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Appendix I – Pay Schedule

Memorandum of Agreement

Between

Anne Arundel County

(Maryland)

and

Anne Arundel County Sheriff's Department

Teamsters Union, Local 355



This Memorandum of Agreement is made and entered into by Anne Arundel County, Maryland (hereinafter referred to as County) and the Anne Arundel County Sheriffs Department Teamsters Local Union No. 355, 1030 South Dukeland Street, Baltimore, Maryland 21223 (hereinafter referred to as Union) to establish wages, hours and conditions of employment.

Witnesseth

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

Article 1

Recognition and Unit

Section 1.1 – Recognition

The County recognizes Union as the exclusive bargaining representative of the employees listed in Section 1.2(a) of this Agreement for the purpose of collective negotiations 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 non-probationary full-time employees occupying the classification of Deputy Sheriff I.

Excluded – All temporary, civilian, and management personnel employed by the Sheriffs Office in any other classification(s), subject to the provisions of Section 1.2(b).

- (b) **Re-Titled or Additional Classifications.** In the event(s) that the classification referenced in Section 1.2(a) is 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), 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.

Section 1.3 – Probationary Employees

- (a) Notwithstanding §6-1-107 of the County Code and Section 806 of the County Charter, an employee who is hired, re-hired or promoted into the classification of Deputy Sheriff I shall be considered “probationary” until twelve (12) months have elapsed from the date that employee is sworn into office.
- (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 discharge on the basis that such discharge is in violation of Article 2 (Non-Discrimination) of this Agreement.
- (c) Probationary employees shall receive an evaluation of their performance each ninety (90) days of their probationary period listing the areas in which employees need to improve work habits in order to complete their probationary period to the work standards of the Sheriff’s Office.

Article 2
Non-Discrimination

Section 2.1 – Non-Discrimination

County and Union agree that they will not discriminate against bargaining unit employees because of race, color, sex, national origin, religion, sexual orientation, marital status, disability, age, Union Activity or any other factor which is determined to be included by applicable State or Federal Law.

Section 2.2 – Union Activity

An employee shall have the right to form, join and participate in the activities of employee organizations of the employee’s own choosing for the purpose of representation on all matters of employee relations without discrimination by County. The Union and/or its individual members will not discriminate against or harass any employee who does not choose to become a member of the Union and as the exclusive representative, will provide representation to a bargaining unit employee regardless of membership. Union shall admit employees to membership without discrimination and represent all employees without regard to Union membership.

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 except those restricted by a specific provision of this Agreement or other applicable law, to carry out such mission.

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

- (a) to determine the purposes and objectives of each of its constituent offices and departments;
- (b) to set standards of services to be offered to the public;

- (c) to determine the methods, means, personnel, and other resources by which the County's operations are to be conducted;
- (d) to exercise control and discretion over its organization and operations;
- (e) to direct its employees;
- (f) to hire, promote, transfer, assign, or retain employees;
- (g) to establish reasonable work rules;
- (h) to demote, suspend, discharge, or take other appropriate disciplinary action against its employees for just causes, in accordance with the Charter and other applicable laws; and
- (i) to relieve its employees from duty because of lack of work or other legitimate reasons.

Article 4
No Strikes or Lockouts

Section 4.1 – No Strikes or Lockouts

During the term of this Agreement, neither the Union nor its agents or any employee will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, "sick out" or any other interference with the work and statutory functions or obligations of County.

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

Article 5
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 as a condition of continued employment, 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 as a condition of continued employment.

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
Grievance and Arbitration Procedure

Section 6.1 – Definition of a Grievance

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

Grievances affecting more than one quarter (25%) of the employees in the bargaining unit, or a majority of the bargaining unit employees assigned to any operating unit of the Sheriff's Office, may be filed by the Union on behalf of all affected employees, provided that any such grievance is signed by the Union representative.

Section 6.2 – Grievance Procedure

Recognizing that grievances should be dealt with as expeditiously as possible, grievances shall be processed as follows:

Step I
Written Grievance to Sheriff

A grievance shall be filed in writing, in accordance with requirements set forth in Section 6.5, with the Sheriff, provided that such written grievance is received by the Sheriff (or the Sheriff's designated representative) within twenty (20) work days following the event giving rise to the grievance or within twenty (20) work days following the time when the employee reasonably should have gained knowledge of its occurrence.

The grieving employee shall submit two (2) copies of the written grievance to the Sheriff (or the Sheriff's designated representative) who shall, upon receipt, date stamp both copies of the written grievance and return one (1) copy to the employee. The copy returned shall serve both as a receipt and as evidence should the issue of timely filing be raised.

Within ten (10) work days after receipt of the written grievance, the Sheriff (or the Sheriff's designated representative) shall hold a meeting with the grieving employee, and the steward, and/or the Teamster Union representative. In the event that no resolution of the written grievance is reached during such meeting, the Sheriff (or the Sheriff's designated representative) shall issue a written answer to the written grievance within ten (10) work days of the meeting at Step I.

Upon the mutual agreement of the County and the grieving employee, the Step I meeting may be waived. In such event the Sheriff (or the Sheriff's designated representative) shall issue a written

answer to the written grievance within ten (10) work days of mutual agreement to waive the Step I meeting.

The Step I written answer of the Sheriff (or the Sheriff's designated representative) shall contain the reasons for the Sheriff's decision and shall be delivered to the grieving employee, the Steward and the Union, by US certified mail to the employee's home address of record.

Step II

Written Grievance Appeal to Personnel Officer

If the grievance is not resolved at Step I, the employee shall file a grievance appeal in writing, in accordance with requirements set forth in Section 6.5, with the County's Personnel Officer (or the Personnel Officer's designated representative) within ten (10) work days after receipt of the Step I written answer.

The appealing employee, the Steward or the Union shall submit two (2) copies of the written grievance appeal to the County's Personnel Officer (or the Personnel Officer's designated representative) who shall, upon receipt, date stamp both copies of the grievance appeal and return one (1) copy to the employee, the Steward or the Union. The copy returned shall serve as both a receipt and as evidence should the issue of timely filing be raised.

Within ten (10) working days after receipt of the grievance appeal, the County Personnel Officer (or the Personnel Officer's designated representative) shall hold a meeting with the appealing employee, the Steward and the Union Representative. In the event that no resolution of the grievance appeal is reached during such meeting, the County Personnel Officer (or the Personnel Officer's designated representative) shall issue a written answer within thirty (30) work days of the meeting at Step II.

Upon mutual agreement of the County and the appealing employee, or Steward or the Union, the meeting may be waived. In such event, the County Personnel Officer (or the Personnel Officer's designated representative) shall issue an answer in writing to the appeal within thirty (30) work days of the mutual agreement to waive the Step II meeting.

The Step II written answer of County's Personnel Officer (or the Personnel Officer's designated representative) shall contain the reasons for the Personnel Officer's decision and shall be delivered to the employee, the Steward and the Union by US certified mail to the employee's home address of record.

Step IIIA

Written Grievance Appeal to Personnel Board

If the grievance is not resolved at Step II, the employee shall file a grievance appeal in writing with the County's Personnel Board, provided that such written grievance appeal is received by County's Personnel Board (or the Personnel Board's designated representative) within ten (10) work days after receipt of the Step II written answer.

The appealing employee shall submit two (2) copies of the grievance appeal to the County Personnel Board (or its designated representative) who shall, upon receipt, date stamp both copies of the written grievance appeal and return one copy to the employee. The copy returned shall serve as both a receipt and as evidence should the issue of timely filing be raised.

County Personnel Board shall hold a hearing on the written grievance appeal of the receipt of the appeal and shall render a final and binding decision on the grievance as soon as possible after the Step III hearing. The Union shall be afforded the opportunity to attend the Step III hearing.

The Step III written answer of County's Personnel Board shall contain the reasons for the Personnel Board's decision and shall be mailed by U.S. Certified Mail to the appealing employee's home address of record and to Union's President.

Step IIIB
Written Grievance Appeal to Binding Arbitration

Within ten (10) work days after receipt of County's Step II 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 Representation

The Union shall have the right to designate Job Stewards in accordance with Article 14 of this Agreement.

Union shall immediately supply County with a written notice of the Union Representative appointed under this Section and, thereafter, shall immediately notify County in writing of any change in such appointment.

Union Representatives shall have the right to leave their job during working hours for the purpose of attending scheduled grievance meetings. Union Representatives shall first receive permission to leave their job from the Sheriff. While such permission shall not be unreasonably withheld, it shall not be granted at times when it would interfere with the efficient operation of the Sheriff's Office.

Nothing in this Agreement shall be deemed to deny any individual employee the right to present grievances to the County without representation and to have the grievance resolved, provided that such resolution is not inconsistent with the provisions of this Agreement.

Section 6.4 – Time Limitations

No grievance 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 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 shall be deemed settled on this basis of County's last answer to such grievance. If county fails to provide an answer with the time limits set forth in Section 6.2 (or within the time limits mutually determined by County and Union), the grieving employee may elect to treat the grievance as denied and immediately appeal the grievance to the next step.

The term "work days" shall refer to days Monday through Friday, inclusive. Saturdays, Sundays and County Holidays shall not be considered "work days" for any purposes under this Agreement.

Section 6.5 – Written Presentation

Any written grievance presented under Section 6.2 of this Article shall be on a uniform grievance form and shall contain the name and address of the grievant, the exact nature of the grievance, the facts giving rise to the grievance; the specific provisions of this Agreement or of applicable law allegedly violated; and the remedy requested. Grievances that are not completed according to the Section will be returned, along with oral or written direction with respect to the items that are not complete. The grievant will then be given five (5) work days in order to return a

perfected grievance. Grievances that are not perfected and returned within five (5) work days shall be deemed to be withdrawn.

Section 6.6 – Grievance Meetings

Grievance 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 employee and any other employee who the County and the Union mutually agree is necessary to the resolution of the grievance shall suffer no loss of pay for scheduled work hours lost while attending grievance meetings. The County or the Union may sequester any witness during any grievance meeting.

Article 7 **Seniority**

Section 7.1 – Definition

As used in this Agreement, the term “seniority” shall mean an employee’s length of continuous service with the Sheriff’s Office. Service with other County Offices shall not be credited toward service as a Deputy Sheriff I. No employee shall acquire seniority until completing a probationary period. Upon completion of the probationary period, employee shall accrue seniority computed from the date of hire.

Section 7.2 – 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) calendar days after notification or attempted notification by certified mail of recall or layoff by the County; and
- (c) Layoff in excess of eighteen (18) consecutive months since the employee’s last day worked for County or a period exceeding the length of the employee’s seniority, whichever is less.

In addition, an employee who is absent from work for more than three (3) consecutive work days without notifying County shall be deemed to have voluntarily terminated employment with the County, unless such employee is able to evidence sufficiently extenuating circumstances that prevented notification.

Section 7.3 – Seniority Roster

County shall maintain and furnish Union with a seniority roster (based on date of hire with Sheriff’s Office) on an annual basis.

Section 7.4 – Vacancies/Eligibility Lists

- (a) In the event there is a vacancy for a permanent position within the bargaining unit for which there is no eligibility list, or in the event County determines that an eligibility list must be established, County shall establish such eligibility list in accord with §6-1-106 (Eligibility Lists) of the County Code and Section B-2 of the Employee Relations Manual.

- (b) Any employee who wishes to be considered for a posting must submit a written application to the County's Office of Personnel during the posting period.
- (c) Any bargaining unit employee may apply for a posting. As it deems appropriate, however, County may also fill a posting from outside the bargaining unit.
- (d) In determining eligibility and in selecting individuals for a posting, County will consider minimum qualifications and experience, relative qualifications and experience, skills, abilities, any requirements which must be met by an applicant prior to appointment, work records and performance records.
- (e) In order to be considered for a posting, current employees of County: (1) must have completed their probationary period; and (2) must have no less than a (Satisfactory) Overall Rating on their most recent Performance Planning and Appraisal evaluation (provided that such appraisal has not been grieved).
- (f) Eligible employees shall be certified in order of their standing on an eligibility list. The eligibility list for vacancies shall afford employees who are on the priority employment list as defined in Section B-12 of the Employee Relations Manual with medical priority placement. Classified employees, contractual employees, and external applicants shall be considered equally only after the priority employment list.

Section 7.5 – Layoff and Recall

In the event it becomes necessary to layoff employees for lack of work or lack of funds, employees with the least seniority shall be laid off first. Recall shall be in reverse order of layoff.

Employees who are slated for layoff and the Union shall be notified at least twenty (20) days prior to the effective date of any layoff.

Employees who are recalled to work shall have the recall notice sent to their last known address by certified mail and shall have seven (7) calendar days from the receipt of said notification, in which to notify the County of their intention to return to work. They shall return to work within twenty (20) days of said receipt of notification or they will forfeit their seniority.

Article 8 **Hours of Work**

Section 8.1 – Work Day

A “work day” is a period of twenty-four (24) hours beginning at 12:00 midnight and ending at 12:00 midnight on the following day.

Section 8.2 – Regular Work Day

A “regular work day” for employees covered by this Agreement shall consist of eight (8) consecutive hours of actual work, exclusive of an unpaid meal period, within a work day.

Section 8.3 – Work Week

A “work week” shall consist of seven (7) days beginning at 12:00 midnight on Wednesday and ending at 12:00 midnight on the following Wednesday.

Section 8.4 – Regular Work Week

A “regular work week” for employees covered by this Agreement (except for those employees of the Operations Bureau and Security Bureau who are assigned to a rotating shift) shall consist of forty (40) hours within the work week on five (5) regular work days.

Employees assigned to a rotating shift shall be scheduled for no less than thirty-two (32) and no more than forty-eight (48) hours within a work week.

Section 8.5 – Hours of Work

County shall continue the hours of work and shifts in effect on the effective date of this Agreement. However, County may change such hours of work and shifts if it (County) has previously notified the Union 72 hours in advance of any such proposed changes, except that for an operational necessity County need not give such notice.

Section 8.6 – Regularly Scheduled Day Off

An employee on a regularly scheduled day off shall not be required to be on standby or to wear a telephone pager unless required to do so by the unit of assignment.

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 Wages” is defined as the pay for an employee’s salary rate within the pay grade assigned to that employee’s regular classification.

“Regular Rate” of pay is defined as the straight-time rate of pay per hour for an employee’s salary rate within the pay grade assigned to that employee’s regular classification.

Section 9.3 – Overtime Pay and Assignment

- (a) One and one-half (1.5) times an employee’s regular rate shall be paid for all hours worked in excess of eight (8) hours actually worked in a work day or in excess of forty (40) hours actually worked within the work week.

For the purpose of computing overtime pay, all leave hours for which an employee is compensated by County shall be regarded as hours worked.

- (b) If the County determines that overtime work is required, it shall first be offered to employees as that term is defined in Section 1.2(a) of this Agreement. Overtime shall be distributed as equally as possible among employees in those classifications that normally perform the work. Any error in the assignment of overtime shall be corrected by the assignment of the next available overtime.

- (c) Notwithstanding Paragraph (a) above, those employees of the Operations Bureau who are assigned to a shift or a rotating shift shall be paid one and one-half (1.5) times their regular rate for all hours actually worked in excess of his/her regularly scheduled work day and for all hours worked in excess of the normally-scheduled hours of work in the work week.
- (d) Employees who so request, in writing, may receive overtime in the form of compensatory leave credit at a rate of one and one-half (1.5) times all hours worked in lieu of overtime pay as described in paragraphs (a) and (c) above. Use of accrued compensatory leave will not be unreasonably denied unless the use of the compensatory leave unduly disrupts the operations of the Sheriffs Office.

Unused compensatory time shall be paid out on a semi-annual basis as follows:

Unused compensatory time earned from December 1 through May 31 will be paid on the second pay period in June.

Unused compensatory time earned from June 1 through November 30 will be paid on the second pay period in December.

- (e) Notwithstanding sub-sections (a) and (c) of this section, those employees of the K-9 Section who are assigned to attend training during hours which span a work day as defined in Section 8.1, shall be paid at their regular rate of pay as defined in Section 9.2. These employees shall also receive night shift differential pay of eighty (80) cents per hour for all hours actually worked.

Section 9.4 – Acting Out of Class Pay

- (a) Employees who have completed their probationary periods, and who are temporarily assigned to work in a classification in a higher pay grade than their regular classification, shall be paid for all hours worked in such higher pay grade at either five percent (5%) above the regular rate for their 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 Sheriff; 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 their 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 forty (40) 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 their 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 eighty (80) cents per hour for each hour, or portion thereof, actually worked between those hours, excluding overtime.

Section 9.6 – Training Programs

Every attempt shall be made to schedule County Training Programs during normal work hours. When this is not possible, an employee will be paid at the employee's regular rate for scheduled training hours for which that employee has volunteered, or at an overtime rate for scheduled training hours if that employee's attendance is required during non-scheduled work hours by County.

Section 9.7 – Call-In Pay

An employee directed to report for work on an emergency assignment which is not contiguous to the employee's regular work day shall be paid at the employee's regular rate for all hours of work on such emergency assignment in any work day, but in no event shall the amount of pay under this section be less than four (4) hours at the employee's regular rate.

Section 9.8 – Overtime Duplicating and Pyramiding

There shall be no duplicating and pyramiding in the computation of overtime or other premium wages. 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 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(s).

Section 9.9 – Wages

- (a) Effective the first full pay period on or after July 1, 2007, an employee covered by this agreement shall be placed on Pay Schedule A of Appendix I at his/her pay rate as of June 30, 2007. Pay Schedule A increases the minimum pay rate by eight and one half percent (8.5%) and the maximum pay rate by three percent (3%) plus an additional four percent (4%).
- (b) Effective the first full pay period on or after July 1, 2007, employees shall receive a three percent (3%) increase in pay, not to exceed the maximum pay rate for the grade on Pay Schedule A.
- (c) Effective July 12, 2007, employees hired prior to July 12, 2007 with at least one (1) year of service in the Sheriff's Department on July 12, 2007, who are below the annual pay rate of \$40,000 after the three percent (3%) across the board increase and any merit increase due on that date is applied shall have their pay increased to \$40,000. Effective July 12, 2007, employees hired prior to July 12, 2007 who have less than one (1) year of service in the Sheriff's Department on July 12, 2007, and who are below the annual pay rate of \$38,000 after the three percent (3%) across the board increase is applied shall have their pay increased to \$38,000.
- (d) Effective the first full pay period on or after July 1, 2008, employees shall receive a three percent (3%) increase in pay, not to exceed the maximum pay rate for the grade on Pay Schedule B. Pay Schedule B represents an increase to the minimum pay rate of three percent (3%) and an increase to the maximum pay rate of three percent (3%) plus an additional four percent (4%). Pay Schedule B is effective the first full pay period on or after July 1, 2008.
- (e) Effective the first full pay period on or after July 1, 2009, employees shall receive a three percent (3%) increase in pay, not to exceed the maximum pay rate for the grade on Pay

Schedule C. Pay Schedule C represents an increase to the minimum pay rate of three percent (3%) and an increase to the maximum pay rate of three percent (3%) plus an additional four percent (4%). Pay Schedule C is effective the first full pay period on or after July 1, 2009.

- (f) In each year of this Agreement, on the pay period closest to the employee's anniversary date as described in Section 9.10 of this Agreement an employee shall receive a four percent (4%) increase in pay not to exceed the maximum pay for the grade for an overall satisfactory rating on his or her Performance Planning and Appraisal Report.

It is understood that performance based pay advancements, as described in this section, shall have the same contractual legal status as the across the board increases agreed to by the parties in this Agreement. The payment of the performance based pay advancements in this Section shall not be circumvented by any action taken by the County Executive, including by budget or other legislative submittal.

- (g) Employees hired on or after July 12, 2007, who are below the annual pay rate of \$41,200 on the pay period closest to the completion of one (1) year of service in the Sheriff's Department after the three percent (3%) across the board increase and any merit increase is applied shall have their pay increased to \$41,200.
- (h) Employees hired on or after July 10, 2008, who are below the annual pay rate of \$42,436 on the pay period closest to the completion of one (1) year of service in the Sheriff's Department after the three percent (3%) across the board increase and any merit increase is applied shall have their pay increased to \$42,436.

Section 9.10 – Pay Advancements

- (a) An employee who achieves a satisfactory performance review shall receive pay advancements in accordance with Appendix I, Section 9.9 of this Agreement and §6-1-207 of the County Code. Effective July 12, 2007, except for (b) below, a current employee's anniversary date for the purpose of merit pay advancements will remain the same as it was on July 11, 2007 and will not change in the future if the employee is promoted, demoted, reclassified, transferred or the pay grade associated with an employee's classification is reallocated. An employee shall progress through the pay schedule on the pay period closest to the employee's anniversary date by receiving an overall satisfactory on his/her Performance Planning and Appraisal evaluation. Except for (b) below, an employee hired into a classified position on or after July 12, 2007 will retain his/her hire date as his/her anniversary date for the purpose of pay advancements in this section. In each year of this Agreement, an employee who receives an overall satisfactory rating on his or her Performance Planning and Appraisal Report shall receive an increase in pay of four percent (4%) not to exceed the maximum pay rate for the grade, on the pay period closest to the employee's anniversary date.
- (b) An employee's anniversary date for the purpose of merit pay advancements will change if the employee receives an overall rating of unsatisfactory. Such employee shall not receive a merit pay advancement if he/she is rated overall unsatisfactory, 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 performance up to a level that meets the standards for the position. An employee who then meets or exceeds the standards for the position shall receive a merit pay advancement as determined by the 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. An employee who then 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 second ninety day review. At the discretion of the Appointing Authority, any employee who receives an unsatisfactory rating on the second ninety (90) day re-evaluation may be given an additional ninety (90) day re-evaluation.

An employee will be eligible for a future merit pay advancement on the anniversary of the date on which he/she was rated satisfactory and the date of the satisfactory rating shall become the employee's new anniversary date.

This subsection shall apply only to those employees who are eligible to receive a pay advancement under the applicable provisions of §6-1-207 of the County Code.

- (c) An employee may only grieve the Overall Rating contained in the employee's Performance Planning and Appraisal. Any such grievance shall be processed according to Article 6 (Grievance Procedure).

The following provision shall be included on, or attached to, all Performance Planning and Appraisal Forms: "An employee who disagrees with the Overall Rating contained in this appraisal may file a grievance, provided the employee does so within twenty (20) work days after the employee's receipt of such Overall Rating."

Section 9.11 – Consecutive Shift Scheduling

County shall not schedule two (2) consecutive shifts (i.e., back-to-back shifts) unless the second scheduled shift results in overtime pay as provided in Section 9.3 of this Agreement.

Section 9.12 – Court Pay

An employee who is required to attend court in the course of County business on a date other than the employee's regularly-scheduled monthly court dates, and at a time which is not contiguous to the employee's regularly-scheduled hours of work, shall be paid three hours at the employee's regular rate or the number of actual hours worked at the overtime rate, whichever is greater, but in no event shall the amount of pay under this Section be less than three (3) hours at the employee's regular rate of pay.

If an employee's hours of work are involuntarily changed, and such change results in an employee being required to attend court on a previously-scheduled monthly court date that coincides with regularly-scheduled hours off under the employee's new schedule, an employee shall be entitled to the pay provided in the immediately preceding paragraph of this Section.

Section 9.13 – On-Call Pay

Employees who are required to be on On-Call status shall wear a pager and shall receive ten (\$10.00) dollars for each twenty-four (24) hours or portion thereof that they are required to be On-Call, in addition to the hours actually worked, if called in while off duty and on On-Call status.

Section 9.14 – Emergency Employees

- (a) The Sheriff will designate those employees who provide essential services to County citizens and other County employees as emergency employees in accordance with Section H-8 of the Employee Relations Manual. These employees will be so notified, in

writing, of their status on or about November 15 of each year or when a change in their status is made. In the event that County offices are closed for emergency reasons, those employees considered non-emergency employees who are on duty will be given administrative leave for the period during which the County offices are closed.

- (b) When County offices are closed for emergency reasons, employees who are designated as essential personnel and who are required to work will be granted leave with pay on an alternate work day for the hours worked when the County offices are closed. This leave with pay is forfeited if not used within 12 months of the said closure.

Section 9.15 – Retention Bonus

In each year of this agreement, an employee with the following years of consecutive service in the Sheriff’s Department, as of the first day of the first pay period on or after July 1 of each year (i.e., for Fiscal Year 2008, this date is July 12, 2007; for Fiscal Year 2009, this date is July 10, 2008; and for Fiscal Year 2010, this date is July 9, 2009) shall receive the following retention bonus payable in the second pay period on or after July 1 of each year of the agreement:

Five (5) or more years of service:	\$ 500.00
Ten (10) or more years of service:	\$1,000.00
Fifteen (15) or more years of service:	\$1,500.00

Retention Bonuses are not cumulative; e.g., an employee with ten (10) or more years of service but less than fifteen (15) years of service would receive \$1,000.00 (not \$500.00 plus \$1,000.00). Retention Bonuses are not added to base pay.

Article 10
Leaves

Section 10.1 – Annual Leave

- (a) A full-time employee 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) An employee may not carry over more than thirty (30) days of annual leave into the next pay period calendar year. In 2007, the pay period calendar year ends on December 26, 2007. In 2008, the pay period calendar year ends on January 7, 2009. In 2009, the pay period calendar year ends on January 6, 2010.

During a pay period calendar year an employee may be granted (with the approval of the Sheriff) an advance of annual leave that would be accumulated by the end of the pay period calendar year.

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

An employee who has been paid for leave taken but not earned shall, upon separation from County service, reimburse that amount to the County.

- (c) County shall continue to approve, deny, schedule and/or cancel annual leave subject to the safe and efficient operation of the Sheriff's Office.

Requests for annual leave shall not be unreasonably denied once approved, but may be canceled in case of emergency or operational necessity.

- (d) Annual leave requests will be processed in accordance with the Sheriff's Department Policies and Procedures. Any proposed changes to the annual leave requests policies and procedures shall be discussed with the union prior to implementation.
- (e) In addition to the annual leave provided in Section 10.1(a) above, all employees shall receive fifteen (15) days of paid annual leave in lieu of the holidays listed in §6-1-302 of the County Code.

Section 10.2 – Disability Leave

- (a) A full-time employee 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 and with appropriate County practice.

Section 10.3 – Jury/Witness Leave

- (a) An employee shall be entitled to leave with pay for all regularly scheduled work hours that the employee is required to serve as a member of a jury. The employee must present the summons to jury duty to the shift supervisor immediately upon receipt. Whenever an employee is temporarily excused from jury duty on a scheduled work day, the employee shall advise the Sheriff as promptly as possible and shall then stand ready to report for work. Failure to return to duty when requested to do so will result in forfeiture of any pay due under this section for that day.
- (b) Leave time without pay shall be granted for court attendance when an employee is the defendant or is engaged in personal litigation, unless such actions are a result of any act performed as a part of the employee's official duties as an employee of the County, in which case said employees shall be compensated in accordance with official policy.

Section 10.4 – Court Leave

An employee required by County to appear before a court, public body or commission in connection with County business shall be entitled to leave with pay for the time necessary to appear during the employee's regularly scheduled work day.

Section 10.5 – Military Leave

Employees who are required to serve in a military training or reserve program of the Armed Forces of the United States shall be granted paid Military Leave for up to a maximum of twenty (20) regularly scheduled work days per calendar year, provided they offer valid proof of such military service. A copy of such employees' military orders shall be submitted to County by the employees requesting such leave.

Section 10.6 – Funeral Leave

- (a) In the event of a death in the immediate family of an employee, the employee shall be entitled to leave with pay, provided that such leave is taken during the period between the day of death and the three (3) days following burial, both inclusive. Such leave shall consist of a minimum of three (3) days and a maximum of five regularly scheduled work days per occurrence. Any such leave requested under this section in excess of three (3) days shall be paid from disability leave and shall be subject to the approval of the Sheriff. However, such approval will not be unreasonably withheld.

Immediate family shall include only the following: the employee's father, mother, spouse, children, stepchildren, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother, sister, grandparents, grandchildren, stepfather, stepmother, brother-in-law, sister-in-law, foster parents, grandparents-in-law, or legal guardians.

- (b) Should an employee require additional time other than provided in paragraph (a) above, the employee may request the additional time from the Sheriff who may grant such additional time to be charged against the employee's annual leave time or as a leave of absence without pay.
- (c) Upon County's request, an employee shall furnish proof of death and relationship.

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) to other 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. In addition, employees may also donate up to two (2) disability leave days per calendar year to other County employees (see Section 10.2) 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 – Civic Leave

An employee who is required to perform emergency civilian or military duties pursuant to an executive order issued by the President of the United States declaring a national emergency shall be granted civic leave. If the employee's base pay with the County is more than the employee's military pay and allowances, the employee shall be paid the difference between the employee's base pay rate and the employee's military pay and allowances. The employee shall furnish to the Personnel Officer a copy of the military orders calling the employee to active duty and include official verification of the military pay and allowances.

Article 11 Pension Plan

Section 11.1 – Pension Plan

- (a) County shall provide a pension plan for employees covered by this Agreement in accord with Article 5 of the County Code.
- (b) The County agrees to introduce and support legislation no later than August 1, 2004, to allow employees to retire after twenty (20) years of continuous service in the Detention Officers' and Sheriffs' Retirement Plan. An employee who is currently vested shall remain vested. An employee who is employed at the time of enactment of the legislation

and a participant in the Detention Officers' and Sheriffs' Retirement Plan shall remain eligible to vest at five (5) years of continuous service in the Detention Officers' and Sheriffs' Retirement Plan. Upon enactment of the enabling legislation as described in this paragraph, newly hired or promoted employees shall vest at twenty (20) years of continuous service. The legislation shall also provide for retirement at age fifty (50), with a minimum of five (5) years of continuous service as an employee and as a member of the Detention Officers' and Sheriffs' Retirement Plan.

- (c) County shall provide for pension plan credit for up to a maximum of three (3) years of Military service (to be credited only after employees have become one hundred percent (100%) vested.).
- (d) County shall continue a pension "pick-up" program whereby employees' contributions to the Detention Officers' and Deputy Sheriffs' Retirement Plan (as described in Article 5 of the County Code) will be deducted on a pre-tax basis.
- (e) County shall continue the "accrual rate" applicable to the Detention Officers' and Deputy Sheriffs' Retirement Plan (as described in Article 5, of the County Code) at two and one-half percent (2½%) for each year of credited service plus two percent (2%) after 20 years of service up to the maximum accrual currently provided by law.
- (f) County shall continue the "vesting" applicable to the Detention Officers' and Deputy Sheriffs' Retirement Plan (as described in Article 5 of the County Code) at one hundred percent (100%) after five (5) years of credited service.

Article 12 **Insurance Coverage**

Section 12.1 – Health Insurance

- (a) The County shall provide a group health, optical and dental insurance plan. The cost of each employee's benefits shall be shared by the County and the employee. 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.
- (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 12.2 – "Flexible Benefits" Program

County agrees to continue its "flexible benefits" program in conformance with Section 125 of the Internal Revenue Service Code. This program allows employees to deduct their health insurance contribution on a pre-tax basis.

Section 12.3 – Life Insurance

- (a) In the event of death while in the employ of the County, the person designated by the employee prior to death as the beneficiary of an employee shall be paid ten thousand dollars (\$10,000.00).
- (b) In addition to all other benefits that are available under this Agreement and/or the County Code, should the death of an employee who is covered by this Agreement be caused by a line of duty fatality while on duty, then the beneficiary shall be paid a sum equal to the employee’s annual salary.

Section 12.4 – Burial Expenses

In the event a Deputy Sheriff I is killed in the line of duty, County shall pay the costs of burial up to a maximum of ten thousand dollars (\$10,000.00).

Section 12.5 – Civil Liability Coverage

County agrees to provide employees with legal defense services and indemnification for civil liability in a manner consistent with the Local Government Tort Claims Act or the Maryland Tort Claims Act; Article 2, Title 5, entitled “Self-Insurance Fund,” of the County Code; and the policies, rules, and regulations of the Self-Insurance Fund Committee.

Section 12.6 – Education Assistance

Education Assistance shall be provided in accordance with §6-1-307 of the County Code.

A permanent, full-time employee who is in good standing is entitled to reimbursement of 100 percent of direct tuition cost for a grade of “A,” 75 percent of direct tuition cost for a grade of “B,” 65 percent of direct tuition cost for a grade of “C” or “satisfactory” upon completion of each course of study that meets the requirements of §6-1-307 of the County Code. A permanent, full-time employee who is in good standing is also entitled to a total reimbursement of direct tuition costs of \$1200 in a fiscal year.

Article 13
Clothing Allowances

Section 13.1 – Initial Uniform and Equipment Issue

The Initial issue of uniforms and equipment is provided and listed below. In the event that the uniforms or equipment listed are damaged through no fault of the employee or become worn through normal use, such uniforms or equipment shall be replaced at no cost to the employee.

Initial Uniform and Equipment Issue

- 1 – Uniform Class A Dress Blouse
- 1 – Summer Weight Jacket
- 1 – Winter Weight Jacket
- 1 – Summer Hat
- 1 – Winter Hat
- 1 – Universal Hat Cover
- 6 – Short Sleeve Dress Shirts
- 6 – Long Sleeve Dress Shirts
- 6 – All Season Trousers
- 1 – Raincoat

- 4 – Ties
- 2 – Badges for Uniform Wear
- 1 Set Sam or Sally Brown Leather Gear
- 1 – 40 Caliber Semi-Automatic Pistol
- 1 Box of 40 Caliber Ammunition
- 1 – Body Armor Vest with Cover
- 2 – Sets of Handcuffs
- 1 – Rechargeable Flashlight with A/C and D/C capability
- 1 – Uniform Sweater
- 1 – Flashlight Pouch/Holder for Gun Belt
- 2 – Sets of Collar Pins
- 2 – Tie-Tac Pins
- 1 – Radio Pouch/Holder for Gun Belt
- 1 – A/C Charger for Portable Radio
- 3 – Turtlenecks

Section 13.2 – Field Training Officer

Deputies who are assigned the position of Field Training Officer shall receive one (1) dollar (\$1.00) per hour in addition to regular pay for each hour they are assigned to training. Field Training Officers must have worked at least one (1) year in the field in which they are training and meet the standards and requirements as set forth by the Sheriff for Field Training Officer.

Section 13.3 – Quartermaster

Each employee shall be entitled, as they deem necessary, and with the approval of the employee’s supervisor, to draw clothing and equipment, which is damaged or sufficiently worn as to need replacement, from the Sheriff’s Quartermaster to supplement the initial uniform issue.

Section 13.4 – Weapons Allowance

For Fiscal Year 2008, County shall pay an annual service weapons allowance of six hundred dollars (\$600) to be paid in twenty-six (26) equal installments.

For Fiscal Year 2009, County shall pay an annual service weapons allowance of six hundred and fifty dollars (\$650) to be paid in twenty-six (26) equal installments.

For Fiscal Year 2010, County shall pay an annual service weapons allowance of seven hundred dollars (\$700) to be paid in twenty-six (26) equal installments.

Section 13.5 – Cleaning Allowance

For Fiscal Year 2008, County shall pay an annual uniform cleaning allowance of six hundred dollars (\$600) to be paid in twenty-six (26) equal installments.

For Fiscal Year 2009, County shall pay an annual uniform cleaning allowance of six hundred dollars (\$600) to be paid in twenty-six (26) equal installments.

For Fiscal Year 2010, County shall pay an annual uniform cleaning allowance of six hundred dollars (\$600) to be paid in twenty-six (26) equal installments.

Article 14
Union Affairs

Section 14.1 – Union Activities

Employees shall have the right to join in, or refuse to join in, Union activities without interference, intimidation or coercion by either the County or the Union. Further, employees shall enjoy all other rights and privileges as outlined in this Agreement.

Section 14.2 – Employee Rights

Nothing contained in this collective bargaining agreement shall preclude any employee covered by this Agreement from pursuing any right or remedy available under this Agreement without representation of the Union. Further, nothing contained in this Agreement shall preclude any employee from discussing a problem directly with the employee's immediate supervisor or any other Official without the intervention of the Union. Any resolution reached must be submitted and agreed to by the Local Union if in conflict with this Agreement. Any resolution made by an individual shall not set a precedent for the settlement of any other dispute by the same or other employees.

Section 14.3 – Stewards

The County recognizes the right of the Union to designate bargaining unit employees to act as Job Stewards. The Union will advise the County in writing of the names of the Job Stewards by filing said list with the Sheriff, or the Sheriff's designee, prior to the Job Steward assuming duties.

The term "Job Steward" as used in this Agreement shall mean Union employees covered under this Agreement who have been designated by the Union to investigate grievances and represent bargaining unit members at grievance hearings and other employee representation as outlined in this Agreement, when they have been selected as the employees' representative. The Union shall be allowed a reasonable number of employee Job Stewards.

Shift Supervisors or their designees, shall grant approval to Job Stewards to investigate or process grievances during work time. Stewards who investigate grievances during work time shall not use excessive time in doing so. Nor shall they make an unreasonable request for the time of other employees while these employees are on duty.

Under no circumstances shall a Steward investigate, present, or process grievances while on overtime. Alternate Stewards shall act as Steward when the Steward is absent or unavailable.

Section 14.4 – Union Representatives

The County shall grant time off from work for designated Stewards to take part in the following activities:

- (1) Grievance Proceedings and Hearings
- (2) Disciplinary Procedures
- (3) Representation of Bargaining Unit Members at grievance or disciplinary proceedings
- (4) L.E.O.B.R. Hearings
- (5) Arbitration Proceedings
- (6) Contract related Court Proceedings

Section 14.5 – Bulletin Board

The County agrees to provide two (2) bulletin boards, one in Operations and one in Security, 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 an officer of Union. Copies of all such postings shall be submitted to the Sheriff prior to posting. Postings shall not violate those criteria generally applicable to the posting of notices on County property.

Section 14.6 – 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 Sheriff’s Office.

Section 14.7 – 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.

Section 14.8 – Union Business

The County shall grant twenty (20) hours of leave with pay a month for Union Business. Such leave may accumulate up to one hundred (100) hours; however, in no instance may the total amount of unused leave accumulate to more than one hundred (100) hours.

Permission to use leave with pay under this Section shall be considered by the Sheriff upon receipt of a written request from the Union. The request shall specify the person(s) requiring leave, the amount of leave required and the purpose of such leave.

Permission to use leave under this Section shall not be unreasonably withheld by the County, it shall be granted at times when it would least interfere with the safe and efficient operation of the Sheriff’s Office.

Article 15
Health and Safety

Section 15.1 – Safe Working Conditions

County and Union agree to cooperate to the fullest extent in the promotion of safety in the Sheriff’s Office.

Section 15.2 – Safety Committee

A Safety Committee comprised of three (3) members, one (1) of whom shall be appointed by the Union from the employees covered by this Agreement, shall be established. The Safety Committee shall meet monthly for the purpose of promoting safety, unless less frequent meetings are mutually agreed to by County and Union. Minutes of all meetings shall be forwarded to the Sheriff and the Union.

Section 15.3 – Safety Equipment

Sheriff's Office vehicles shall each be equipped with a first aid kit and a pocket mask for use in administering cardiopulmonary resuscitation (CPR).

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, the Office and the Division and any amendments thereto.

Should the County, the Office, or the Division 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 Sheriff's Office) at least ten (10) business days prior to implementation. Nothing herein shall restrict the County, the Office or the Division 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 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 amended) rule, regulation, policy, procedure, or operating bulletin shall be via electronic mail, telecommunication, station briefing, bulletin board posting, personal distribution, or any other appropriate means.

Section 16.2 – Employee Disciplinary Procedures

The County may, as provided for in other Articles of this Agreement, discipline employees for just cause, as required. Employees have the right to request Union representation at all meetings with management in which disciplinary action to the employee may result.

Employees shall be given a copy of any notice or report of disciplinary action that is placed in the employee's personnel file. Failure to comply with this provision shall not in any way affect the discipline issued and shall not be grounds for removing the discipline from the employee's file.

Section 16.3 – Personnel File

Employees shall be allowed to review their own Personnel files upon written advance notice to the Personnel Officer. Upon request, a copy of said Personnel file shall be provided to the employee at the employee's expense. Employees may answer any document or memo placed in the employee's personnel file by submitting a written answer to the Personnel Officer who shall place the answer with the referenced document or memo.

Section 16.4 – Copies of Agreement

The County agrees that it shall incorporate all prior memoranda of settlement and the Memorandum of Agreement into a single collective bargaining agreement, and that it will print copies, within a reasonable time, not to exceed sixty (60) days, after ratification by both parties, providing at least 75 of those copies to the Union for dispersal to its membership.

Section 16.5 – Emergency Suspension

Emergency suspension with or without pay may be imposed by the Sheriff's Office when it appears that the action is in the best interest of the public and the Sheriff's Office. Any Deputy Sheriff I arrested and charged with a criminal offense, a serious traffic violation involving death or serious personal injury, and/or an act alleged or committed by such Deputy Sheriff I of such a nature that in the judgment of the appropriate superior officer, the interest and welfare of the public, the office or the individual is best served by such action, such Deputy Sheriff I shall be immediately suspended from duty with pay. When a Deputy Sheriff I is charged with a criminal offense, said charge(s) shall be supported at least in part by the investigative findings of another law enforcement officer. Any employee suspended from duty with pay shall be given a suspension hearing promptly following the suspension from duty wherein a determination will be made at that time whether or not the employee shall remain suspended with or without pay and/or placed on administrative duties. Suspension without pay may only be imposed in accordance with this Section and only in the case of a Deputy Sheriff I charged with a felony.

No official hearing, except a suspension hearing, shall be held on any charges that relate to conduct which is also the subject of a criminal proceeding until such time as criminal charges are disposed of prior to any appeal except an appeal *de novo* to a Maryland Circuit Court.

If a member under investigation for any reason is passed over for promotion solely because of a pending investigation and is then cleared, the Sheriff shall consider the individual for promotion for the next available vacancy.

Section 16.6 – Employees Injured in Line of Duty (Uniformed Officers)

Deputy Sheriff I shall continue to be included in the definition of "Uniformed Officer" for the purposes of §6-1-312 of the County Code that was in effect at the signing of this Agreement.

Section 16.7 – Reimbursement to County

Any employee who withdraws from the certification procedures required by Article 41, Title 4, Subtitle 2, Section 4-201 (Police Training Commission) of the Annotated Code of Maryland (or as it may hereafter be amended), or who fails to complete one (1) year of service with the Sheriff's Office after certification, shall reimburse the County for the cost of any training provided, as well as for the cost of any clothing or equipment issued by the Sheriff's Office.

An employee who withdraws from the certification procedures, or who fails to complete one (1) year of service after certification, shall not be required to make reimbursement under this Section if their withdrawal or failure was the direct result of the employee's serious injury or death, or the terminal illness or death of the employee's spouse or child.

The Sheriff's Office shall be required to evidence the amount of any reimbursement demanded under this Section. Should an employee of whom reimbursement is demanded contest the evidence on which reimbursement is based, such dispute shall constitute a grievance under this Agreement and shall be processed according to the Grievance Procedure of this Agreement.

This Section shall apply only to employees hired on or after July 1, 1993.

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 officer's ability to perform the employee's duties or to provide protection for the public, fellow officers and 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, not to punish these employees because of alcohol or drug related problems.

Section 17.2 – Replacement of Personal Property

The County agrees to reimburse the full cost for eyeglasses and contact lenses, and for damages to dental equipment. i.e. full and/or partial plates, and up to one hundred dollars (\$100.00) for wrist watches, damaged or lost in the line of duty, provided adequate proof of such damage or loss, the circumstances of the event, and proof of original purchase price are presented to the Sheriff for approval.

Section 17.3 – Employee Transfer

- (a) Should it become necessary to transfer employees on a temporary basis between Divisions for emergency operational purposes, such transfers shall be considered work assignments, and are within the discretion and prerogative of County. County shall first solicit volunteers for transfer. If there are no volunteers, such transfers shall be accomplished in reverse seniority order.
- (b) Except in cases of transfers for a specific duty requirement as described in (a) above, should there be a need to permanently fill a vacancy in a Division, a notice of vacancy shall be posted for no less than eight (8) work days to give interested employees the opportunity to volunteer to fill a vacancy.

Section 17.4 – Professional Counseling

County shall provide an Employee Assistance Program in accordance with County policy to bargaining unit members and their families at no cost to the employee. Any referrals to subsequent services shall be governed by the Health Insurance Plan. All matters relating to counseling shall remain confidential and shall not be released to anyone unless expressly approved in writing by the employee.

Section 17.5 – Rank and Promotional Opportunities

A Committee will be formed to make recommendations to the Sheriff regarding procedures to be followed in developing a test for Sergeant. The procedure will be developed by the Sheriff and the Personnel Office regarding future testing.

Section 17.6 – Maintenance of Standards

County agrees that all conditions of employment relating to wages, hours of work, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement.

County and Union agree that the provisions of this Article shall not apply to inadvertent or bona fide errors made by the County or the Union in applying the terms and conditions of this Agreement.

Any disagreement between the Local Union and the County with respect to this matter shall be subject to the grievance procedure.

Section 17.7 – Training Opportunities

When possible, all opportunities for schools or training will be posted on the bulletin boards in Operations and Security. School/Training postings will be posted, eight (8) work days in advance to allow time for those interested to file in writing. Management reserves the right to choose the applicant.

Article 18 **Duration of Agreement**

Section 18.1 – Duration

This agreement shall become effective as of July 1, 2007, and shall continue in full force and effect until June 30, 2010.

Section 18.2 – Amendments

Any amendments may only be added to, amended or modified by a written document (i.e., a Letter of Understanding) that is signed on behalf of the parties (County and Union) and reached as the result of 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.

Section 18.4 – Entire Agreement

This Agreement supersedes and cancels all prior practices and agreements; whether written or oral, unless expressly stated to the contrary herein and together with any Letters of Understanding executed concurrently with, or subsequent to, this Agreement constitutes the complete and entire Agreement between the parties (County and Union).

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

**Anne Arundel County
Sheriff's Deputies
Teamsters Local Union No. 355**

Anne Arundel County, Maryland

Denis Taylor, President
Teamsters Local Union No. 355

John R. Leopold
County Executive

David I. Belisle, Chief Shop Steward
Teamsters Local Union No. 355

Andrea M. Fulton
Personnel Officer

James D. Walker, Jr., Shop Steward
Teamsters Local Union No. 355

Jeffrey A. Austin
Chief Spokesperson

Dan Taylor, Business Agent
Teamsters Local Union No. 355

Jonathan A. Hodgson
County Attorney

Julie T. Sweeney
Senior Assistant County Attorney