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Appendix I – Pay Schedules

Memorandum Of Agreement



**Between
Anne Arundel County
(Maryland)
And The
Fraternal Order Of Anne Arundel Detention Center
Officers And Personnel, Inc.**

This Memorandum of Agreement is made and entered into by Anne Arundel County, Maryland (hereinafter referred to as County) and the Fraternal Order of Anne Arundel Detention Center Officers and Personnel, Inc./Communication Workers of America Local 2911 (hereinafter referred to as Union).

Preamble

County and Union enter into this Memorandum of Agreement to promote a harmonious, cooperative and productive working relationship between County and its employees; to promote and improve the efficient operation of the Anne Arundel Detention Center; to establish terms and conditions for the employment of individuals covered by this understanding; and to provide procedures for the resolution of disputes arising within the employment relationship.

Witnesseth

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

**Article 1
Recognition and Unit**

Section 1.1 – Recognition

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

Section 1.2 – Unit Description

- (a) **Current Classifications.** The terms “employee” and “employees” shall mean all permanent employees, including permanent part-time employees, occupying the following classifications: Detention Officer and Detention Corporal.

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

- (b) **Re-Titled or Additional Classifications.** In the event(s) that the classifications referenced in Section 1.2(a) are re-titled or that the County Service is increased by the addition of any new classification(s) which, in accord with §6-4-107 of the County Code, would be eligible for inclusion in the unit description in Section 1.2(a) of this Agreement, such classification(s) shall be included in this Article upon the mutual agreement of County and Union. Should County and Union be unable to agree as to the inclusion or exclusion of any such re-titled or additional classification(s), the determination of such inclusion or exclusion shall be resolved in accord with the procedure set forth in §6-4-107(e) of the County Code and subject to the provisions of §6-4-107(d) of the County Code.

Section 1.3 – Probationary Employees

- (a) All new or re-hired employees shall be considered probationary employees for twelve (12) months from the date such employee entered into the employment of County, unless the employee is re-hired in accordance with the provisions of Section B-12 of the Employee Relations Manual. This twelve (12) month period is to allow a newly hired or re-hired employee to complete the requirements of the Maryland Police and Correctional Training Commission and to complete the appropriate level of field training.
- (b) The discharge of a probationary employee shall not be subject to Article 6 (Grievance Procedure) of this Agreement, except that a probationary employee may grieve his/her discharge on the basis that such discharge is in violation of Article 2 (Non-Discrimination) of this Agreement.

Article 2 Non-Discrimination

Section 2.1 – Non-Discrimination

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

Article 3 Management Functions

Section 3.1 – Management Functions

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

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

Article 4 No Strikes or Lockouts

Section 4.1 – No Strikes or Lockouts

During the duration of this Agreement, neither 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 for the purpose of inducing, influencing, coercing, or preventing a change in compensation or rights, privileges, obligations, or other terms and conditions of employment.

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

Section 4.2 – Union Responsibility

Union agrees to notify its 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 Union from obtaining judicial restraint and damages in the event of a violation of this Article.

Article 5

Maintenance of Membership and Dues Deduction

Section 5.1 – Modified Agency Shop

Employees who have completed their probationary period shall, as a condition of employment, either maintain membership in Union or pay a “fair share” service fee to compensate Union for the services it provides as an exclusive representative pursuant to Article 6, Title 4 (Employee Relations) of the County Code.

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

Upon completing their probationary period, employees shall elect to become either Union members or service fee payers. If a Union member subsequently wishes to become a service fee payer, he/she shall notify County and Union in writing on or before June 15th of any year, with said election to become effective on July 1st of such year.

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

Section 5.2 – Payroll Deduction Authorization

- (a) Upon receipt of a signed payroll deduction authorization, County shall deduct, at each regular pay period, those Union initiation fees, regular monthly membership dues and/or “fair share” service fees that are certified in writing by Union’s Treasurer. Any such payroll deduction authorization shall be irrevocable for a period of one (1) year from the date thereof, and shall automatically renew itself for successive twelve (12) month periods unless revoked in writing during the fifteen (15) calendar day period prior to July 1 of any calendar year.
- (b) The County agrees to make monthly payroll deductions of Union dues and initiation fees, or the equivalent thereof, when authorized to do so by the applicable employees, by the submission of a properly completed “Payroll Deduction Authorization” form in an amount specified by the Union’s treasurer.
- (c) Dues deductions shall be made in designated pay periods in the current month for properly executed dues deduction authorizations received at the County’s Personnel Office on or before the end of each month. All collected funds shall be remitted to the Treasurer of the Union, or his/her designated agent, within ten (10) days following the end of the month. For the duration of this Agreement the designated agent may be the Communications Workers of America, provided (1) the Fraternal Order of Anne Arundel Detention Officers and Personnel, Inc., continues as the exclusive representative of the employees with a current constitution, bylaws and officers that can grant the Communications Workers of America such agency; (2) the agency is revocable at the request of the Communications Workers of America or the Fraternal Order of Anne Arundel Detention Officers and Personnel, Inc. at

any time during the term of the agreement; and (3) the Treasurer of the Fraternal Order of Anne Arundel Detention Officers and Personnel, Inc., shall provide a revocable written agency designation. It is agreed and understood that any agency created to remit dues to the Communications Workers of America does not grant the Communications Workers of America the status of an exclusive representative for this unit.

- (d) The County shall receive proper notice of any changes in the amount of dues to be collected from the Treasurer of the Union. A certification notice that changes the dues shall become effective the first day of the month following the date the County receives such notifications.
- (e) The County agrees to make payroll deductions, authorized by the employee, for such charitable organizations or other purposes as may be agreed to between the Union and the County.
- (f) 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, CWA COPE, in accordance with state law.

Section 5.3 – Union to Indemnify County

Union shall indemnify, defend and hold County harmless from any and all claims, grievances, demands, suits or other forms of liability (monetary or otherwise), and for all legal costs, resulting from any reasonable and non-negligent action taken by County for the purposes of complying with the provisions of this Article.

Article 6 Grievance Procedure

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 Union, an individual employee or by the Union 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 should have reasonably gained knowledge of such event.

Grievances shall be processed as follows:

Step I Written Grievance to Assistant Correctional Facility Administrator

The grieving employee or Union (for grievances on behalf of more than one (1) affected employee) 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.

Within ten (10) work days after receipt of the written grievance, the appropriate Assistant Correctional Facility Administrator (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 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 receipt 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 Union official.

Within ten (10) work days after receipt of the written grievance, or fifteen (15) days if the grievant has requested to be represented by Counsel, the Superintendent (or his/her designated representative) shall hold a meeting with the 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 Union, the Step II meeting may be waived. In such event, the Superintendent (or his/her designated representative) shall issue a written answer to the written grievance 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 receipt of the written appeal at Step III.

The Step III written appeal must be signed with the original signature of the appealing employee or (for appeals on behalf of more than one (1) affected employee) with the original signature of an authorized Union official.

Within twenty (20) 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 Union, 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

The appealing employee or Union (for appeals on behalf of more than one (1) affected employee) may file a written appeal to the Personnel Board of Anne Arundel County, provided that such written appeal is received by the Personnel Board within ten (10) work days after the receipt of the Step III written answer.

The appealing party shall be responsible for documenting the timely receipt of the written appeal at Step IV.

The Step IV written appeal must be signed with the original signature of the appealing employee or (for appeals on behalf of more than one (1) affected employee) with the original signature of an authorized Union Official.

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 – Union Stewards

The Union shall have the right to appoint or elect Union Stewards from the employees of the County. In no event, however, shall the Union appoint or elect more than five (5) Stewards from the Detention Center (Jennifer Road facility), five (5) Stewards from the Detention Center (Ordnance Road facility), and one (1) Steward from the Transportation area.

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

Union Stewards shall have the right to leave their jobs during working hours for the purpose of investigating alleged grievances: (a) that involve the department, section or work area they represent; and (b) that require immediate attention. Union Stewards shall also have the right to leave their jobs during working hours for the purpose of attending scheduled grievance meetings. In either event, Union Stewards shall first receive permission to leave their jobs from their immediate Supervisor. Such permission shall not be unreasonably withheld by County; but it shall not be granted at times when it would interfere with the efficient operation of County.

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 6.2. 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 the basis of County's last answer to such grievance. If County fails to hold a meeting or to provide an answer within the time limits set forth in Section 6.2 (or within the time limits mutually determined by County and Union), Union may elect to treat the grievance 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 – Written Presentations

Any written grievance presented under Section 6.2 of this Article shall include 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 desired corrective action.

Failure to include all of the items enumerated in this Section shall not constitute grounds for dismissal of the grievance.

However, grievances that are not completed according to this Section will be returned, along with oral 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.

Section 6.7 – Grievance Meetings

Grievance meetings conducted under Section 6.2 shall be held at times mutually agreeable to County and Union, 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 and Union agree to make every reasonable effort to schedule grievance meetings involving such employees as soon as possible after the end of the midnight shift.

The grieving employee and any other employee who County and 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.

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.

Should it become necessary for supervisors to meet in private with any unit member to determine

whether or not disciplinary action should be imposed against the employee, such employee, upon request, shall be entitled to have a Union representative present. In such instances when an employee has requested union representation, a union representative will be given advance notice as to the nature of the discipline and will be given a copy of the investigative report before discipline occurs.

Disciplinary suspensions must commence no later than the end of the employee's third work day after notice of such disciplinary suspension is served.

Section 7.2 – Suspension and Discharge

Any grievance regarding disciplinary suspension 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. Any grievance regarding discharge may be submitted directly to Step III 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 discharge. 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 Union

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

Article 8 **Seniority**

Section 8.1 – Definition

- (a) With the exception of paragraphs (b) and (c) of this Section, 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.
- (b) For employees entering the bargaining unit after July 1, 2007, "seniority" shall mean an employee's length of continuous service in the bargaining unit for the purposes of scheduling annual leave.
- (c) Shift assignments will be made by classification first and seniority second. For employees entering the bargaining unit after July 1, 2007, "seniority" shall mean an employee's length of continuous service within the classification being assigned.

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 attempted notification, of recall from layoff by the County, unless the employee is able to evidence sufficiently extenuating circumstances that prevented notification; and (c) layoff in excess of twenty-four (24) 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 sufficient extenuating circumstances that prevented notification.

Section 8.3 – 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 will post notice of such event(s) for a period of no less than fourteen (14) calendar days on all bulletin boards referenced in Section 12.2 of this Agreement. Such postings shall also be furnished to the President of the Local Union to which the posting applies.
- (b) Any employee who wishes to be considered for a posting must submit an online or paper application to the County's Office of Personnel during the posting period.
- (c) County's Office of Personnel shall certify to the hiring Department a list of the five (5) most qualified applicants or the top 5% of those eligible, whichever is greater.
- (d) 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, provided that an outside applicant possesses greater skill and ability than any current employees of County who applied for the posting.
- (e) 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, and work and performance records.
- (f) In order to be considered for a posting, a current employee of County: (1) must have completed his/her probationary period; and (2) must have a Satisfactory Overall Rating on his/her most recent Performance Planning and Appraisal Form.

An employee who has an Unsatisfactory Overall Rating on his/her most recent Performance Planning and Appraisal Form, but who has grieved such appraisal pursuant to Article 6 (Grievance Procedure) of this Agreement, shall be eligible for vacancies pending the final disposition of his/her grievance.

Section 8.4 – Layoff and Recall

In the event it becomes necessary to layoff employees for any reason, employees in an affected classification with the least County seniority shall be laid off first. Recall to such affected classifications shall be in reverse order of layoff.

Notwithstanding §6-1-109 of the Anne Arundel Code, no member of the Fraternal Order of Anne Arundel Detention Center Officers and Personnel shall be laid off as defined in §6-1-109 of the Code, provided that said member was employed and a member of the bargaining unit as of June 30, 1997.

Section 8.5 – Seniority Roster

Upon written request from Union, 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 twenty (20) work days after the receipt of Union's request, but shall be furnished no more than two (2) times in any single calendar year.

Section 8.6 – Furlough Days

No member of the Fraternal Order of Anne Arundel Detention Center Officers and Personnel who was employed and a member of the bargaining unit as of June 30, 1997, shall be required to use furlough days imposed upon them by the County during the duration of this Agreement.

Article 9
Hours of Work

Section 9.1 – Hours of Work

County shall continue the hours of work, shifts and shift schedules in effect on the effective date of this Agreement, except as changes may be required based upon operational interests. County shall engage in discussion with Union in advance of any such changes, and shall provide no less than thirty (30) calendar days of notice in advance of the effectuation of any such changes.

Section 9.2 – Meal Period

Employees shall be provided an adequate meal period.

Article 10
Wages and Premiums

Section 10.1 – 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 govern the calculation and computation of all wages.

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 10.2 – Regular Rate

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

Section 10.3 – Overtime Pay

- (a) One and one-half (1.5) times 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. Emergency situations requiring an employee to work in excess of sixteen (16) consecutive overtime hours shall be paid at one and one-half (1.5) times such employee's regular rate.
- (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. This provision is in addition to fifteen (15) days of annual leave currently received by each employee who is required to work on a stated holiday.

Section 10.4 – Mandatory Overtime

- (a) Employees shall not be required to work more than eight (8) hours in excess of the normal work day. Except as otherwise provided in this Section, mandatory overtime shall be required only at the end of a regularly-scheduled work day.

Before an employee (i.e., the "mandatory" employee) is required to work mandatory overtime under this Paragraph, County shall notify all other employees on the "mandatory" employee's shift in an effort to secure qualified volunteers to work in the place of the "mandatory" employee.

- (b) Employees shall be required to work mandatory overtime on their regularly-scheduled day(s) off in order to complete the firearms training required by the Maryland Police and Correctional Training Academy.
- (c) In situations affecting the security interests of the Detention Center, County shall have the right to require overtime work other than as described above. Employees who refuse overtime work assigned under this Paragraph shall be subject to disciplinary action.
- (d) County shall make a reasonable effort to list overtime post assignments in the Supervisor's logbook as much in advance as possible. These assignments will be read at roll calls and filled on a "first come, first served basis."

However, nothing contained in this procedure shall either preclude the assignment of mandatory overtime pursuant to Section 10.4(c) of this Agreement or release employees from their obligations to perform mandatory overtime if assigned.

Section 10.5 – Training Hours

- (a) Every attempt shall be made to schedule County training programs during normal work hours. Employees will not be required to train on weekends more than three (3) times during the year, and will receive thirty (30) days notification of any assignment to weekend training. Employees shall be paid the appropriate rate, regular or overtime, for scheduled training hours, provided that such training is either required or approved by the Superintendent of the County's Detention Center.
- (b) Employees who volunteer for the Special Operations Response Team shall attend specialized training as required.

Section 10.6 – Educational Assistance

Education assistance shall be provided in accord with §6-1-307 of the County Code as follows:

- (a) (1) A permanent, full-time employee who is in good standing is entitled to reimbursement of up to 65% of direct tuition cost incurred on satisfactory completion of each approved course of study that is:
 - (i) directly related to the employee's current work assignment;
 - (ii) related to a type of work to which the employee may reasonably be expected to progress; or
 - (iii) a required course in an approved degree or certificate program.
- (2) Authorization for reimbursement requires the written approval of the Appointing Authority, the Personnel Officer, and the Budget Officer, and must be obtained by the employee prior to course completion.
- (3) Authorization for reimbursement is contingent on the availability of funds appropriated for the purpose of educational assistance under this section.
- (b) Reimbursement for direct tuition costs is limited to \$800 for each employee in a fiscal year. Direct tuition costs do not include textbooks, laboratory fees, and other expenses.
- (c) Reimbursement shall be made after successful completion of each individual course of study. Certified evidence of completion of a course and of payment of tuition must be submitted to the Controller before reimbursement.
- (d) An employee is not eligible for reimbursement if the employee is receiving financial

assistance for education from another governmental or institutional source. An employee who leaves the classified service prior to actual reimbursement is not entitled to reimbursement.

- (e) Successful completion of a course requires achievement of at least the grade of C, 2.0 points or, if a pass/fail system, a pass.
- (f) Employees who completed approved courses before July 1, 1992 are eligible, upon degree or certificate completion, to be reimbursed the balance not previously reimbursed for each such course in an amount not to exceed the sum of reimbursement already paid for the courses.
- (g)
 - (1) An employee shall remain active in County service for a period of at least one calendar year following the completion of a course or courses for which the employee has received reimbursement for costs under this section.
 - (2) On resignation, termination for cause, or retirement from County Service, an employee shall reimburse the County an amount equal to that paid to the employee under this section during the 12 months immediately preceding separation from County service.
 - (3) Reimbursement shall not be due if the employee is separated from County service because of a layoff or other reduction in force.
- (h) A part-time employee in good standing who works at least 50% of the normal work week is entitled to receive prorated reimbursement of direct tuition cost in accordance with this section.

If the Code is changed, employees will be entitled to the benefits set forth in the new Code change.

Section 10.7 – Acting Out of Class Pay

- (a) An employee who has completed his/her probationary period, and who is temporarily working in a classification in a higher pay grade than his/her classification for a period in excess of one (1) consecutive regular work day, shall be paid for all hours worked in such higher pay grade at either five percent (5%) above the rate for his/her regular classification or the minimum rate for the higher pay grade, whichever is greater.
- (b) 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 being temporarily acting out of class must be able to perform the normal duties expected of the position being filled.

Section 10.8 – Shift Differential

In Fiscal Years 2008, 2009 and 2010, employees who are regularly scheduled to work between 3:00 p.m. and 7:00 a.m. shall be paid a shift differential of eighty cents (\$.80) per hour for each hour actually worked.

In Fiscal Year 2011, employees who are regularly scheduled to work between 3:00 p.m. and 7:00 a.m. shall be paid a shift differential of one dollar and ten cents (\$1.10) per hour for each hour actually worked.

Section 10.9 – 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 any time worked by an employee, said employee shall be paid at the highest rate specified in any one such applicable provision. However, said employee shall not be entitled to additional pay under any other such provision.

Section 10.10 – Pay Schedule

- (a) Effective the first full pay period on or after July 1, 2007, employees shall receive a two percent (2%) increase in pay not to exceed the maximum pay rate for the grade on Pay Schedule A of Appendix I. Pay Schedule A represents an increase to the minimum and maximum pay rate of two percent (2%) plus an additional two percent (2%) increase to the maximum rate of pay. Pay Schedule A is effective the first full pay period on or after July 1, 2007.
- (b) Effective the first full pay period on or after January 1, 2008, employees shall receive a one percent (1%) 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 and maximum pay rate of one percent (1%). Pay Schedule B is effective the first full pay period on or after January 1, 2008.
- (c) Effective the first full pay period on or after July 1, 2008, employees shall receive a two percent (2%) 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 and maximum pay rate of two percent (2%) plus an additional two percent (2%) increase to the maximum rate of pay. Pay Schedule C is effective the first full pay period on or after July 1, 2008.
- (d) Effective the first full pay period on or after January 1, 2009, employees shall receive a one percent (1%) increase in pay, not to exceed the maximum pay rate for the grade on Pay Schedule D. Pay Schedule D represents an increase to the minimum and maximum pay rate of one percent (1%). Pay Schedule D is effective the first full pay period on or after January 1, 2009.
- (e) Effective the first full pay period on or after July 1, 2009, employees shall receive a two percent (2%) increase in pay, not to exceed the maximum pay rate for the grade on Pay Schedule E. Pay Schedule E represents an increase to the minimum and maximum pay rate of two percent (2%) plus an additional two percent (2%) increase to the maximum rate of pay. Pay Schedule E is effective the first full pay period on or after July 1, 2009.
- (f) Effective the first full pay period on or after January 1, 2010, employees shall receive a one percent (1%) increase in pay, not to exceed the maximum pay rate for the grade on Pay Schedule F. Pay Schedule F represents an increase to the minimum and maximum pay rate of one percent (1%). Pay Schedule F is effective the first full pay period on or after January 1, 2010.
- (g) Effective the first full pay period on or after July 1, 2010, employees shall receive a two percent (2%) increase in pay, not to exceed the maximum pay rate for the grade on Pay Schedule G. Pay Schedule G represents an increase to the minimum and maximum pay rate of two percent (2%) plus an additional two percent (2%) increase to the maximum rate of pay. Pay Schedule G is effective the first full pay period on or after July 1, 2010.
- (h) Effective the first full pay period on or after January 1, 2011, employees shall receive a one percent (1%) increase in pay, not to exceed the maximum pay rate for the grade on Pay Schedule H. Pay Schedule H represents an increase to the minimum and maximum pay rate of one percent (1%). Pay Schedule H is effective the first full pay period on or after January 1, 2011.

- (i) In each year of this Agreement, on the pay period closest to the employee's anniversary date as described in Section 10.12 of this Agreement, an employee shall receive a four percent (4%) increase in pay not to exceed the maximum pay for the grade for satisfactory performance on an employee's Performance Planning and Appraisal Report.
- (j) Detention Officers who are promoted to Detention Corporal shall receive five percent (5%) above the level at which the employee was paid in the former grade, but not exceeding the maximum pay for the grade.

Section 10.11 – Funeral Expenses

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

Section 10.12 – Progression Through the Pay Schedule

- (a) Employees who achieve a satisfactory performance review shall receive pay advancements in accordance with Appendix I 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 (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 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 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. An employee who then meets or exceeds the standards for his/her position shall receive a merit pay advancement as determined by his/her Overall Rating, effective as of the ninety (90) day re-evaluation.

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

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 sub-section 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 his/her Performance Planning and Appraisal. Any such grievance shall then 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 ten (10) work days after his/her receipt of such Overall Rating.”

Section 10.13 – Court Overtime Pay

An employee who is required to attend court at a time other than during or contiguous to the regularly scheduled shift shall receive a minimum of three hours pay at the appropriate regular rate or the actual number of hours worked at the appropriate overtime rate, whichever is higher.

Article 11
Leaves

Section 11.1 – Annual Leave

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

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

- (b) All part-time employees normally scheduled to work fifty percent (50%) or more of the regular work week for their classification, but who are not normally scheduled to work the full regular work week for such classification, shall be entitled to receive paid annual leave accrued at one-half (0.5) the rate of accrual set forth in Section 11.1(a).
- (c) Procedures governing annual leave shall be in accord with §6-1-302 of the County Code.
- (d) In addition to the annual leave provided in Section 11.1(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.

Section 11.2 – Disability Leave

- (a) Full-time employees shall be entitled to receive paid disability leave accrued at the rate of one and one-quarter (1.25) days per calendar month.
- (b) All part-time employees normally scheduled to work fifty percent (50%) or more of the regular work week for their classification, but who are not normally scheduled to work the full regular work week for such classification, shall be entitled to receive paid disability leave accrued at one-half (0.5) the rate of accrual set forth in Section 11.2(a).
- (c) Procedures governing disability leave shall be in accord with §6-1-303 of the County Code.

Section 11.3 – Jury Leave

Employees shall be entitled to leave with pay for each regularly-scheduled work day that they are required to serve as members of a jury. Whenever an employee is temporarily excused from jury duty on a scheduled work day, he/she shall advise his/her immediate Supervisor as promptly as possible and shall stand ready to report for work as requested by County. Failure to return to duty when requested to do so will result in forfeiture of any pay due under this Section for that day.

Section 11.4 – Court Leave

Employees required 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 their regularly-scheduled work day.

Section 11.5 – 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 entitled to leave with pay, provided they offer valid proof of such military service. A copy of such employees' military orders must be submitted to County's Personnel Officer by the employees requesting such leave.

Employees who are regularly-scheduled to work on Saturday and Sunday will be granted paid Military Leave for up to a maximum of twenty (20) regularly-scheduled work days; all other employees will be granted paid Military Leave for up to a maximum of ten (10) regularly-scheduled work days.

Section 11.6 – Funeral Leave

(a) In the event of a death in their immediate family, employees shall be entitled to leave with pay, provided that such leave is taken during the period between the date of death and the day following burial, both inclusive.

Such leave shall not exceed a maximum of three (3) regularly-scheduled work days per occurrence.

(b) Immediate family shall include only the following: spouse, child, brother, sister, parents, parents-in-law, grandchildren, grandparents, grandparents-in-law or guardians.

(c) Upon County's request, employees shall furnish proof of death, date of burial and relationship.

(d) Employees may be granted two (2) additional days 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 11.7 – Personal Leave

Employees who have completed their probationary period 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 11.8 – Overtime Compensation

For the purpose of computing overtime pay, all leave hours for which an employee is compensated by County under Section 11.1 and Sections 11.3 through 11.6 (of this Article) shall be regarded as hours worked.

Section 11.9 – Disability Leave Non-Usage Incentive Program

(a) Employees may accrue paid administrative leave for non-use of disability leave as defined in this section in accordance with the following formula:

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

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

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

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

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

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

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

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

- (b) The accrued paid leave day(s) detailed above shall be converted to administrative leave days and 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.
- (c) County and Union agree that this Disability Leave Non-Usage Incentive Program shall terminate at the expiration of the current Memorandum of Agreement unless otherwise mutually agreed upon by the County and the Union during the negotiation of a successor agreement.
- (d) Any employee utilizing medical leave as a result of FMLA, or a valid work related injury or illness and who otherwise would be eligible to receive the benefits of this incentive program shall be entitled to paid administrative leave days consistent with the provisions contained in Sections (a), (b) and (c) herein.

Section 11.10 – 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 12 **Union Business**

Section 12.1 – Union Visitation

With the permission of either the Superintendent or Assistant Correctional Facility Administrator (Security) of County's Detention Center, representatives of Union shall have reasonable access to County premises for the purpose of conferring with County or with other Union representatives regarding the administration of this Agreement. Such permission shall not be unreasonably withheld by County.

Section 12.2 – Bulletin Boards

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

Section 12.3 – Union Office

A leave of absence without pay shall be granted for a period not to exceed one (1) year to an employee who is elected or appointed to a full-time office in Union, provided that County is given no less than fourteen (14) calendar days notice in advance of the anticipated commencement of such leave. This leave of absence without pay may be extended for additional one (1) year periods by mutual agreement of County and Union.

Section 12.4 – Negotiations

Up to four (4) employees and two (2) alternates selected 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 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 12.5 – Union Business and Activities

The County shall grant up to an aggregate maximum of five hundred and fifty (550) hours of leave with pay each year to employees designated by the President or in his or her absence, his or her designee, to conduct union business and activities. Permission to use leave under this Section shall not be unreasonably withheld by the County, but shall not be granted at times when it would interfere with the efficient operation of the Detention Center facilities (Jennifer Road or Ordnance Road). An employee who has made an official request for union leave shall be granted union leave from scheduled work time, provided the leave does not interfere with the efficient operation of the Detention Centers. An official request shall be made and approved in advance, in writing on the County's Union Leave Application Form, signed by the Union President (or his/her designee in his/her absence), and shall state the purpose of the leave and the amount of leave time needed to accomplish this purpose. Union leave may not be used for a purpose that is personal in nature, granted for non-work hours, or for union business or activities that could be accomplished during non-work hours. The County may alter work hours or shifts to accommodate a request for union leave.

Article 13 **Personnel Practices**

Section 13.1 – Personnel File

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

An employee shall receive a copy of any report reflecting on his/her efficiency that is placed in his/her personnel file. An employee may be requested to initial a copy of any such report before it is placed in his/her 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. Documents relating to disciplinary action shall not

be used in any further disciplinary action against the employee if there has been no intervening disciplinary action for the three preceding years. The documents that pertain to disciplinary action 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 file.

Section 13.2 – Uniform Allowances

- (a) 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.
- (b) Employees shall be entitled to draw uniforms from the Detention Center's Quartermaster to replace issued items of clothing and equipment deemed unserviceable by the Superintendent of County's Detention Center (or his/her designated representative).
- (c) The following items shall be issued to all newly hired Detention Officers:

	<u>Quantity</u>
Jacket – Windbreaker	1
Jacket – Blauer	1
Shirts – Summer	6
Shirts – Winter	6
Trousers	4
Ties	2
Badges	2
Handcuff Carrier	1
Flashlight Carrier	1
Key Holder	1
Name Plate	1
Shoes	1
Glove Pouch - Latex Gloves	1
AACDC Patches	12

Yearly Replacement

Shirt – Winter or Summer or Combination	6
Trousers - regular; or	4
Trousers - custom	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.

- (d) County shall pay an annual uniform cleaning allowance of two hundred twenty-five dollars (\$225) to each employee to be paid the first full pay period in December, 2004.

Effective July 1, 2005, County shall pay an annual uniform cleaning allowance of six hundred dollars (\$600) to be paid in twenty-six (26) equal installments.

Section 13.3 – Personnel Rules and Regulations

Proposed changes to the County's Personnel Rules and Regulations will be forwarded to the President of the Union twenty (20) calendar days prior to their implementation. The Union and the

County may 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, provided that a grievance challenging such Rules and Regulations may be filed under Article 6 of this Agreement only if such Rule or Regulation is in conflict with an express provision of this Agreement. The County shall provide the Union with two (2) unabridged copies of the Personnel Rules and Regulations, Employee Relations Manual and Personnel Policies and Amendments within twenty (20) days of their issuance.

Section 13.4 – Leave Sharing

County shall continue a leave sharing program whereby employees may donate accrued annual leave and up to two (2) days of disability leave per pay period calendar year 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.

Article 14 **Insurance and Pension**

Section 14.1 – 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.

In Fiscal Years 2008, 2009 and 2010, 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.

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

- (b) County agrees to continue a "flexible benefits" program in conformance with Section 125 of the Internal Revenue Service Code.
- (c) 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) pro-rated over each pay period in the (health insurance coverage) plan year.
- (d) County reserves the right to change insurance carriers or to self-insure any portion of the health insurance coverage provided in this Section.
- (e) Union recognizes and acknowledges County's right to consolidate employee groups into a single, unitary health insurance group.
- (f) During the term of this agreement, County intends to examine its health plans to include a review of the overall prescription plan and the structure of the overall health plan.

Section 14.2 – Life Insurance

County shall continue to provide its present life insurance coverage (in the amount of \$10,000) at no cost to employees. Employees shall be entitled to purchase additional life insurance up to one hundred thousand dollars (\$100,000.00).

Section 14.3 – Pension

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

Article 15 Safety

Section 15.1 – Safety Committee

A Safety Committee comprised of six (6) members (three (3) of whom shall be appointed by Union from among the employees covered by this Agreement; and three (3) of whom shall be appointed by County) shall be established at the Ordnance Road Correctional Center and the Jennifer Road Detention Center. This Safety Committee shall meet periodically, but not less than once per calendar quarter, for the purpose of promoting safety. Minutes of all meetings of the Safety Committee will be furnished to the Superintendent of County's Detention Center and to Union's President.

Article 16 Miscellaneous Provisions

Section 16.1 – Copies of the Agreement

Within sixty (60) calendar days from the effective date of this Agreement, County shall provide Union with twenty-five (25) copies of this Agreement and shall also provide each member of the bargaining unit with one (1) copy.

Section 16.2 – Midnight Shift

If County is unable to obtain a sufficient number of Detention Officers to staff the midnight shift, the least-senior, qualified Detention Officers will be assigned to the midnight shift.

Assignments (either voluntary or mandatory) of Detention Officers to the midnight shift shall be for a period of one (1) year, with such assignments to be made during the month of January. No Detention Officer shall be required to serve consecutive one (1) year assignments on the midnight shift.

The County specifically reserves the right to remove Detention Officers from the midnight shift at any time for operational necessity during the course of an employee's one (1) year assignment. Transfers to and from the midnight shift will not be used for disciplinary purposes. The County shall meet and confer with the Union and the employee to be removed prior to such employee's removal from the midnight shift.

In the determination of midnight shift assignments, the County will not adversely consider military leave, FMLA leave, approved union leave time, or approved annual leave used. As to disability leave, the County may only consider the use of disability leave in making shift determination if there has been a determination of leave abuse as defined under Section 16.4 of this Agreement, the County Code, or the Detention Center rules and regulations. The County may continue to use operational necessity and the criteria set forth in the Detention Center's directives, such as seniority, gender, special qualifications, special relationships, balance of officers, the need to fill vacancies, pending criminal charges, and interpersonal conflicts between co-workers or supervisors.

Section 16.3 – 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 16.4 – Miscellaneous Provisions

Excessive use of Disability Leave immediately preceding or following a Regular Day Off (RDO) shall be defined as the third (3rd) occurrence in a one (1) year period. Excessive use as defined shall subject the employee to the following:

- (a) 3rd occurrence within a floating 12 month period – Employee shall not be paid Disability Leave for the absence, unless the employee can affirmatively evidence his/her non-abuse of Disability Leave.
- (b) 4th occurrence within a floating 12 month period – Employee shall not be paid Disability Leave for the absence and shall receive a Warning Letter, unless the employee can affirmatively evidence his/her non-abuse of Disability Leave.
- (c) 5th occurrence within a floating 12 month period – Employee shall not be paid Disability Leave for the absence and shall be suspended for one (1) day, unless the employee can affirmatively evidence his/her non-abuse of Disability Leave.
- (d) 6th occurrence within a floating 12 month period – Employee shall not be paid Disability Leave for the absence and shall be discharged, unless the employee can affirmatively evidence his/her non-abuse of Disability Leave.

The program shall begin July 1, 1993 and employees shall not be affected in accordance with the provisions of this section for any occurrence of disability leave occurring prior to July 1, 1993. Additionally, the provisions of this section shall not apply to Disability Leave use in conjunction with line of duty illness or injuries which have been accepted by Workers' Compensation. Provided further that disputed disability leave will be considered when Workers' Compensation is adjudicated.

Section 16.5 – Privatization

County agrees that for the duration of this agreement 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 the Jennifer Road facility as well as any new facilities currently under construction or to be built in the future within Anne Arundel County whose principal purpose is the incarceration and detention of persons imprisoned by virtue of any Court of competent jurisdiction.

Section 16.6 – Labor/Management Committee

A joint labor/management liaison committee shall be established consisting of four persons, two of whom shall be selected by the Union President and two of whom shall be selected by the Superintendent to discuss policies, procedures, any working conditions within the Detention Center facility and any other subject that the parties may agree upon, including the disciplinary process. The committee shall meet not less than monthly except upon the majority consent of the committee. Union representatives shall be deemed to be on duty status while attending such meetings of the committee.

Article 17 **Duration of Agreement**

Section 17.1 – Effective Period

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

Section 17.2 – Amendments

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

Section 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 – Preservation of Benefits

All benefits presently enjoyed by employees covered by the Memorandum of Agreement which are not specifically provided for or abridged in this Memorandum, such as, but not limited to, holidays, uniforms, equipment, etc., are hereby included and protected by this Memorandum.

Section 17.5 – Ratification

Upon ratification by the membership of the Bargaining Unit, this Agreement shall be executed by the County Executive and submitted to the County Council for ratification pursuant to the Annotated Code of Maryland, Labor and Employment Article, Section 4-504. The parties shall act expeditiously and in good faith to implement all terms of the Memorandum of Agreement. Any action by either party or its agents, directly or indirectly, that has the effect of hindering the enactment of legislation necessary to effectuate the terms of this Agreement shall be considered a material breach thereof.

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

**Fraternal Order Of Anne Arundel
Detention Center Officers And
Personnel, Inc.**

Anne Arundel County, Maryland

Clifford J. Thrasher
President

John R. Leopold
County Executive

Jennifer A. Sears
Vice-President

Andrea M. Fulton
Personnel Officer

Edward W. Ganoczy, III
Secretary –Treasurer

Jeffrey A. Austin
Chief Spokesperson

Susan MacMillan
Negotiating Team

Jonathan A. Hodgson
County Attorney

Linda Fults
Negotiating Team

Julie T. Sweeney
Senior Assistant County Attorney

Jimmy Tarlau
Chief Negotiator