

**Memorandum Of Agreement**

**Between**

**Anne Arundel County  
(Maryland)**



**And The**

**Anne Arundel County Detention Sergeants  
Association**

**International Union Of Police Associations  
Local 141, AFL-CIO**

**July 1, 2011 - June 30, 2012**

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**Memorandum Of Agreement**  
**Between**  
**Anne Arundel County**  
**And The**  
**Anne Arundel County Detention Sergeants Association**  
**International Union Of Police Associations**  
**Local 141, AFL-CIO**

This Memorandum of Agreement is made and entered into by Anne Arundel County, Maryland (hereinafter referred to as County) and the Anne Arundel County Detention Sergeants Association, International Union of Police Associations, Local 141, AFL-CIO, (hereinafter referred to as Association).

**Preamble**

County and Association 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 Association agree as follows:

**Article 1**  
**Recognition and Unit**

**Section 1.1 – Recognition**

County recognizes Association 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 occupying the following classifications: Detention Sergeant.

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 Association. Should County and Association 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 Association. Management employees are individuals whose primary or exclusive functional responsibility is to exercise authority over bargaining unit members 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 Association 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**

It is the exclusive right of County: (1) to determine the purposes and objectives of each of its constituent offices and departments; (2) to set standards of services to be offered to the public; (3) to determine the methods, means, personnel and other resources by which County's operations are to be conducted; and (4) to exercise control and discretion over its organization and operations.

Subject to this Agreement, it is also the right of County: (1) to direct its employees; (2) to hire, promote, transfer, assign or retain employees; (3) to establish reasonable work rules; (4) to demote, suspend, discharge or take other appropriate disciplinary action against its employees for just cause, in accordance with the County Charter and other applicable laws; and (5) 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**

Neither Association 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, a 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 Association or any employee violates this provision of the Agreement, the County Executive may, as he/she considers necessary in the public interest: (1) impose disciplinary action, including removal from County service, of employees engaged in the illegal conduct in accordance with County Charter and other applicable laws; (2) terminate Association's dues deduction privilege; or (3) revoke Association's certification and disqualify Association from participation in representation elections for a period of up to (2) years.

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 – Association Responsibility**

Association agrees to notify its officers and 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 Association 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 – Modified Agency Shop**

Employees who on the effective date of this Agreement, are members of the Association in good standing in accord with Association's Constitution and By-Laws, or who shall thereafter become such a member of the Association, shall, as a condition of employment, maintain their membership in the Association for the duration of this Agreement. However, such employees may withdraw from membership in the Association and, as a condition of employment, pay a service fee to the Association.

Employees, who have completed their probationary periods, shall be required, as a condition of employment, to either become a member of the Association in good standing in accord with the Association's Constitution and By-laws, or pay a service fee to the Association.

The amount of the service fee shall not exceed the amount charged as Association dues and shall be utilized for purposes related to representation of the bargaining unit and its members.

Association agrees to ensure full compliance with the requirements of Federal and State law regarding the constitutional rights of employees required to pay service fees to the Association in lieu of membership dues.

##### **Section 5.2 – Association to Indemnify County**

Association shall indemnify and save County harmless of any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of, or by reason of, any action taken by County for the purpose of collecting membership dues or service fees and the Association assumes full responsibility for the disposition of membership dues and service fees as soon as they have been remitted by County to Association Treasurer.

**Article 6**  
**Grievances**

**Section 6.1 – Definition of Grievance**

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 Charter, County Code or other applicable law regarding employment.

A grievance may be filed by the Association, an individual employee, or by the Association on behalf of a group of affected employees.

**Section 6.2 – Definition of a Work Day**

A work day within the meaning of this Article shall be defined as Monday through Friday, excluding weekends and holidays.

**Section 6.3 – Grievance Procedure**

A grievance 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. A grievance filed by the Association on behalf of a number of employees shall contain the names and signatures of the group of employees so aggrieved and seeking relief.

Grievances shall be processed as follows:

**Step I**

**Written Grievance to Assistant Correctional Facility Administrator**

The grieving employee or Association shall file a written grievance with the Assistant Correctional Facility Administrator of County's Detention Center to whom the grieving employee(s) ultimately report(s) 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.

**Step II**

**Written Grievance to Superintendent**

If the grievance is not resolved at Step I, a written grievance shall be filed with the Superintendent of County's Detention Center, provided that such written grievance 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 grieving party shall be responsible for documenting the timely filing of the written grievance at Step II.

The Step II written grievance must be signed with the original signature of the grieving employee or, for grievances on behalf of more than one (1) affected employee, with the original signature of an authorized Association official and the original signatures of the grieving employees.

Within ten (10) work days after receipt of the written grievance, or fifteen (15) work days if the grievant has requested to be represented by Counsel, the Superintendent (or his/her designated representative) shall hold a meeting with the grieving party. In the event that no resolution of the

written grievance is reached during such meeting, the Superintendent (or his/her designated representative) shall issue a written answer to the written grievance within ten (10) work days after the Step II meeting.

Upon the mutual agreement of County and Association, 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 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.

### **Step III** **Written Appeal to Personnel Officer**

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

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 Association official and the original signatures of the grieving employees.

Within thirty (30) work days after receipt of the written appeal, 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, 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 Association, the Step III meeting may be waived. In such event, 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 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.

### **Step IV A** **Written Appeal to Personnel Board**

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

The appealing party shall be responsible for documenting the timely filing 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 Association official and the original signatures of the grieving employees.

The Personnel Board shall hold a hearing on the written appeal and shall render a final and binding decision on the grievance 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.

**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 6.4 – Association Stewards**

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

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

Association Stewards shall have the right to leave their jobs during working hours for the purpose of investigating alleged grievances: (a) that involves the department, section or work area they represent; and (b) that require immediate attention. Association Stewards shall also have the right to leave their jobs during working hours for the purpose of attending scheduled grievance meetings. In either event, Association Stewards shall first receive permission to leave their jobs from their immediate Supervisor. County shall not unreasonably withhold such permission; 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 13.5 – Association Business.

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

**Section 6.5 – Time Limitations**

No grievance shall be entertained or processed under this Article unless it is submitted within the time limits set forth in Section 6.3. It is understood, however, that County and Association 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 6.3 (or within the time limits mutually determined by County and Association), said grievance 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 6.3 (or within the time limits mutually determined by County and Association), Association may elect to treat the grievance as denied and immediately appeal the grievance to the next step. The grievance will then be heard at the next step as though the previous steps had been completed.

**Section 6.6 – Grievance Meetings**

Grievance meetings conducted under Section 6.3 shall be held at times mutually agreeable to County and Association, provided that, insofar as practicable, such meetings shall be held during scheduled work hours.

While it is understood that grievance meetings involving employees on the midnight shift cannot be

conducted during the scheduled work hours of the midnight shift, County may agree to reschedule the grieving employee's work schedule for the day of the scheduled grievance meeting.

Failure of the grievant to appear for any scheduled grievance meetings under Section 6.3 of this Article shall be grounds for dismissal of the grievance, unless the grievant is able to evidence sufficiently extenuating circumstances that prevented his/her appearance at the grievance meeting.

### **Section 6.7 – Written Presentations**

Any grievance presented under Section 6.3 of this Article shall include the exact nature of the grievance; the specific facts giving rise to the grievance; the specific provisions of this Agreement, County Charter, County Code or other applicable law violated; and the desired corrective action. Grievances that are not completed according to this Section will be returned to the Grievant together 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. Solely for the purpose of determining whether a grievance was timely filed, a grievance that is perfected and returned will be deemed to have been filed as of the date of original submission.

The County's written response at Steps I, II and III shall include the reason for any action taken, or any not taken, including but not limited to any alleged violations by the grievant, specific rules violated, and the supporting facts.

## **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 an Association member to determine whether or not disciplinary action should be imposed against the employee, such employee, upon request, shall be entitled to have an Association representative present.

#### **Section 7.2 – Suspension, Demotion, and Discharge**

Any grievance regarding disciplinary suspension, demotion, and discharge may be submitted directly to Step II of the grievance procedure (see Section 6.3), 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 Association, 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 Procedure) of this Agreement.

#### **Section 7.3 – Notice to Association**

Notice of all disciplinary actions taken by County against a member of the bargaining unit shall be forwarded to Association within twenty-four (24) hours.

**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, or (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, 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 Detention Officer 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 Detention Officer II shall be in accord with §6-1-109 (Layoff Rights) of the Anne Arundel County Code.

**Section 8.5 – Seniority Roster**

Upon written request from Association, County shall provide a seniority roster indicating the date of hire for each employee covered by this Agreement. The seniority roster shall be furnished within thirty (30) work days after the receipt of Union’s request, but shall be furnished no more than one (1) time in any single calendar year.

**Section 8.6 – Furlough Days**

Employees shall be furloughed a maximum of four (4) days (32 hours) during the term of this Agreement. During the course of such furlough, the payment of wages under this Agreement shall be suspended.

Should the County Executive suspend County operations (excluding 24 hour/seven days a week functions) as a result of a furlough, employees shall not be entitled to administrative leave pursuant to Section 10.9 of this Agreement.

**Article 9**  
**Wages and Premiums**

**Section 9.1 – Regular Rate**

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

### **Section 9.2 – Overtime Pay**

- (a) Except as otherwise stated in this Article, one and one-half an employee's regular rate shall be paid for all hours actually worked in excess of the employee's regularly scheduled work day and for all hours actually worked on an employee's regularly scheduled day off.
- (b) An employee shall be paid two (2) times his/her regular rate for all overtime hours actually worked on the following holidays: New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day, or Christmas Day.

### **Section 9.3 – Shift Differential**

An 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 7:00 a.m. shall be entitled to a night shift differential of seven percent (7%) of their regular rate.

### **Section 9.4 – Acting Out of Class Pay**

An employee who is temporarily working in a classification in a higher pay grade than his/her 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 at either five percent (5%) above the employee's regular rate of pay or the minimum rate for the higher pay grade, whichever is greater.

Acting out of class pay shall be authorized only under the following conditions: (1) the position temporarily being filled is an authorized, budgeted position; (2) the position temporarily being filled is vacant or the employee occupying such position is absent from duty; and (3) the employee temporarily acting out of class must be able to perform the normal duties expected of the position being filled.

Any employee who is acting out of class as defined in this section and who also is required to work a night shift as defined in Section 9.3 – Shift Differential shall be entitled to both the acting out of class pay and the shift differential provided for in Section 9.3 for the same hours worked.

### **Section 9.5 – Progression Through the Pay Schedule**

There will be no merit pay advancement in Fiscal Year 2012; however employees will continue to be rated on a Performance Planning and Appraisal Report on an annual basis.

- (a) Effective July 12, 2007, except for (b) below, a current employee's anniversary date for the purpose of merit pay advancements under future agreements 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 (including by proficiency advancement), 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.
- (b) An employee's anniversary date for the purpose of merit pay advancements under future agreements will change if the employee receives an overall rating of unsatisfactory. Such employee shall not receive a merit pay advancement that is provided for under the Agreement if he/she is rated overall unsatisfactory, but will be re-evaluated ninety (90) calendar days after his/her 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.

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 Superintendent, 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; reassigned to other duties; or dismissed for incompetence.

An employee will be eligible for a merit pay advancement pursuant to the terms of that future agreement 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.

- (c) An employee may only grieve the Overall Rating contained in his/her 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 he/she does so within twenty (20) work days after his/her receipt of such Overall Rating."

- (d) A newly promoted Detention Sergeant will be placed on the pay schedule at a pay rate which is the greater of: the minimum rate of the new grade; or that rate within the grade that is five percent (5%) above the level at which the employee was paid in the former grade, that does not exceed the maximum pay.
- (e) The existing Performance Planning and Appraisal System will be maintained from July 1, 2011 to June 30, 2012.

#### **Section 9.6 – Call-Out Pay**

An employee called back to perform work or training requested by County, not contiguous to the regularly scheduled shift, shall receive a guaranteed minimum of three (3) hours pay at the regular rate or the appropriate overtime rate for hours actually worked, whichever is higher.

#### **Section 9.7 – Court Pay**

An employee who is required to attend court in the course of County business at a time other than during, or contiguous to, the regularly scheduled work day shall receive two (2) hours pay at the appropriate regular rate or the actual number of hours worked at the appropriate overtime rate, whichever is greater.

#### **Section 9.8 – Paid Meals**

Employees shall be provided with a reasonable meal period without loss of pay under this section. Employees required to work in excess of ten (10) consecutive hours in a work day, shall receive five dollars (\$5.00) toward the purchase of a meal. Paid meals in accord with the previous sentence shall be provided for each four (4) consecutive hours thereafter.

#### **Section 9.9 – Mandatory Scheduling**

In situations affecting the security interests of the Detention Centers, County shall have the right to require additional work. Employees who refuse such work assigned under this paragraph may be subject to disciplinary action, unless extenuating circumstances exist.

**Section 9.10 – 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 unless otherwise stated. However, said employee shall not be entitled to additional pay under any other such provision.

**Section 9.11 – Pay Schedule**

Effective the first full pay period on or after July 1, 2011, 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, 2011. Pay Schedule A, which is the same pay schedule in effect as of June 30, 2011, shall continue as the pay schedule effective the first full pay period on or after July 1, 2011.

**Section 9.12 – Midnight Shift Rotation**

Effective January 2005, an employee who volunteers for assignment to the midnight shift shall reasonably be accommodated for usually three (3) years. The Correctional Facility Administrator or Assistant Correctional Facility Administrator may remove an employee from the midnight shift at his/her discretion for disciplinary reasons or operational necessity, but the employee shall have the opportunity to meet with the Correctional Facility Administrator or the Assistant Correctional Facility Administrator before a final decision is made. The selection of volunteers will proceed on the basis of seniority.

During the term of this Agreement, the Department shall first solicit volunteers from employees who are not currently on the midnight shift. Selection from these volunteers will proceed on the basis of seniority. If there are no volunteers, or there are more vacancies than volunteers, then an employee currently on the midnight shift may volunteer to remain on the midnight shift and selection from these volunteers will proceed on the basis of seniority.

If there are an insufficient number of volunteers for the midnight shift, the midnight shift shall be staffed by the least senior employee for a minimum of one-year periods. Any involuntary assignment shall only occur within the facility where the employee is assigned. Employees shall not be required to transfer to the other facility due to their seniority. An employee shall not be involuntarily reassigned to the midnight shift following an initial assignment until every employee who has not volunteered has been involuntarily assigned for a one-year period.

**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:

<b><u>Years of Continuous Service</u></b>	<b><u>Accrual Per Calendar Month</u></b>
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. In addition to the annual leave provided in Section 10.1 (a), all employees shall receive fifteen (15) days paid annual leave in lieu of the holidays listed in §6-1-301 of the County Code.
- (c) If a Detention Sergeant is scheduled to work on New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day, or Christmas Day, but desires to be granted leave for the same holiday, the Detention Sergeant may be granted such leave on such holiday if he/she is able to independently secure a Detention Sergeant who will work on such holiday in the place of the Sergeant who is seeking to be granted leave.

### **Section 10.2 – Disability Leave**

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. Procedures governing disability leave shall be in accord with §6-1-303 of the County Code.

### **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. Whenever an employee is temporarily excused from jury duty on a scheduled work day, he/she shall advise his/her most immediate non-bargaining-unit Supervisor as promptly as possible and shall 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 unpaid leave of absence and re-employment right 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 Center may grant the employee not more than three (3) 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 – Personal Leave**

Employees shall receive one (1) personal leave day in each calendar year at his/her regular rate of pay. Personal leave shall be scheduled by mutual agreement of the immediate supervisor and the employee. Such leave may not be accumulated.

### **Section 10.8 – Disability Leave Non-Usage Incentive Program**

Employees shall accrue additional paid leave for non-use of disability leave as defined in this section in accordance with the following formula:

No use of disability leave from July 1, 2011 through December 31, 2011: one (1) additional day of paid leave.

No use of disability leave from January 1, 2012 through June 30, 2012: one (1) additional day of paid leave.

The accrued paid 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.

County and Association 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 Association during the negotiation of a successor agreement.

Any employee utilizing medical leave as a result of 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 additional paid leave days consistent with the provisions contained herein.

### **Section 10.9 – Miscellaneous Leave**

For the purposes of this Section, “business day” is defined as 8:00 a.m. to 4:30 p.m. Monday through Friday.

- (a) When the County closes for one full business day, an employee who (1) is already scheduled to work, (2) is designated an emergency employee to provide essential services to County citizens, and (3) actually works more than fifty (50) percent of his/her regular shift on that same calendar day that the County is closed will receive administrative leave with pay on an alternate work day in addition to straight time wages for hours worked. The amount of administrative leave granted will be equal to the number of hours actually worked, in closest whole hour increments, and up to a maximum of eight (8) hours so long as the employee did not receive overtime pay for the same hours worked.
- (b) Notwithstanding sub-paragraph (a) of this section, employees who are regularly scheduled to and actually work eight hours on the midnight shift (i.e. begins at 11:00 p.m. and ends either 7:00 a.m. or 7:30 a.m.), when that shift ends on the day when the County is closed for one full business day, will be entitled to eight (8) hours of administrative leave. Administrative leave shall only be granted if the shift is a regular shift, not an overtime shift.

This leave with pay is forfeited if not used within twelve (12) months of the said closure.

**Article 11**  
**Insurance and Pension Coverages**

**Section 11.1 – Health Insurance**

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.

In Fiscal Year 2012, the County's share of the health insurance premium for the non-HMO plan is eight (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.

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.

**Section 11.2 – “Flexible Benefits”**

County agrees to continue to provide its present “Flexible Benefits” program.

**Section 11.3 – Life Insurance**

County shall continue to provide its current Life Insurance Program allowing for employees to receive life insurance in an amount equal to two (2) times an employee's annual pay (to a maximum of \$100,000) at no cost to the employee.

In addition, in the event a Detention Officer II is killed in the line of duty, County shall pay: (1) an amount equal to the employee's annual pay to the beneficiary name on the employee's life insurance; and (2) the costs of burial up to a maximum of fifteen thousand dollars (\$15,000).

**Section 11.4 – Pension**

The County shall provide a pension plan for employees covered by this Agreement in accordance with the Article 5, Title 6, County Code and the Detention Center Pension Plan.

**Article 12**  
**Personnel Practices**

**Section 12.1 – Personnel and Departmental Field Files**

An employee shall have access to his/her personnel file by prior appointment with County's Personnel Officer (or his/her designee). 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 will be requested to initial a copy of any such report before it 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 oral and written reprimands which shall be retained in the employee's Departmental field file. The documents that pertain to disciplinary action, in either the Personnel or Departmental field files, where there has been no intervening disciplinary action for the three preceding years shall be placed in a sealed envelope in the employee's personnel or field files.

### **Section 12.2 – Personnel Rules and Regulations**

Proposed changes to the County's Personnel Rules and Regulations will be forwarded to the President of the Association twenty (20) calendar days prior to their implementation. The Association and the County shall discuss the amendments or additions to the County's Personnel Rules and Regulations, which affect employees as defined in Section 1.2 of this Agreement. Should such Rules and Regulations impact any provision of this agreement, the Association may request negotiations of that provision within ten (10) work days of the meeting regarding the changes. The County shall provide the Association with one (1) complete copy of the Personnel Rules and Regulations, Employee Relations Manual and Personnel Policies and Amendments within thirty (30) days of their issuance.

### **Section 12.3 – Leave Sharing**

County shall create a leave sharing program whereby employees may donate accrued annual leave and/or up to three (3) days of accrued disability leave per pay period calendar year to any County employee who has 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 12.4 – Copies of Agreement**

Within sixty (60) calendar days of the effective date of this Agreement, County shall provide ten (10) copies of this Agreement to Association for distribution to employees. The County also agrees to provide an electronic copy of the Agreement to the Association and to make the Agreement available to the membership on the County's Intranet.

### **Section 12.5 – Disclosure of Personal Information**

County shall not release any personal information regarding an employee unless allowed to do so by Title 10, Subtitle 6, Part III (Access to Public Records) of the State Government Article of the Annotated Code of Maryland.

### **Section 12.6 – Education Assistance**

A permanent, full-time employee who is in good standing is entitled to reimbursement of sixty-five percent (65%) 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 (\$800.00) for each employee in a fiscal year. Direct tuition costs do not include textbooks, laboratory fees, and other expenses.

### **Section 12.7 – Privatization**

County agrees that for Fiscal Year 2012 and 2013 there shall be no privatization of any security-related function that is currently being performed by members of the bargaining unit. This Agreement applies to staffing of the Jennifer Road and Ordnance Road facilities.

## **Article 13 Association Business**

### **Section 13.1 – Association Visitation**

With the permission of either the Superintendent or Correctional Facility Administrators of the County's Detention Centers, representatives of Association shall have reasonable access to County premises for the purpose of conferring with County or with other Association representatives regarding the administration of this Agreement. County shall not unreasonably withhold such permission.

**Section 13.2 – Bulletin Boards**

County agrees to provide bulletin boards at all facilities in the Sergeants' Offices for the purpose of allowing Association to inform its membership of Association business, meetings and recreational and social affairs. All other postings shall require the prior approval of the Superintendent of County's Detention Centers. Violations may result in revocation of the use of the bulletin boards referenced in this Section.

**Section 13.3 – Negotiations**

Up to three (3) employees selected by Association shall be granted leave with pay for meetings at times mutually agreed to by County and Association for the purpose of negotiating a successor 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 13.4 – Association Business**

The County shall grant up to an aggregate maximum of two hundred fifty (250) hours of leave with pay each year to employees designated by the President or in his absence, his designee, to investigate grievances and complaints, attend conferences, training seminars or conventions dealing with Association 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.

**Article 14**

**Miscellaneous Provisions**

**Section 14.1 – 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.

**Section 14.2 – Shift Assignments**

The Department will notify employees by November 15<sup>th</sup> of each year as to the coming year's shift assignments.

**Article 15**

**Safety and Health**

**Section 15.1 – Safe Working Conditions**

County agrees to remain current with all safety rules and regulations. The Association agrees to cooperate to the fullest extent in the promotion of safety in the Department of Detention Facilities.

**Article 16**

**Uniforms and Allowances**

**Section 16.1 – Uniforms**

County will replace (at no cost to the employee) any uniform damaged in the line of duty, provided that the employee furnishes proof (within a reasonable period of time) of the circumstances under which the uniform was damaged.

The following items shall be issued to employees on a yearly basis:

Shirt – Winter or Summer or Combination	6
Trousers – regular; or	4
Trousers – custom (Class A only)	2
Shoes (per year)	2 pair
Sweaters; or	2
1 Sweater and 1 Raincoat in lieu of a Sweater; or	1
1 Sweater and 1 Jacket/Coat in lieu of a Sweater	1*
Belt (Sam Browne)	1 (every two years)

\*Note: Jacket/Coat replaced every two (2) years

### **Section 16.2 – Cleaning Allowance**

Effective the first full pay period following July 1, 2011, County shall pay a uniform cleaning allowance of seven hundred fifty dollars (\$750) per year to be paid in two (2) installments of three hundred and seventy five dollars (\$375). The first installment will be paid in the last full pay period in July and the second in the first full pay period in January.

## **Article 17**

### **Duration of Agreement**

#### **Section 17.1 – Effective Period**

This agreement shall become effective as of July 1, 2011 and shall continue in full force and effect until June 30, 2012.

#### **Section 17.2 – Amendments**

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

#### **Section 17.3 – 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 17.4 – Implementation**

Upon ratification by the membership of the Bargaining Unit, this Memorandum of Agreement shall be executed by the County Executive. Pending ratification, this Agreement shall be binding upon the parties as provided by Article 6, Title 4, of the Anne Arundel County Code. It is understood that agreements on issues requiring approval by the County Council are tentative pending approval by the County Council. Once ratified by the Union, executed by the County Executive and approved by the County Council on issues requiring Council approval, all terms of this Memorandum of Agreement shall be binding on the County and Union as a contract between them for the duration of this Memorandum of Agreement.

**Section 17.4 – Implementation** (continued)

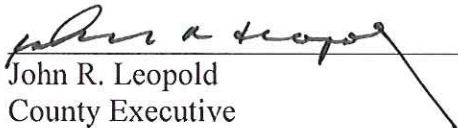
The County Executive, his Administration and the Union shall act expeditiously and in good faith to implement all terms and conditions of the Memorandum of Agreement. The procedures provided for in County Code Section 6-4-111 shall be suspended during the ratification process by operation of Section 6-4-111 (q), to allow for resumption of those procedures should ratification not occur.


IN WITNESS WHEREOF, County and Association have caused their names to be subscribed hereto by their duly authorized officers and representatives this 25<sup>th</sup> day of August, 2011.

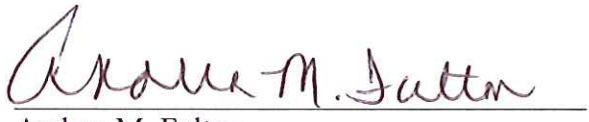
**Anne Arundel County  
Detention Sergeants Association  
International Union Of Police  
Associations, Local 141**

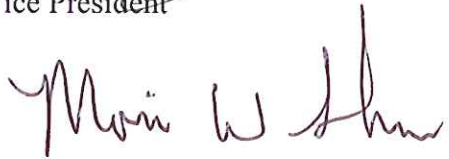
**Anne Arundel County, Maryland**

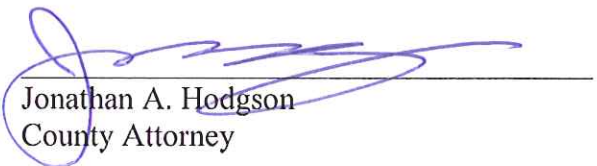
  
\_\_\_\_\_  
Karen B. George  
President

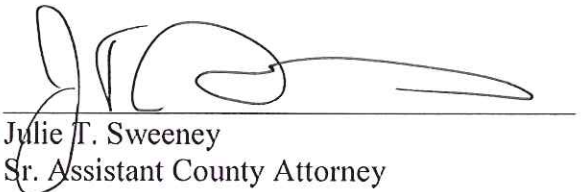
  
\_\_\_\_\_  
John R. Leopold  
County Executive

  
\_\_\_\_\_  
Scott A. Latham  
Vice President

  
\_\_\_\_\_  
Andrea M. Fulton  
Personnel Officer

  
\_\_\_\_\_  
Morris Shreves  
Negotiating Team

  
\_\_\_\_\_  
Jonathan A. Hodgson  
County Attorney

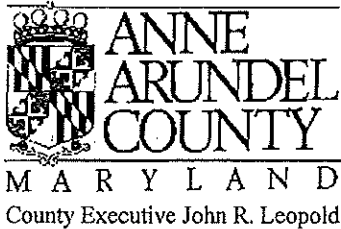
  
\_\_\_\_\_  
Julie T. Sweeney  
Sr. Assistant County Attorney

Appendix I

Pay Schedule A  
July 1, 2011\*

Job Title	Minimum	Maximum
D3	\$ 43,631	\$ 81,661

\* This pay schedule, which is the same schedule in effect on June 30, 2011, will remain in effect for Fiscal Year 2012.



# Office of Personnel Memorandum

Andrea M. Fulton, Personnel Officer

## Appendix II

March 9, 2011

Sergeant Karen B. George, President  
Anne Arundel County Detention Sergeants Association  
International Union of Police Associations, Local 141  
300 Linden Avenue  
Edgewater, Maryland 21037

Dear Sergeant George:

This will serve as a Letter of Understanding and is a part of and subject to the Memorandum of Agreement (MOA) dated July 1, 2011 through June 30, 2012 between Anne Arundel County, Maryland ("the County") and the Anne Arundel County Detention Sergeants Association ("the Union").

The County agrees to maintain a 6/3 work shift schedule during Fiscal Year 2012 and Fiscal Year 2013.

Sincerely,

In Agreement:

Andrea M. Fulton  
Personnel Officer

Sergeant Karen B. George  
President  
Detention Sergeants Association  
IUPA, Local 141

APPROVED FOR FORM AND  
LEGAL SUFFICIENCY:

  
Office of Law