance/appeal is not presented within the time limits set forth in Section 6.2 (or within the time limits mutually determined by County and Union), said grievance/appeal shall be deemed settled on the basis of County's last answer to such grievance. If County fails to hold a meeting or to provide an answer within the time limits set forth in Section 6.2 (or within the time limits mutually determined by County and Union), Union may elect to treat the grievance/appeal as denied and immediately appeal the grievance to the next step. The grievance/appeal will then be heard at the next step as though the previous steps had been completed.

Section 6.5 – Written Presentations

Any written grievance/appeal presented under Section 6.2 of this Article shall include the exact nature of the grievance/appeal; the facts giving rise to the grievance/appeal; the specific provisions of this Agreement or of applicable law allegedly violated; and the desired corrective action. Grievances/appeals that are not completed according to this Section will be returned to the grieving or appealing party together with oral or written direction with respect to the items that are not complete. The grieving or appealing party will then be given five (5) work days in order to return a perfected grievance/appeal. Grievances/appeals that are not perfected and returned within five (5) work days shall be deemed to be withdrawn. Solely for the purpose of determining whether a grievance/appeal was timely filed, a grievance/appeal that is perfected and returned will be deemed to have been filed as of the date of original submission.

Section 6.6 – Grievance/Appeal Meetings

Grievance/appeal meetings conducted under Section 6.2 of this Article shall be held at times mutually agreeable to the County and the Union provided that, insofar as is practicable, such meetings shall be held during scheduled work hours. The grieving or appealing employee, Shop Steward, and any other employee who the County and the Union mutually agree is necessary to the resolution of the grievance/appeal shall suffer no loss of pay for scheduled work hours lost while attending grievance/appeal meetings. The County or the Union may sequester any witness during any grievance/appeal meeting.

Article 7

Discipline and Discharge

Section 7.1 – 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 any unit member to determine whether or not disciplinary action should be imposed against the employee, such employee, upon request, shall be entitled to have a Union representative present.

Section 7.2 – Reprimands, Suspension, Demotion and Discharge

Reprimands may be grieved and if grieved shall be processed in accordance with the procedures set forth in Article 6 (Grievance/Appeal Procedures) of this Agreement. Any grievance/appeal regarding disciplinary suspension, demotion or discharge may be submitted directly to Step II of the grievance/appeal procedure (see Section 6.2), provided that it is raised within ten (10) work days of receipt of the written notice of suspension, demotion, or discharge. Upon mutual agreement of County and Union, the Step II meeting may be waived. In such event, the Department Head (or his/her designated representative) shall issue a written answer to the written grievance within ten (10) work 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/Appeal Procedure) of this Agreement.

Section 7.3 – Notice to Union

Notice of all disciplinary actions taken by County against a member of the bargaining unit shall be forwarded to Union on the same day.

Article 8 **Seniority**

Section 8.1 – Definition

As used in this Agreement, the term “seniority” shall mean an employee’s length of continuous service with County since his/her last date of hire. No employee shall acquire seniority until completing his/her probationary period. Upon completion of the probationary period, an employee shall accrue seniority computed from the date of hire.

Section 8.2 – Termination of Seniority

An employee’s seniority shall be terminated for the following reasons: (a) discharge for just cause, voluntary resignation or retirement; (b) failure to return to work within seven (7) consecutive scheduled work days after due notification by certified mail; and (c) layoff in excess of eighteen (18) consecutive months since the employee’s last day worked for County.

In addition, any employee who is absent from work for more than three (3) consecutive work days without notifying County shall be deemed discharged for just cause, unless such employee is able to evidence sufficiently extenuating circumstances that prevented notification.

Section 8.3 – Vacancies/Eligibility Lists

Vacancies in the classification of Correctional Program Specialist I and Correctional Program Specialist II shall be filled in accord with §6-1-106 (Eligibility Lists) of the Anne Arundel County Code.

Section 8.4 – Layoff and Recall

Layoff and Recall in the classification of Correctional Program Specialist I and Correctional Program Specialist II shall be in accord with §6-1-109 (Layoff Rights) of the Anne Arundel County Code.

Article 9
Wages and Premiums

Section 9.1 – Purpose of Article

The sole purpose of this Article is to provide a basis for the computation and payment of straight-time, overtime and other premium wages. County's pay practices and procedures shall be in compliance with State and Federal Wage and Hours Laws.

For purposes of this Memorandum of Agreement, the term "pay period" means a bi-weekly pay period as utilized and in effect as of June 30, 2007.

Section 9.2 – Regular Rate

"Regular rate" of pay is defined as the straight-time rate of pay per hour for an employee's wage within the pay grade assigned to such employee's regular classification.

Section 9.3 – Overtime Pay

Employees entitled to receive overtime under the Fair Labor Standards Act shall receive such overtime according to the Fair Labor Standards Act (FLSA).

Section 9.4 – Acting Out of Class Pay

- (a) An employee who has completed his/her probationary period, and who is temporarily assigned to and works in a classification in a higher pay grade than his/her regular classification for a period in excess of twenty (20) consecutive regular work days, shall be paid for all hours worked in such higher pay grade, retroactive to the first consecutive day actually worked in this acting position, at either five percent (5%) above the regular rate for his/her classification or the minimum rate for the higher pay grade, whichever is greater.
- (b) Acting out of class pay shall be paid only under the following conditions: (1) the position being temporarily filled is an authorized and budgeted position; (2) the position temporarily being filled is vacant or the employee occupying such position is absent from duty; (3) the acting out of class must be approved by the Assistant Correctional Facility Administrator; and (4) the employee temporarily acting out of class must be able to perform the normal duties expected of the position being filled.

Section 9.5 – Shift Differential Pay

- (a) Any employee required to work on a shift where the majority of his/her regularly-scheduled hours are worked after 3:00 p.m. and before 11:00 p.m. shall be entitled to a night shift differential of 3% of their regular rate but not less than sixty (60) cents per hour for each hour, or portion thereof, actually worked between those hours, excluding overtime.
- (b) Any employee required to work on a shift where the majority of his/her regularly-scheduled hours are worked after 11:00 p.m., and before 7:30 a.m. shall be entitled to a night shift differential of 4% of their regular rate but not less than one dollar (\$1.00) per hour for each hour, or portion thereof, actually worked between those hours, excluding overtime.

Section 9.6 – Call-In Pay

An employee directed to report for work on an emergency assignment which is not contiguous to his/her regular work day shall receive a guaranteed minimum of four (4) hours pay at the regular rate or the appropriate overtime rate for hours actually worked, whichever is higher.

Section 9.7 – Mandatory Overtime

In situations affecting the security interests of the Detention Center, County shall have the right to require overtime work. Employees who refuse overtime work assigned under this paragraph shall be subject to disciplinary action.

Section 9.8 – Overtime Duplicating and Pyramiding

There shall be no duplicating and pyramiding in the computation of overtime or other premium wages as is identified and defined in Article 9. Nothing contained in this Agreement shall be construed to require the payment of overtime more than once for the same hours worked. If more than one of the provisions of this Agreement are applicable to any time worked by an employee, said employee shall be paid at the highest rate specified in any one such applicable provision. However, said employee shall not be entitled to additional pay under any other such provision.

Section 9.9 – Wages

Effective the first pay period on or after July 1, 2007, employees shall receive a two percent (2%) increase in pay, not to exceed the maximum for the grade on Pay Schedule A of Appendix I. Pay Schedule A represents an increase to the maximum pay rate of two percent (2%) plus an additional four percent (4%) increase to the maximum rate of pay. Pay Schedule A is effective the first pay period on or after July 1, 2007.

Effective the first pay period on or after January 1, 2008, employees shall receive a one percent (1%) increase in pay, not to exceed the maximum for the grade on Pay Schedule B. Pay Schedule B represents an increase to the maximum pay rate of one percent (1%). Pay Schedule B is effective the first pay period on or after January 1, 2008.

Effective the first pay period on or after July 1, 2008, employees shall receive a two percent (2%) increase in pay, not to exceed the maximum for the grade on Pay Schedule C. Pay Schedule C represents an increase to the maximum pay rate of two percent (2%) plus an additional four percent (4%) increase to the maximum rate of pay. Pay Schedule C is effective the first pay period on or after July 1, 2008.

Effective the first pay period on or after January 1, 2009, employees shall receive a one percent (1%) increase in pay, not to exceed the maximum for the grade on Pay Schedule D. Pay Schedule D represents an increase to the maximum pay rate of one percent (1%). Pay Schedule D is effective the first pay period on or after January 1, 2009.

Effective the first pay period on or after July 1, 2009, employees shall receive a two percent (2%) increase in pay, not to exceed the maximum for the grade on Pay Schedule E. Pay Schedule E represents an increase to the minimum and maximum pay rate of two percent (2%) plus an additional four percent (4%) increase to the maximum rate of pay. Pay Schedule E is effective the first pay period on or after July 1, 2009.

Effective the first pay period on or after January 1, 2010, employees shall receive a one percent (1%) increase in pay, not to exceed the maximum for the grade on Pay Schedule F. Pay Schedule F represents an increase to the maximum pay rate of one percent (1%). Pay Schedule F is effective the first pay period on or after January 1, 2010.

Effective the first pay period on or after July 1, 2010, employees shall receive a three percent (3%) increase in pay, not to exceed the maximum for the grade on Schedule G. Pay Schedule G represents an increase to the minimum pay rate of two percent (2%), an increase to the maximum pay rate of three percent (3%) plus an additional four percent (4%) increase to the maximum rate of pay. Pay Schedule G is effective the first pay period on or after July 1, 2010.

In each year of this Agreement, on the pay period closest to the employee's anniversary date of hire, he/she shall receive a four (4) percent increase in pay not to exceed the maximum pay for the grade for satisfactory performance on an employee's Performance Planning and Appraisal Report.

Employees shall progress through the pay schedules in Appendix I, Schedules A through G in accordance with Section 9.10. Each employee shall receive his/her merit pay increase upon a satisfactory performance in accordance with Appendix I and Section 9.10 on the pay period closest to the anniversary date of his/her hire date. There shall be at least one (1) year between merit pay advancements as defined in this Section and Section 9.10.

Section 9.10 – Merit Pay Advancements

- (a) Employees who achieve a satisfactory performance review shall receive merit pay advancements in accordance with Appendix I, Section 9.9, and §6-1-207.

An employee who receives an Overall Rating of Unsatisfactory shall receive no merit pay advancement, but will be re-evaluated ninety (90) calendar days after receipt of an Unsatisfactory rating. This ninety (90) day re-evaluation is meant to encourage the employee to bring his/her performance up to a level that meets the standards for his/her position. An employee who then satisfactorily meets or exceeds the standards for his/her position shall receive a merit pay advancement determined by his/her Overall Rating, effective as of the ninety (90) day re-evaluation.

However, a second ninety (90) day review will be conducted if an employee fails to improve to a satisfactory level of performance. At the discretion of the Appointing Authority, any employee who receives an Unsatisfactory rating on his/her second ninety (90) day re-evaluation may be given an additional ninety (90) day re-evaluation.

- (b) An employee may only grieve the Overall Unsatisfactory Rating contained in his/her Performance Planning and Appraisal. Any such grievance shall then be processed according to Article 6 (Grievance/Appeal Procedure).

The following provision shall be included on, or attached to, all Performance Planning and Appraisal Forms: "An employee who disagrees with the Overall Unsatisfactory Rating contained in this appraisal may file a grievance, provided he/she does so within ten (10) work days after his/her receipt of such Overall Unsatisfactory Rating."

- (c) The County will provide employees with a copy of their fully executed Performance Planning and Appraisal Form with all required signatures.

Section 9.11 – On Call Pay

Management will conduct a review as to which employees have pagers, the necessity for the pagers and the frequency and type of usage. An employee who is designated as on-call by management after normal work hours shall receive fifteen dollars (\$15.00) per day for every day he/she is so designated.

Section 9.12 – Work Schedules

An employee who is regularly scheduled to work the day shift on a Saturday or Sunday which does not meet the definition of overtime as outlined in Section 9.3 of this Agreement and who does not qualify for any other premium pay shall receive a five percent (5%) premium for hours worked on either a Saturday or Sunday. Should overtime be paid or any other premium be paid, no five percent (5%) premium shall be paid under this Section.

Article 10
Leaves

Section 10.1 – Annual Leave

- (a) All full-time employees shall be entitled to receive paid annual leave accrued in accord with the following schedule:

<u>Years of Continuous Service</u>	<u>Accrual Per Calendar Month</u>
0 but less than 5	.83 (10 days per year)
5 but less than 10	1.24 (15 days per year)
10 but less than 20	1.67 (20 days per year)
20 years or more	2.08 (25 days per year)

- (b) Procedures governing annual leave shall be in accord with §6-1-302 of the County Code.
- (c) The County shall continue to approve, deny, schedule and/or cancel annual leave subject to the safe and efficient operation of the Detention Center Facilities.

Requests for annual leave shall not be unreasonably denied once approved, but may be canceled in case of emergency or unforeseen circumstances which would interfere with the safe and efficient operation of the Detention Center Facilities.

Section 10.2 – Disability Leave

- (a) Full-time employees shall be entitled to receive paid disability leave accrued at the rate of one and one-quarter (1.25) days per calendar month.
- (b) Procedures governing disability leave shall be in accord with §6-1-303 of the County Code.
- (c) Employees may accrue paid administrative leave for non-use of disability leave as defined in this section in accordance with the following formula:

An employee with no use of disability leave from July 1, 2007 through December 31, 2007 shall be entitled to one (1) day of paid administrative leave.

An employee with no use of disability leave from January 1, 2008 through June 30, 2008 shall be entitled to one (1) day of paid administrative leave.

An employee with no use of disability leave from July 1, 2008 through December 31, 2008 shall be entitled to one (1) day of paid administrative leave.

An employee with no use of disability leave from January 1, 2009 through June 30, 2009 shall be entitled to one (1) day of paid administrative leave.

An employee with no use of disability leave from July 1, 2009 through December 31, 2009 shall be entitled to one (1) day of paid administrative leave.

An employee with no use of disability leave from January 1, 2010 through June 30, 2010 shall be entitled to one (1) day of paid administrative leave.

An employee with no use of disability leave from July 1, 2010 through December 31, 2010 shall be entitled to one (1) day of paid administrative leave.

An employee with no use of disability leave from January 1, 2011 through June 30, 2011 shall be entitled to one (1) days of paid administrative leave.

The accrued paid administrative leave day(s) detailed above shall be used following the fiscal year(s) in which they were accrued and in accordance with procedures governing miscellaneous leave as detailed in §6-1-305 of the County Code.

Any employee utilizing medical leave as a result of FMLA, or a valid work related injury or illness, and who otherwise would be eligible to receive the benefits of this incentive program shall be entitled to paid administrative leave days consistent with the provisions contained herein.

County and Union agree that this Disability Leave Non-Usage Incentive Program shall terminate at the expiration of the current Memorandum of Agreement unless otherwise mutually agreed upon by the County and the Union during the negotiation of a successor agreement.

Section 10.3 – Jury Leave

An employee shall be entitled to leave with pay for all regularly-scheduled work hours that he/she is required to serve as a member of a jury. The employee must present the summons to jury duty to the supervisor immediately upon receipt. Whenever an employee is temporarily excused from jury duty on a scheduled work day, he/she shall advise his/her supervisor promptly and report for work as requested by County. Failure to return to duty when requested to do so will result in a charge to annual leave for that day.

Section 10.4 – Court Leave

An employee required to appear before a court, public body or commission as a representative of the County shall be entitled to leave with pay for the time necessary to appear during his/her regularly-scheduled work day.

Section 10.5 – Military Leave

Leave with pay shall be granted in an amount not to exceed twenty (20) days in a calendar year to an employee who is a member of the reserve components of the armed forces when called upon to perform active military duty, including duty on the active list, full-time training duty, annual training duty, and attendance at military schools. An employee entering extended active service in the armed forces is entitled to an unpaid leave of absence and re-employment rights as provided by federal law. The employee shall furnish to the Personnel Officer a copy of the orders calling the employee to active military duty.

Section 10.6 – Funeral Leave

On the death of the spouse, child, stepchild, grandchild, brother, brother-in-law, sister, sister-in-law, parent, stepparent, foster parent, parent-in-law, guardian, grandparent, or grandparent-in-law of a permanent employee, the Superintendent of County's Detention Facilities may grant the employee not more than three work days of leave with pay.

An employee may also be granted up to two (2) additional days of leave at the discretion of the Superintendent of County's Detention Center. Each additional day of leave granted shall be subtracted from the employee's disability leave balance and shall be converted to funeral leave for use by the affected employee. Leave subtracted from an employee's disability leave balance for the purposes of Funeral Leave under this Section shall not count as an occurrence in calculating disability leave usage.

Section 10.7 – Leave Sharing

County shall continue to provide a leave sharing program whereby employees may donate accrued

annual leave (see Section 10.1) and disability leave (provided that an employee may only donate disability leave hours that are in excess of a four hundred and eighty (480) hour disability leave balance that must be maintained by the employee donating leave) to other County employees who have exhausted all forms of paid leave to which they are entitled and whose receipt of donated leave has been approved by their Appointing Authority.

Section 10.8 – Annual Leave Earned But Not Taken

Employees shall be paid for annual leave earned but not taken at the time the employee leaves County service, including annual leave earned but not taken in the year in which the employee leaves County service.

Section 10.9 – Paid Holidays

- (a) The following shall be considered paid holidays: New Year’s Day (January 1); Martin Luther King’s Birthday (Third Monday in January); Washington’s Birthday (Third Monday in February); Good Friday; Memorial Day (Last Monday in May); Independence Day (July 4); Labor Day (First Monday in September); Veteran’s Day (November 11); Thanksgiving Day; Thanksgiving Friday; Christmas Day (December 25); all Statewide general and congressional election days (excluding primary elections); and all days designated as legal holidays for State employees by the Governor and approved by the County Executive.
- (b)
 - (1) The County government will maintain normal operations on the days when the following holidays are observed: (i) Lincoln’s Birthday (February 12); (ii) Defender’s Day (September 12) and (iii) Columbus Day (2nd Monday in October).
 - (2) Except as otherwise provided in this Agreement, an employee who works on a holiday listed in Section 10.9(b)(1) is entitled to leave with pay on an alternate work day.
 - (3) Leave with pay on an alternative work day granted under Sub-Section (b)(2):
 - a. May not be used before the holiday is observed; and
 - b. may be accumulated up to thirty-two (32) hours; and
 - c. must be approved by the Appointing Authority in accordance with §6-1-301(b) of the County Code.
- (c) If a holiday falls on a Saturday, it shall be observed on the preceding Friday; if a holiday falls on a Sunday, it shall be observed on the succeeding Monday.
- (d) Employees shall receive eight (8) hours pay at their regular rate for each listed holiday.
- (e) In order to receive the holiday pay provided in this Section, an employee must work his/her last regularly-scheduled work day before a holiday and his/her next regularly-scheduled work day after a holiday.

Except as provided below, an employee on an authorized and approved leave of absence as provided in Article 11 (Leaves) of this Agreement shall be excused for his/her failure to work their last regularly-scheduled work day before a holiday and/or his/her next regularly-scheduled work day after a holiday.

An employee on what is commonly referred to as “disability leave probation” (i.e., employees who are required to provide a medical certificate to justify any period of absence) shall not be allowed to excuse his/her absence with Disability Leave, unless County, at its sole discretion, decides to excuse the absence due to extenuating circumstances.

Section 10.10 – Personal Leave

Employees who have completed their probationary period shall receive one (1) paid personal leave day in each fiscal year. Personal leave shall be scheduled by mutual agreement of the Supervisor and the employee, and shall only be used in a single day increment. Such leave may not be carried over to the next fiscal year.

Article 11

Use of Singular Nouns/Pronouns

Wherever a singular noun or pronoun is used in this Agreement, it shall also be deemed to refer to the plural, where appropriate.

Wherever a plural noun or pronoun is used in this Agreement, it shall also be deemed to refer to the singular, where appropriate.

Article 12

Pension Plan

County shall provide a pension plan for employees covered by this Agreement in accord with Article 5 of the County Code, Detention Center Pension Plan.

Article 13

Insurance Coverage

Section 13.1 – Health Insurance

- (a) The County shall provide a group health, optical and dental insurance plan.

In Fiscal Years 2008, 2009 and 2010, the County's share of the health insurance premium for the non-HMO plan is eighty (80) percent of the health insurance premium and the employee's share for the non-HMO plan is twenty (20) percent. The County's share of the health insurance premium for the HMO plan(s) is ninety (90) percent and the employee's share for the HMO plan(s) is ten (10) percent.

In Fiscal Year 2011, the County's share of the health insurance premium for the non-HMO plan is seventy-five (75) percent of the health insurance premium and the employee's share for the non-HMO plan is twenty-five (25) percent. The County's share of the health insurance premium for the HMO plan(s) is eighty-five (85) percent and the employee's share for the HMO plan(s) is fifteen (15) percent.

- (b) Any employee opting for no coverage shall, upon receipt by County of evidence of other applicable health insurance coverage, receive the sum of five hundred and forty-six dollars (\$546) prorated over each pay period in the (health insurance coverage) plan year.
- (c) Union recognizes and acknowledges County's right to consolidate employee groups into a single, unitary health insurance group.

Section 13.2 – Optical and Dental Insurance

County shall continue to provide its present optical and basic dental coverage at no cost to employees.

Section 13.3 – “Flexible Benefits” Program

County agrees to continue its “flexible benefits” program.

Section 13.4 – Life Insurance

In the event an employee is killed in the line of duty, County shall pay: (1) an amount equal to the employee’s annual pay to the beneficiary named on the employee’s life insurance; and (2) the costs of burial up to a maximum of ten thousand dollars (\$10,000).

In addition, County shall provide life insurance coverage at one times the employee’s annual salary up to a maximum of fifty thousand dollars (\$50,000) at no cost to employees.

Article 14
Union Affairs

Section 14.1 – Bulletin Boards

The County agrees to provide two (2) bulletin boards, one at the Ordnance Road Detention Facility and one at the Jennifer Road Detention Facility for the purpose of allowing the Union to inform its membership of official Union business, Union meetings, Union recreational and social affairs and such other events to which County and Union may mutually agree. All bulletin board postings shall be signed by a Shop Steward, Business Agent or Officer of Union. Copies of all such postings shall be submitted to the Assistant Correctional Facility Administrator prior to posting. Postings shall not violate those criteria generally applicable to the posting of notices on County property.

Section 14.2 – Union Visitation

With the permission of the County’s Personnel Officer, representatives of the Union shall have reasonable access to County’s premises for the purpose of conferring with County and with Stewards. While permission shall not be unreasonably withheld, it shall not be granted at times when it would interfere with the safe and efficient operation of the correctional facilities.

Section 14.3 – Negotiations

Up to three (3) employees designated by Union shall be granted leave with pay for meetings at times mutually agreed to by County and Union for the purpose of negotiating a successor agreement to this Agreement. If the employee is not scheduled to work on the date of a negotiating session, he/she shall receive no pay for attending the session.

Section 14.4 – Union Business

The County shall grant up to an aggregate maximum of one hundred eighty (180) hours of leave with pay each year to employees designated by a Business Agent or Officer of the Union to investigate grievances and complaints or to attend conferences, training seminars, or conventions dealing with Union business. Permission to use leave under this Section shall not be unreasonably withheld by the County, but shall not be granted at times when it would interfere with the efficient operation of the Detention Center facilities (Jennifer Road or Ordnance Road).

Article 15
Health and Safety

County and Union agree to cooperate to the fullest extent in the promotion of safety in the Detention Center facilities.

Article 16
County Personnel Practices

Section 16.1 – Personnel Regulations

The employees covered hereunder shall comply with all rules, regulations, policies, procedures and operating bulletins of the County and the Detention Center and any amendments thereto in compliance with the County laws, regulations, and policies as promulgated.

Should the County or the Detention Center amend or modify any of the aforesaid rules, regulations, policies, or procedures, a courtesy copy of any such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be mailed or delivered to the Union (or the Union's employee representative within the Detention Center) at least ten (10) business days prior to implementation. Nothing herein shall restrict the County or the Detention Center from implementing any new (or amended) rule, regulation, policy, procedure, or operating bulletin prior to the expiration of ten (10) business days if operational necessity requires such earlier implementation.

No disciplinary action will be taken for a violation of a new (or newly amended) rule, regulation, policy, procedure, or operating bulletin until the passage of at least forty-eight (48) hours after dissemination to the employees. For the purpose of this Article, dissemination of such new (or newly amended) rule, regulation, policy, procedure, or operating bulletin may be via electronic mail, telecommunication, station briefing, bulletin board posting, personal distribution, or any other appropriate means.

Section 16.2 – Personnel File

An employee shall have access to his/her personnel file by prior appointment with County's Personnel Officer (or his/her designated representative). An employee's review of his/her personnel file shall be in accord with the provisions of Title 10, Sub-Title 6, Part III (Access to Public Records) of the State Government Article of the Annotated Code of Maryland.

An employee shall receive a copy of any report reflecting on his/her efficiency that is placed in his/her personnel file. An employee may be requested to initial a copy of any such report before it is placed in his/her Departmental and/or County personnel file. An employee may request that a written statement prepared by the employee be placed in his/her personnel file in response to any report reflecting on his/her efficiency that is placed in his/her personnel file.

All materials relating to disciplinary action (as defined in Section 7.1 - Discipline of this Agreement) shall be retained in an employee's personnel file except for documentation of oral reprimands which shall be retained in the employee's departmental field file. Any correspondence relating to disciplinary action (as defined in Section 7.1) may be removed from an employee's County personnel file if requested in writing by the employee, provided that three (3) years have elapsed since the most recent disciplinary action against such employee.

Section 16.3 – Copies of Agreement

Within sixty (60) calendar days of the effective date of this Agreement, County shall provide forty (40) copies of this Agreement to Union for distribution to employees.

Article 17
Miscellaneous Provisions

Section 17.1 – Alcohol and Drug Testing

While abuse of alcohol and drugs among employees is the exception rather than the rule, the Union and County share a common concern that alcohol and drug abuse will have an adverse effect on an employee's ability to perform his/her duties or to provide protection for the public and fellow employees. To this end Union and County have agreed to adhere to the County Drug and Alcohol Policy. This policy has been instituted in part to assist those employees who may have a need for and who request assistance.

Section 17.2 – Employee Assistance Program

County shall provide an Employee Assistance Program in accordance with County policy to employees and their families.

Section 17.3 – Duty Realignment/Change of Assignment

Unless required by an operational necessity, duty realignment and/or change of assignment shall be accomplished by providing employees with two weeks' notice. If an employee is enrolled in and attending an approved course of study which qualifies for tuition reimbursement as defined in the Anne Arundel County Code, §6-1-307 Education Assistance, and the employee is able to document that a duty realignment and/or change of assignment will interfere in the completion of the approved course of study, the County may consider postponing the duty realignment and/or change of assignment until the following semester or the employee may be reassigned as a temporary accommodation to allow the employee to complete the approved course of study.

Section 17.4 – Tuition Reimbursement

A permanent, full-time employee who is in good standing is entitled to reimbursement of seventy-five (75) percent of direct tuition cost incurred on satisfactory completion of each approved course of study in accord with §6-1-307 of the Anne Arundel County Code. Reimbursement for direct tuition costs is limited to eight hundred dollars (\$800) for each employee in a fiscal year. Direct tuition costs do not include textbooks, laboratory fees, and other expenses.

Section 17.5 – Classification Study

During Fiscal Year 2005, the County shall conduct a classification study of the Correctional Program Specialist I and Correctional Program Specialist II classifications in accordance with Section G-3 of the Employee Relations Manual.

Article 18
Duration of Agreement

Section 18.1 – Effective Period

This Agreement shall become effective as of July 1, 2007 and shall continue in full force and effect until June 30, 2011.

Section 18.2 – Amendments

This Agreement may only be added to, amended or modified by a written document (i.e., a Letter of Agreement) that is signed on behalf of the parties hereto (County and Union) by their duly authorized officers and representatives, after negotiations mutually agreed to by County and Union.

Section 18.3 – Separability

If any term or provision of this Agreement is, at any time during the duration of this Agreement, in conflict with any law or court decision, such term or provision shall continue in effect only to the extent permitted by such law or court decision. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

IN WITNESS WHEREOF, County and Union have caused their names to be subscribed hereto by their duly authorized officers and representatives this _____ day of _____, 2007.

**Teamsters Local 355
Representing
Correctional Program Specialists I & II**

Anne Arundel County, Maryland

Denis Taylor, President
Teamsters Local Union No. 355

John R. Leopold
County Executive

Charles B. Marshall, Jr., Business Agent
Teamsters Local Union No. 355

Andrea M. Fulton
Personnel Officer

Gary R. Collins, Shop Steward
Teamsters Local Union No. 355

Jeffrey A. Austin
Chief Spokesperson

Sharneeke L. Lindsay, Shop Steward
Teamsters Local Union No. 355

Jonathan A. Hodgson
County Attorney

Dan Taylor, Business Agent
Teamsters Local Union No. 355

Julie T. Sweeney
Senior Assistant County Attorney