

Memorandum Of Agreement

Between



And The



July 1, 2009 – June 30, 2010



Table of Contents

Article 1 – Recognition and Unit	1
Section 1.1 – Recognition	1
Section 1.2 – Unit Description.....	1
Section 1.3 – Probationary Employees	2
Article 2 – Non-Discrimination	2
Section 2.1 – Non-Discrimination	2
Section 2.2 – Lodge Activity	2
Article 3 – Management Functions	2
Section 3.1 – Management Functions.....	2
Article 4 – No Strikes or Lockouts	3
Section 4.1 – No Strikes.....	3
Section 4.2 – No Lockouts.....	3
Article 5 – Maintenance of Membership and Dues Deduction	3
Section 5.1 – Modified Agency Shop.....	3
Section 5.2 – Payroll Deduction Authorization	3
Section 5.3 – Lodge to Indemnify County.....	4
Section 5.4 – Limitation on Payroll Deductions.....	4
Article 6 – Grievance Procedure	4
Section 6.1 – Definition of Grievance	4
Section 6.2 – Grievance Procedure.....	4
Section 6.3 – Lodge Representatives	6
Section 6.4 – Time Limitations.....	6
Section 6.5 – Written Presentation.....	7
Section 6.6 – Grievance Meetings	7
Article 7 – Secondary Employment	7
Section 7.1 – Secondary Employment.....	7
Article 8 – Seniority	7
Section 8.1 – Definition	7
Section 8.2 – Termination of Seniority.....	7
Section 8.3 – Seniority Roster	8
Section 8.4 – Vacancies	8
Section 8.5 – Layoff and Recall.....	8
Section 8.6 – Furlough Days.....	8
Article 9 – Hours of Work	8
Section 9.1 – Hours of Work	8
Section 9.2 – Individual Work Schedules.....	8
Article 10 – Wages and Premiums	8
Section 10.1 – Purpose of Article	8
Section 10.2 – Regular Wages and Pay Rates	9
Section 10.3 – Pay Schedule.....	9
Section 10.4 – Overtime Compensation	10
Section 10.5 – Acting Out of Class Pay.....	11
Section 10.6 – Court and Call-In Pay	11
Section 10.7 – Shift Differential Pay	12
Section 10.8 – Field Training Allowance	12

Section 10.9 – Training Programs	12
Section 10.10 – Overtime Duplicating and Pyramiding	13
Section 10.11 – Progression Through the Pay Schedule	13
Section 10.12 – Merit/Step Advancements.....	13
Section 10.13 – Flight Pay Premium	14
Section 10.14 – On-Call Pay.....	14
Section 10.15 – Daylight Savings Pay	15
Article 11 – Leaves	15
Section 11.1 – Annual Leave	15
Section 11.2 – Disability Leave	15
Section 11.3 – Jury Leave.....	16
Section 11.4 – Court Leave.....	16
Section 11.5 – Civic Leave	16
Section 11.6 – Military Leave.....	16
Section 11.7 – Funeral Leave.....	16
Section 11.8 – Leave Forms.....	17
Section 11.9 – Annual Leave Schedule	17
Section 11.10 – Miscellaneous Leave.....	17
Article 12 – Pension Plan and Retired Members	17
Section 12.1 – Pension Plan.....	17
Section 12.2 – Retirement Health Benefits.....	19
Section 12.3 – Deferred Retired Option Program.....	19
Section 12.4 – Lodge/Management Pension Committee.....	19
Section 12.5 – Property Tax Credit for Disabled Officers or Surviving Spouse.....	19
Article 13 – Insurance Coverages	19
Section 13.1 – Health Insurance	19
Section 13.2 – Life Insurance	20
Section 13.3 – Burial Expenses	20
Section 13.4 – Civil Liability Coverage	20
Article 14 – Allowances	21
Section 14.1 – Uniforms and Equipment.....	21
Section 14.2 – Plain Clothes Allowance.....	21
Section 14.3 – Uniform Cleaning Allowance.....	21
Section 14.4 – Service Weapons Allowance	21
Section 14.5 – Physical Fitness Incentive Allowance	21
Article 15 – Lodge Affairs	21
Section 15.1 – Bulletin Boards	21
Section 15.2 – Lodge Visitation.....	22
Section 15.3 – Negotiations	22
Section 15.4 – Membership Meetings	22
Section 15.5 – Lodge President	22
Section 15.6 – Lodge Business	22
Article 16 – Safety and Health	23
Section 16.1 – Safe Working Conditions.....	23
Section 16.2 – Safety Committee.....	23
Article 17 – Rules and Regulations.....	23
Section 17.1 – Revision of Rules and Regulations.....	23
Article 18 – County Personnel Practices.....	23
Section 18.1 – Personnel File.....	23
Section 18.2 – Copies of Agreement	24

Section 18.3 – Disciplinary Procedures	24
Section 18.4 – Eligibility Lists.....	26
Section 18.5 – Promotional Testing Committee	26
Section 18.6 – Involuntary Transfers.....	27
Section 18.7 – Disclosure of Personal Information	27
Section 18.8 – Leave Sharing	27
Section 18.9 – Education Assistance	27
Article 19 – Preservation of Benefits	28
Section 19.1 – Preservation of Benefits.....	28
Article 20 – Duration of Agreement	28
Section 20.1 – Duration	28
Section 20.2 – Amendments	29
Section 20.3 – Separability	29
Section 20.4 – Ratification.....	29
Section 20.5 – Wage Re-Opener.....	29

Appendix I – Police Service Pay Schedule

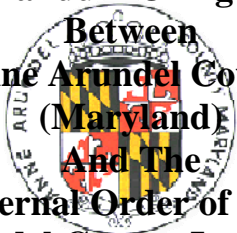
Appendix II – Uniform and Equipment Issue

Appendix III – Health Insurance Rate Schedule

Appendix IV – Deferred Retirement Option Program

Appendix V – Letter of Understanding-March 23, 2009

Memorandum Of Agreement
Between
Anne Arundel County
(Maryland)
And The
Fraternal Order of Police
Anne Arundel County Lodge #70, 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 Police Anne Arundel County Lodge #70, Inc., (hereinafter referred to as Lodge) to establish wages, hours and conditions of employment.

Witnesseth

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

Article 1
Recognition and Unit

Section 1.1 – Recognition

County recognizes Lodge as the exclusive representative of the police listed in Section 1.2 of this Agreement for the purpose of collective negotiations with County pursuant to §6-4-108 of the Anne Arundel County Code (hereinafter referred to as the County Code).

Section 1.2 – Unit Description

(a) **Current Classifications.** The terms “employee” and “employees” shall mean all permanent employees occupying the classification of Police Officer, Police Officer First Class, and Police Corporal.

The terms “employee” and “employees” shall not include temporary employees and employees employed in any other classification(s), subject to the provisions of Section 1.2(b).

Re-Titled or Additional Classifications. In the event(s) that the classification referenced in Section 1.2(a) is re-titled or that the County Service is increased by the addition of any new classification(s) which, in accord with §6-4-107 of the County Code, would be eligible for inclusion in the unit description in Section 1.2(a), such classification(s) shall be included in this Article upon the mutual agreement of County and Lodge. Should County and Lodge 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.

Subject to Article 6, Title 4, existing classifications may be incorporated into the unit at any time during this agreement upon mutual consent between the County and Lodge.

Section 1.3 – Probationary Employees

- (a) Unless the employee is re-hired in accordance with the provisions of Section B-12 of the Employee Relations Manual, is certified as a Police Officer and has previously successfully served his or her probationary period, an employee who is hired, re-hired, transferred, or promoted into the classification of Police Officer shall be considered “probationary” until he or she has been fully certified as a Police Officer by the Maryland Police Training Commission and has successfully served twelve (12) months as a Police Officer from the date of hire, re-hire, promotion, or transfer.
- (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 Lodge 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, political affiliation or Lodge membership.

Section 2.2 – Lodge Activity

Employees of County shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employee relations without discrimination by County. Lodge shall continue its policy of admitting employees to membership without discrimination and of representing all employees without regard to Lodge membership.

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

Neither Lodge 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. If Lodge 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 Lodge's dues deduction privilege; or (3) revoke Lodge's certification and disqualify Lodge from participation in representation elections for a period of up to two (2) years.

Section 4.2 – No Lockouts

Neither County nor the County Council may engage in, initiate or direct a lockout of employees.

Article 5
Maintenance of Membership and Dues Deduction

Section 5.1 – Modified Agency Shop

- (a) Employees hired prior to July 1, 1983, who, on the effective date of this Agreement, are members of Lodge in good standing in accord with Lodge's Constitution and By-Laws, or who shall thereafter become such a member of Lodge, shall, as a condition of employment, maintain their membership in Lodge for the duration of this Agreement. However, such employees may withdraw from membership in Lodge and, as a condition of employment, pay a service fee to Lodge.
- (b) Employees hired on or after July 1, 1983, who have completed their probationary periods, shall be required, as a condition of employment, to either become a member of Lodge in good standing in accord with Lodge's Constitution and By-Laws, or pay a service fee to Lodge.
- (c) The amount of the service fee shall not exceed the amount charged as Lodge dues and shall be utilized for purposes related to representation of the bargaining unit and its members.
- (d) Lodge 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 Lodge in lieu of membership dues.

Section 5.2 – Payroll Deduction Authorization

Upon receipt of a signed payroll deduction authorization, County shall deduct those Lodge initiation fees, regular monthly membership dues and service fees that are certified in writing by Lodge's Treasurer. Payroll deductions shall be made without cost to Lodge, and shall be taken at each regular pay period. A payroll deduction authorization shall be irrevocable for a period of one (1) year from the date thereof, and shall automatically renew itself for successive one (1) year periods, unless revoked in writing during the fifteen (15) calendar day period prior to the anniversary date of such authorization.

Section 5.3 – Lodge to Indemnify County

Lodge 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 complying with the provisions of this Article. Lodge assumes full responsibility for the disposition of the funds deducted under Section 5.2 of this Article as soon as they have been remitted by County to Lodge’s Treasurer.

Section 5.4 – Limitation on Payroll Deductions

Provided that Lodge is not decertified (pursuant to §6-4-109 of the County Code) as the exclusive representative for employees in the classification of Police Officer, payroll deductions shall not be made for any organization (other than Lodge) that purports to act for employees with regard to wages, hours and other terms and conditions of employment.

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 terms of this Agreement, County Charter, County Code or other applicable law regarding or affecting employment, except that any matter subject to the procedures of the present Article 41, Title 4, Subtitle 2, Section 4-201 (Police Training Commission) of the Annotated Code of Maryland, or as it may hereafter be amended, shall not be construed as a grievance under this Agreement.

Section 6.2 – Grievance Procedure

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

Step I
Written Grievance to Police Chief

A grievance shall be filed in writing with the Police Chief, provided that such written grievance is received by the Police Chief (or his/her designated representative) within twenty (20) work days following the event giving rise to the grievance or within twenty (20) work days following the time when the employee reasonably should have gained knowledge of its occurrence. The President of the Lodge shall be permitted to sign and initiate a grievance on behalf of any aggrieved member of the bargaining unit who is named in the written grievance.

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

Within ten (10) work days after receipt of the written grievance, the Police Chief (or his/her designated representative) shall hold a meeting with the grieving employee. In the event that no resolution of the written grievance is reached during such meeting, the Police Chief (or his/her designated representative) shall issue a written answer to the written grievance within ten (10) work days of the meeting at Step I.

Upon the mutual agreement of County and the grieving employee, the Step I meeting may be waived. In such event, the Police Chief (or his/her designated representative) shall issue a written answer to the written grievance within ten (10) work days of the mutual agreement to waive the Step I meeting.

The Step I written answer of the Police Chief (or his/her designated representative) shall contain the reasons for the Police Chief's decision and shall be mailed by U.S. Certified Mail to the grieving employee's home address of record and to Lodge's President.

Step II
Written Grievance Appeal to Personnel Officer

If the grievance is not resolved at Step I, the employee or the President of the Lodge on behalf of a named grievant shall file a grievance appeal in writing with County's Personnel Officer, provided that such written grievance appeal is received by County's Personnel Officer (or his/her designated representative) within ten (10) work days after receipt of the Step I written answer.

In the event an appealing employee is proceeding to Step II because no written answer was mailed within the time provided for a written response at Step I, the appealing employee shall file the written grievance appeal at Step II within twenty (20) work days from the date of the Step I meeting or within twenty (20) work days from the date of the mutual agreement to waive the Step I meeting.

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

Within ten (10) work days after receipt of the written grievance appeal, County's Personnel Officer (or his/her designated representative) shall hold a meeting with the appealing employee. In the event that no resolution of the written grievance appeal is reached, during such meeting, County's Personnel Officer (or his/her designated representative) shall issue a written answer to the written grievance appeal within fifteen (15) work days of the meeting at Step II.

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

The Step II written answer of County's Personnel Officer (or his/her designated representative) shall contain the reasons for the Personnel Officer's decision and shall be mailed by U.S. Certified Mail to the appealing employee's home address of record and to Lodge's President.

Step IIIA
Written Appeal to Personnel Board

If the grievance is not resolved at Step II, the 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 receipt of the Step II written answer. The appealing party shall be responsible for documenting the timely receipt of the written appeal at Step IIIA.

The Step IIIA 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, the original signature of an authorized Lodge 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 III hearing. This Step III written answer of the Personnel Board shall be mailed by U.S. certified mail to the appealing party's address of record.

Step IIIB
Binding Arbitration

If the grievance is not resolved at Step II, the employee or Lodge may proceed to binding arbitration in lieu of an appeal to the Personnel Board by complying with procedures currently set forth in §6-4-113 of the Anne Arundel County Code, providing notice to proceed to binding arbitration is received by the Personnel Officer within twenty (20) work days after receipt of County's Step II answer.

Each party shall bear its own expenses in these arbitration proceedings, except that they shall share equally the fee and other expenses of the impartial arbitrator in connection with the grievance submitted to him/her. Employees shall be granted leave with pay at their regular rate for scheduled work hours lost while appearing as a witness at the hearing under this Article, if such appearance is necessary.

Section 6.3 – Lodge Representatives

Lodge representatives appointed or elected by Lodge from among employees of County (in no case to exceed a ratio of one (1) representative per thirty (30) employees) shall be recognized by County for the purpose of presenting grievances under Section 6.2 of this Article; provided that nothing herein shall be deemed to deny to any individual employee the right to present grievances to County, without representation, and to have such grievances adjusted, as long as such adjustment is not inconsistent with the provisions of this Agreement.

County shall advise Lodge of the disposition of all grievances processed through Steps I, II, IIIA and IIIB of Section 6.2 of this Article.

Lodge shall immediately supply County with a roster of the representatives appointed under this Section and thereafter shall immediately notify County of any changes in such roster.

Representatives shall have the right to leave their jobs during working hours for the purpose of investigating alleged grievances arising under this Agreement involving the department, section or work area they represent and which require immediate attention or to attend scheduled grievance meetings, provided they first receive permission to be absent for this purpose from their immediate supervisor. Such permission shall not be unreasonably withheld by County; but it shall not be granted at times when it interferes with the efficient operation of County.

Lodge Representatives who are involuntarily transferred from one assignment to another shall, upon request, be furnished with the reason(s) for their transfer. Lodge Representatives who object to the reason(s) for their transfer shall be allowed to convey their concerns in writing through the chain of command to the Police Chief. The Police Chief shall respond in writing to any such objections that may be filed.

Section 6.4 – Time Limitations

No grievance shall be entertained or processed under the procedures set forth in Section 6.2 unless it is filed within the time limits set forth in Section 6.2. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of County, provided that the parties may mutually agree to extend any time limits. If County fails to

provide an answer within the time limits so provided, the employee with or without his/her Lodge representative may immediately appeal to the next step.

Section 6.5 – Written Presentation

Any written grievance presented under Section 6.2 of this Article shall set forth the facts giving rise to the grievance and also the provision of this Agreement alleged to have been violated.

Section 6.6 – Grievance Meetings

Grievance meetings under Section 6.2 of this Article shall be held at times mutually agreeable to the parties; provided that, insofar as practicable, such meetings shall be held during scheduled work hours. The aggrieved employee, appropriate Lodge representatives and any other employee, who the parties mutually agree is necessary to the resolution of the grievance, shall suffer no loss of pay for scheduled work hours lost while attending such meetings.

Article 7

Secondary Employment

Section 7.1 – Secondary Employment

Employees are permitted to engage in uniformed secondary employment according to the Police Department's Procedures and shall be permitted to use County issued personal patrol vehicles and equipment in connection with employment opportunities within Anne Arundel County, Maryland, except in those employment areas where the Chief of Police can demonstrate a real conflict of interest.

The County shall not require a waiver of liability agreement between the Police Officer and secondary employer in an effort to encourage more opportunities for secondary employment for uniformed Police Officers within Anne Arundel County, Maryland.

Article 8

Seniority

Section 8.1 – Definition

“Seniority” is defined as an employee's length of continuous service with the Police Department. Service with other County departments or as a Police Services Officer shall not be credited toward service as a Police Officer. 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 of recall from layoff by County; and (c) layoff in excess of twenty-four (24) consecutive months for employees with twelve (12) or more months continuous service; and (d) layoff in excess of twelve (12) consecutive months for employees with less than twelve (12) months of continuous service.

Section 8.3 – Seniority Roster

County shall furnish Lodge with a seniority roster noting date of hire with the Police Department and Job classification.

Section 8.4 – Vacancies

Vacancies in the Classification of Police Officer shall be filled in accord with §6-1-106 (Eligibility Lists) of the County Code.

Section 8.5 – Layoff and Recall

In the event of a personnel reduction, employees with the least seniority shall be laid off first. Each employee shall receive at least fifteen (15) work days written notice of layoff. No new employees shall be hired until all qualified employees on layoff have been offered an opportunity to return to work. Recall to work shall be in reverse order of layoff.

Section 8.6 – Furlough Days

No member of the bargaining unit, who was employed as of June 30, 2009, shall be subjected to unpaid furlough days from July 1, 2009 through June 30, 2010.

Article 9
Hours of Work

Section 9.1 – Hours of Work

Each organizational unit of the Police Department shall continue the hours of work, regular work days and shift schedules that were in effect on the effective date of this Agreement, provided that County may alter such hours of work, regular work days and shift schedules if it has previously notified Lodge of its (County's) intent to do so and has engaged in mutual, good-faith discussions with Lodge regarding such changes.

Section 9.2 – Individual Work Schedules

County agrees to establish and post individual work schedules for all employees on a monthly basis.

County agrees to provide seventy-two (72) hours of advance notice prior to changing any employee's individual work schedule, except for changes effected in response to situations deemed by the Police Chief (or his/her designee) to be emergencies.

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.

Section 10.2 – Regular Wages and Pay Rates

“Regular wages” is defined as the annual pay for an employee’s merit/step within the pay grade assigned to that employee’s regular classification.

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

Section 10.3 – Pay Schedule

- (a) Effective the first full pay period on or after July 1, 2009, employees covered by this agreement shall be placed on Pay Schedule A of Appendix I at his/her pay rate as of June 30, 2009. Pay Schedule A represents a three percent (3%) increase to the maximum amount of pay for each rank. Pay Schedule A is effective the first full pay period on or after July 1, 2009.
- (b) Effective the first full pay period on or after January 1, 2005, Police Officers who possess two (2) or more years’ continuous experience as an Anne Arundel County Police Officer and who received an overall satisfactory on their last Performance Planning and Appraisal Report: (i) shall be non-competitively promoted to Police Officer First Class; and (ii) shall receive a promotional increase of four percent (4%). The minimum and maximum for Police Officer First Class shall be four percent (4%) higher than the minimum and maximum of Police Officer.

Thereafter, a Police Officer shall be non-competitively promoted to Police Officer First Class if he/she: (i) has completed two (2) continuous years as an Anne Arundel County Police Officer; (ii) has received an overall satisfactory on his/her last Performance Planning and Appraisal Report; and (iii) has successfully completed a pass/fail proficiency examination.

For the purpose of qualifying for a Police Officer First Class position, Police Officers who have been injured in the line of duty as determined by the Police Chief or his/her designee shall have the years of service as an Anne Arundel County Police Officer waived for the period of time that the Police Officer was absent from duty because of the line of duty injury. However, the Police Officer must have returned to work and be able to perform the full duty of a Police Officer and Police Officer First Class in order to be non-competitively promoted to Police Officer First Class.

- (c) Effective the first full pay period on or after January 1, 2007, the position of Corporal will be created. The Corporal position: (i) is a non-competitive promotion; (ii) requires two (2) continuous years of experience as an Anne Arundel County Police Officer First Class and two (2) continuous years of experience as an Anne Arundel County Police Officer; (iii) requires an overall satisfactory on the employee’s last Performance Planning and Appraisal Report; and (iv) requires the successful completion of a proficiency examination. Employees who are promoted to Police Corporal shall receive a promotional increase of four percent (4%). The minimum and maximum for Police Corporal shall be four percent (4%) higher than the minimum and maximum of Police Officer First Class.

For the purpose of qualifying for a Corporal position, a Police Officer First Class who has been injured in the line of duty as determined by the Police Chief or his/her designee shall have the years of service as a Police Officer First Class waived for the period of time that the Police Officer First Class was absent from duty because of the line of duty injury.

However, the Police Officer First Class must have returned to work and be able to perform the full duty of a Police Officer First Class and Corporal in order to be non-competitively promoted to Corporal.

- (d) In each year of the Agreement on the employee's anniversary date as described in Section 10.11 of this agreement, he/she shall receive a four and one quarter percent (4.25%) increase in pay (merit/step) not to exceed the maximum for the grade for an overall rating of satisfactory on the employee's Performance Planning and Appraisal Report effective the closest pay period to the employee's anniversary date.
- (e) Notwithstanding subsection (d) above, the merit/step pay advancement for Fiscal Year 2010 shall be three percent (3%).
- (f) The inclusion of subsection (d) and (e) above shall not operate to prejudice either party's respective positions as to the history of negotiations concerning the merit/step pay advancements and the ability to negotiate the amount of merit/step pay advancements in subsequent Memoranda of Agreement between Anne Arundel County and the Fraternal Order of Police, Lodge 70.
- (g) 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 10.4 – Overtime Compensation

- (a) **Overtime.** When an employee is requested to work in excess of the employee's regularly-scheduled work day, the employee shall receive one and one-half (1.5) times his/her regular rate of pay for all hours actually worked in excess of his/her regularly-scheduled work day.
- (b) **Overtime for Schedule Changes.** An employee shall be entitled to overtime when his/her individual work schedule is changed with less than seventy-two (72) hours of advance notice, except for changes effected in response to situations deemed by the Police Chief (or his/her designee) to be emergencies. In the event that an employee receives less than seventy-two (72) hours of advance notice under non-emergency circumstances, he/she shall be entitled to overtime for all hours falling outside of his/her individual work schedule.
- (c) **Compensatory Leave Credit.** Employees who so request may receive overtime in the form of compensatory leave credit at a rate of one and one-half (1.5) times all hours due under either Section 10.4(a) or Section 10.4(b) in lieu of a cash payment. Once requested, however, decisions as to whether an employee will receive overtime pay or compensatory leave credit shall be made by the employee's most immediate non-bargaining-unit Supervisor in the sole exercise of that Supervisor's discretion.

As provided by the FLSA, employees may accrue no more than four hundred and eighty (480) hours of compensatory leave credit (representing three hundred and twenty (320) hours of overtime work). Upon attaining a balance in excess of four hundred and eighty (480) hours of compensatory leave credit, an employee shall receive overtime pay for all additional overtime hours until his/her compensatory leave credit balance falls below four hundred and eighty (480) hours. During the term of this Agreement, employees may elect one of the following options: 1) a one time payout in cash, in the second pay period in each Fiscal Year (including the second pay period in July, 2007), of up to two hundred and

forty (240) hours of unused accrued compensatory leave (with the balance of unused hours up to the 480 hour-limit rolling over); or 2) to roll over all unused accrued compensatory leave, up to the 480 hour-limit.

An employee who has accrued Compensatory Leave credit shall be permitted to use such Compensatory Leave credit within a reasonable period of making the request. A reasonable period is defined as at least seven (7) days in advance of the use of Compensatory Leave credit. Requests to use Compensatory Leave credit with at least seven (7) days notice will be granted up to one position below acceptable staffing levels. Requests made to use Compensatory Leave credit with notice of six (6) days or less may be denied at the discretion of the Police Department if it causes staffing levels to drop below acceptable staffing levels. The Extended Leave Selection Process as outlined in Department Index Code 701.A, Section IV(B), for the affected calendar year must have taken place before the short term use of Compensatory Leave credit as outlined herein.

- (d) **Compliance with Fair Labor Standards Act.** Unless otherwise addressed by this Article, County and Lodge retain all rights with respect to the payment or treatment of overtime pay and compensatory leave credits as authorized by the Fair Labor Standards Act.

Section 10.5 – Acting Out of Class Pay

An employee who has completed his/her probationary period, and who is temporarily assigned to work in a classification in a higher pay grade than his/her regular classification for a period in excess of one (1) regular work day, shall be paid for all hours worked in such higher pay grade at either five percent (5%) above the employee's regular pay rate or the minimum rate for the higher pay grade, whichever is greater.

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 10.7 – Shift Differential Pay, shall be entitled to both the Acting Out of Class Pay and the Shift Differential premium provided for in Section 10.7 for the same hours worked.

Section 10.6 – Court and Call-In Pay

- (a) Except as provided in paragraph (b), an employee who is required to attend a morning or afternoon session of court in the course of County business shall receive either a minimum of three (3) hours pay for each session, or compensatory leave credit, at the appropriate overtime rate, or the actual number of hours worked at the appropriate overtime rate, whichever is greater, for: (i) all hours worked on a scheduled off day; or (ii) all hours not contiguous to his/her individual work schedule.
- (b) In addition to any pay received under paragraph (a), an employee who is required to attend a second morning court session shall also receive a minimum of two (2) hours pay, or compensatory leave, at the appropriate overtime rate, or the actual number of hours worked at the appropriate overtime rate, whichever is greater, for attendance at the second morning court session. Compensation as described herein applies to (i) all hours worked on a scheduled off day; or (ii) all hours not contiguous to an employee's individual work schedule.
- (c) An employee who is required to attend court in the course of County business during hours outside of his/her individual work schedule, but who is allowed (by an appropriate officer of the court) to be "on-call", i.e., to be accessible by telephone and able to report to court

within one (1) hour, shall receive two (2) hours pay, or compensatory leave credit, at the appropriate overtime rate.

An employee who is allowed to be “on-call,” but who instead chooses to attend court, or who is subsequently called to report to court, shall be paid in accordance with paragraph (a) and (b) of this Section and shall not be paid the “on-call” pay provided in paragraph (c) of this Section. In such event, an employee shall be paid according to paragraph (a) and (b) of this Section for all hours starting with the time the employee was allowed to be “on-call.”

- (d) An employee who is required to work (for purposes other than court appearances) shall receive either a minimum of four (4) hours pay at the appropriate regular rate or the actual number of hours worked at the appropriate overtime rate, whichever is greater, for: (i) all hours worked on a scheduled off day; or (ii) all hours not contiguous to his/her individual work schedule.
- (e) An employee who is required to attend: (i) a work related court hearing, (ii) a work related MVA hearing, (iii) a work related deposition, or (iv) a work related meeting with the State’s Attorney’s Office or the U.S. Attorney’s Office which has been pre-approved by the Chief of Police or his/her designee, shall receive either a minimum of three (3) hours pay, or compensatory leave credit, at the appropriate overtime rate, or the actual number of hours worked at the appropriate overtime rate, whichever is greater, for: (i) all hours worked on a scheduled off day; or (ii) all hours not contiguous to his/her individual work schedule. In the event that this court preparation minimum time overlaps with a scheduled court time, only one minimum will apply.

Section 10.7 – Shift Differential Pay

- (a) Any employee required to work on a shift where the majority of his/her regularly-scheduled hours are worked after 3:00 p.m. and before 11:00 p.m. shall be entitled to a night shift differential of eighty cents (\$.80) per hour for each hour, or portion thereof, actually worked between those hours, excluding overtime.
- (b) Any employee required to work on a shift where the majority of his/her regularly-scheduled hours are worked after 11:00 p.m. and before 7:30 a.m. shall be entitled to a night shift differential of one dollar and twenty cents (\$1.20) per hour for each hour, or portion thereof, actually worked between those hours, excluding overtime.

Section 10.8 – Field Training Allowance

An employee recognized by the Police Department as a Field Training Officer who is properly assigned to and actually furnishes field training to probationary Police Officers during the course of a contract (i.e., Fiscal) year shall receive a field training allowance of seventeen dollars (\$17.00) per day (or portion thereof) worked as a Field Training Officer.

Section 10.9 – Training Programs

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

Section 10.10 – Overtime Duplicating and Pyramiding

Except as described in Sections 10.5, 10.13 and 10.14, 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 Article are applicable to time worked by an employee, said employee shall be paid at the highest rate specified in any one such applicable provision. However, said employee shall not be entitled to additional pay under any other such provision(s).

Section 10.11 – Progression Through the Pay Schedule

- (a) Employees shall progress through the Pay Schedules in Appendix I on their respective anniversary date in accordance with Section 10.12 – Merit/Step Pay Advancements and Appendix I. In each year of this Agreement on the employee's anniversary date as described in this section, he/she shall receive a four and one quarter percent (4.25%) merit/step pay advancement not to exceed the maximum for the grade for an overall rating of satisfactory on the employee's Performance Planning and Appraisal Report effective the closest pay period to the employee's anniversary date.
- (b) Notwithstanding subsection (a) above, the merit/step pay advancements for Fiscal Year 2010 shall be three percent (3%).
- (c) The inclusion of subsection (a) and (b) above shall not operate to prejudice either party's respective positions as to the history of negotiations concerning the merit/step pay advancements and the ability to negotiate the amount of merit/step pay advancements in subsequent Memoranda of Agreement between Anne Arundel County and the Fraternal Order of Police, Lodge 70.
- (d) Employees shall receive merit/step pay advancements as provided in §6-1-207 of the County Code. Effective July 12, 2007, except for Section 10.12(c), a current employee's anniversary date for the purpose of merit/step 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 Section 10.12(c), 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.

Section 10.12 – Merit/Step Advancements

- (a) Employees who achieve a satisfactory performance review shall receive merit/step pay advancements in accordance with Appendix I and §6-1-207.
- (b) An employee who has been injured in the line of duty as determined by the Police Chief or his/her designee shall have the eight-month service requirement for a performance review waived for the period of time that the employee was absent from duty because of the line of duty injury. In such event, any pay advancement for overall satisfactory performance will be effective on the closest pay period after the employee returns to full duty. The employee's anniversary date for future pay advancement is not affected and remains the same.

- (c) An employee's anniversary date for the purpose of merit/step pay advancements will change if the employee receives an overall rating of unsatisfactory. Such employee shall not receive a merit/step 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/step pay advancement 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/step pay advancement determined by his/her Overall Rating, effective as of the second ninety-day review. At the discretion of the Police Chief, 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 future merit/step 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 merit/step pay advancement under the applicable provisions of §6-1-207 of the County Code.

- (d) An employee may grieve only 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 twenty (20) work days after his/her receipt of such Overall Rating." The PPA form is subject to the approval of FOP, Lodge 70.

Section 10.13 – Flight Pay Premium

Any member of the bargaining unit who is licensed to operate either a fixed wing or rotary aircraft and who is assigned to the aviation unit of the Department shall receive premium pay in the amount of three percent (3%) of the employee's regular rate of pay. Flight Pay shall be received in addition to other premium pays listed in this Article and shall be excluded from the prohibitions detailed in Section 10.10.

Section 10.14 – On-Call Pay

An employee who is assigned to on-call status by the Police Chief shall receive thirty-three dollars (\$33.00) for each day that the employee is assigned to on-call status.

On-Call Pay shall be received in addition to other premium pays listed in this Article and shall be excluded from the prohibitions detailed in Section 10.10.

Section 10.15 – Daylight Savings Pay

Any employee who is required to and actually works a shift where regularly scheduled hours require them to work an additional hour of time to compensate for the adjustment to standardized time to complete their shift shall be entitled to overtime or compensatory time at the appropriate rate for the additional hour actually worked during that shift.

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	0.83 (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. Employees may carry over thirty-five (35) days of annual leave into the next pay period calendar year in accordance with §6-1-302(d)(2).
- (c) In addition to the annual leave provided in Section 11.1(a) all employees shall receive fifteen (15) days of 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) Procedures governing disability leave shall be in accord with §6-1-303 of the County Code.
- (c) Employees shall 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, 2009 through June 30, 2010: shall be entitled to two (2) days of paid administrative leave.

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

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

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

Section 11.3 – 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 stand 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

An employee 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 his/her regularly-scheduled work day.

Section 11.5 – 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 prior to July 1, 2004, shall be entitled to leave with pay for all regularly scheduled work days that he/she is required to perform emergency civilian or military duties after July 1, 2004.

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 on or after July 1, 2004, 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. Notwithstanding the above, such employees shall continue to receive any other County benefits being provided to employees covered by this bargaining agreement. 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.

Section 11.6 – Military Leave

An employee who is 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 he/she offers valid proof of such military service. A copy of such employee's military orders must be submitted to County's Personnel Officer by the employee requesting such leave. In no event, however, shall such leave exceed a maximum of twenty (20) regularly scheduled work days per year.

Section 11.7 – Funeral Leave

In the event of a death in his/her immediate family, an employee 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.

Immediate family shall include only the following: spouse, child, step child, brother, brother-in-law, step brother, sister, sister-in-law, step sister, parents, stepparent, foster parent, parents-in-law, step parent-in-law, grandparents, grandparents-in-law, grandchildren, or guardians. Upon County's request, employees shall furnish proof of death and relationship.

An employee may be granted two (2) additional days leave at the discretion of the Police Chief (or his/her designee). Such additional leave shall be charged to disability leave.

Section 11.8 – Leave Forms

All leave forms required by this Article shall be signed by the Police Chief (or his/her designated representative).

Section 11.9 – Annual Leave Schedule

Procedures governing the scheduling of annual leave shall be in accord with the Anne Arundel County Police Department General Order 91-14 or any subsequent amendment or modification.

Section 11.10 – 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.

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 eight (8) hours on that same calendar day is entitled to eight (8) hours of administrative leave with pay on an alternate work day in addition to straight time wages for hours worked.

When the County delays opening of offices on a 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 his or her regular shift on that same calendar day is entitled to administrative leave with pay on an alternate work day in the amount of the hours that the County delayed opening, in addition to straight time wages for hours worked.

When the County closes offices early on a 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 his or her regular shift on that same calendar day is entitled to administrative leave with pay on an alternate work day in the amount of the hours that the County closed early, in addition to straight time wages for hours worked.

The paid administrative leave granted under this Section is forfeited if not used within twelve (12) months of the said closure, delayed opening or early closing of offices.

Any hours worked beyond the regularly scheduled eight-hour shift shall be compensated in accordance with Article 10 of this Agreement.

Article 12

Pension Plan and Retired Members

Section 12.1 – Pension Plan

- (a) County shall provide a pension plan for employees covered by this Agreement in accord with Article 5, Title 5 (Police Service Retirement Plan) of the County Code.
- (b) Upon completion of twenty (20) years of actual service with the Police Department as a member of the Police Service Retirement Plan, an employee shall be entitled to a pension credit without cost of up to a maximum of three (3) years of active duty military service. Credited years under this Section (Section 12.1(b)) shall be treated as if they were years of

service to County. Amounts creditable shall be based upon minimum three (3) month increments at one-half percent (.5%) for each three (3) month period credited.

- (c) Neither County nor Lodge shall introduce or support legislation to decrease benefits provided by the Police Service Retirement Plan (as described in Article 5, Title 5 of the County Code) for the Duration (see Section 20.1) of this Agreement.
- (d) The County agrees that the following provisions shall be part of the pension plan referenced in (a):
 - (i) Provide service credit for disability leave in excess of the 70 percent cap;
 - (ii) Provide service credit for military service in excess of the 70 percent cap;
 - (iii) Include disability leave as eligibility criteria for pension benefit;
 - (iv) Change the former COLA index to the new COLA index to provide for consistency;
 - (v) Review and simplify disability pension administration in return for a different basis for payment of the disability pension benefit.
 - (vi) Article 5, Title 5, Section 204(a)
 - (a) (1) This sub-section applies to a participant who has a surviving spouse at the time of the participant's death.
 - (2) Pension benefits shall be paid:
 - (i) To the participant during the participant's lifetime;
 - (ii) On the participant's death, if the spouse survives, to the spouse commencing on the first day of the month coinciding with or next following the participant's death and ceasing as of the spouse's date of death; and
 - (iii) On the death of the surviving spouse, if there are surviving unmarried minor children of the participant, to the children commencing on the first day of the month coinciding with or next following the spouse's death.
 - (viii) Article 5, Title 5, Section 206(c)(1) and (2)
 - (c) (1) The death benefit shall be paid to the surviving spouse on a monthly basis commencing on the first day of the month coinciding with or next following the participant's death and ceasing as of the spouse's date of death.
 - (2) If the surviving spouse dies, or if there is no surviving spouse but there are one or more surviving unmarried minor children, the death benefit shall be paid to the children in equal shares, on a monthly basis, commencing on the first day of the month coinciding with or next following the spouse's death, or the participant's death, as applicable, with the benefit to each child ceasing when the child attains the age of 18 years or marries, whichever occurs first.

- (e) The County agrees to provide and support legislation for introduction as soon as possible after July 1, 2007, but no later than August 1, 2007, to delete §5-5-205(d)(4) of the Anne Arundel County Code. This deletion will eliminate the reduction of a participant's disability retirement pension due to earnings that may be received from gainful employment.
- (f) The County agrees to provide and support legislation for introduction as soon as possible after July 1, 2007, but no later than August 1, 2007, to amend Article 5, Title 5 of the Police Service Retirement Plan to reduce the participant contributions to the pension plan for employees covered by this agreement from six percent (6%) to five percent (5%) of the participant's annual basic pay in each calendar year, or portion of a calendar year while the employee is an active participant in the plan. The reduction in contribution rate from six percent (6%) to five percent (5%) shall take effect when the legislation is enacted.

Section 12.2 – Retirement Health Benefits

All employees employed as of July 1, 1984, and thereafter, shall be entitled (upon retiring from the Police Department) to payment for eighty percent (80%) of the cost for County's hospital, board, surgical, and major medical benefits as of the time of retirement, provided such employees meet the eligibility provisions of County's current health benefits maintenance program for retired personnel. The eligibility provisions of County's current health benefits maintenance program for retired personnel shall remain applicable to Lodge unless modified by a successor Agreement.

Section 12.3 – Deferred Retired Option Program

The County shall provide a Deferred Retirement Option Program (DROP) in accordance with Article 5, Title 1 of the County Code and Appendix IV of this Agreement. The Lodge agrees not to contest legislation submitted by the County to amend Article 5, Title 1 to enact an interest rate which provides an effective annual yield of 4.25% for participants who enter DROP after June 30, 2009.

Section 12.4 – Lodge/Management Pension Committee

A Committee will be created no later than September 1, 2007 to analyze pension issues raised at negotiations, as well as other issues regarding pension, to include any actuarial costing studies needed to complete a full analysis. Within reason, the cost of such actuarial studies will be paid by the County. The Committee shall be composed of four (4) members: two (2) to be appointed by the Lodge; and two (2) to be appointed by the County. The Committee shall report its analyses and costs for the various pension issues to the Personnel Officer no later than July 1, 2008.

Section 12.5 – Property Tax Credit for Disabled Officers or Surviving Spouse

The County agrees to introduce and support legislation that would grant a property tax credit as provided under §9-210 of Maryland's Tax-Property Code.

Article 13 **Insurance Coverages**

Section 13.1 – Health Insurance

- (a) The County shall provide a group health, optical and dental insurance plan. The cost of each employee's benefits shall be shared by the County and the employee. The County's share of the health insurance premium for the non-HMO plan is eighty (80) percent of the

health insurance premium and the employee's share for the non-HMO plan is twenty (20) percent. The County's share of the health insurance premium for the HMO plan(s) is ninety (90) percent and the employee's share for the HMO plan(s) is ten (10) percent.

Should County plan to modify or change any health insurance plan from what it offered for current employees and their dependents in Fiscal Year 2007, it shall still offer plans that are comparable to those in effect in Fiscal Year 2007.

- (b) Any employee opting for no coverage shall, upon receipt by County of evidence of other applicable health insurance coverage, receive the sum of five hundred and forty-six dollars (\$546) prorated over each pay period in the (health insurance coverage) plan year.
- (c) Lodge recognizes and acknowledges County's right to change insurance carriers or to self-insure any portion of the health insurance coverage referred to in this Section, provided that the level of benefits provided by this Section is maintained. Lodge recognizes and acknowledges County's right to consolidate employee groups into a single, unitary health insurance group.

Section 13.2 – Life Insurance

- a) County shall continue to provide life Insurance coverage (in the amount of \$10,000) at no cost to employees.
- b) In the event an employee is killed in the line of duty, the County shall pay the named beneficiary an amount equal to the annual pay of the deceased employee. If the employee is acting out of class at the time he/she is killed in the line of duty, the County shall pay the named beneficiary an amount equal to the annual pay of the classification in which the officer was acting and paid at the time of death.
- c) The County shall permit each employee to make a designation of beneficiary.
- d) This benefit shall not be an offset against worker's compensation benefits within the meaning of the Maryland Annotated Code, Labor and Employment, §9-610.
- e) Employees shall have the option of purchasing supplemental life insurance by means of the same enrollment guidelines and premium rates as non-represented County employees, up to a maximum of \$400,000 at no additional cost to the County.

Section 13.3 – Burial Expenses

In the event a Police Officer is killed in the line of duty, County shall pay the costs of burial up to a maximum of fifteen thousand dollars (\$15,000).

Section 13.4 – Civil Liability Coverage

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

Article 14
Allowances

Section 14.1 – Uniforms and Equipment

All uniforms and equipment, both initial issue and promotional, are set forth in Appendix II of this Agreement. In the event that the uniforms or equipment detailed in Appendix II are damaged through no fault of the employee, become worn through normal use, or are determined to be unsafe by the Police Chief, such uniforms or equipment shall be replaced at no cost to the employee.

Section 14.2 – Plain Clothes Allowance

County shall pay a plain clothes allowance of five hundred and fifty dollars (\$550.00) per year to be paid on the first full pay period following July 1 of each fiscal year. If an employee becomes eligible for the plain clothes allowance after the start of a fiscal year, County shall pro-rate the plain clothes allowance in increments of one twenty-sixth (1/26) of five hundred and fifty dollars (\$550.00) and pay the pro-rated plain clothes allowance to the employee on the first full pay period following the date on which the employee became eligible.

Section 14.3 – Uniform Cleaning Allowance

County shall pay a uniform cleaning allowance of five hundred dollars (\$500) per year to be paid in twenty-six (26) equal installments effective the first full pay period following July 1, 2001.

Section 14.4 – Service Weapons Allowance

County shall pay a service weapons allowance of seven hundred and eighty dollars (\$780.00) per year to be paid in twenty-six (26) equal installments effective the first pay period following July 1, 2007.

Section 14.5 – Physical Fitness Incentive Allowance

In each year of this Agreement, County shall pay a physical fitness incentive allowance of six hundred and fifty dollars (\$650) to be paid in twenty-six (26) equal installments effective the first full pay period on or after July 1st of each year to encourage participation in physical fitness activities such as gym memberships, wellness programs, smoking cessation, purchase of physical fitness equipment, etc.

Article 15
Lodge Affairs

Section 15.1 – Bulletin Boards

County agrees to provide bulletin boards for Lodge at each Police Station for the purpose of allowing Lodge to inform its membership of official Lodge business, Lodge meetings, Lodge recreational and social affairs and such other events to which County and Lodge may mutually agree. All bulletin board postings shall be signed by an officer of Lodge. Copies of all such postings shall be submitted to the Police Chief (or his/her designee) prior to posting. Postings shall not violate those criteria generally applicable to the posting of notices on County property.

Section 15.2 – Lodge Visitation

With the permission of County's Personnel Officer, representatives of the National Lodge shall have reasonable access to County premises for the purpose of conferring with County or with Lodge Representatives involved in the administration of this Agreement. Such permission shall not be unreasonably withheld by County, but it shall not be granted at times when it would interfere with the effective operation of the Police Department.

Section 15.3 – Negotiations

Up to six (6) employees designated by Lodge shall be granted leave with pay for meetings at times mutually agreed to by County and Lodge for the purpose of negotiating a successor Agreement to this Agreement.

Section 15.4 – Membership Meetings

Employees elected or appointed to Lodge offices as President, Vice President, Corresponding Secretary, Recording Secretary, Treasurer, State Trustee, Guard, Chaplain, Conductor and appointed District Representatives shall be granted leave with pay for up to a maximum of six (6) hours per calendar month to attend regular Lodge and Board of Directors meetings, provided that such leave does not interfere with the efficient operation of the Police Department as determined by the Police Chief.

Section 15.5 – Lodge President

During this Agreement, the Lodge President shall be given an assignment that ensures reasonable time to conduct Lodge business. Ordinarily, this assignment will be on the day shift. When the Lodge President conducts Lodge business outside of his/her normal tour of duty, the Lodge President shall not be compensated by County, unless directed to carry out such duties by County or the Police Department.

Lodge President shall be granted unlimited leave for Lodge business at the discretion of the Police Chief. Approval of such leave will not be unreasonably denied.

If a change of assignment was effected in order for an individual to serve as Lodge President, every effort shall be made to return that individual to his/her previous assignment upon such individual's withdrawal or removal from Lodge's Presidency. Should such a return to a previous assignment not be practicable, the Police Chief and the former Lodge President shall mutually agree to the former Lodge President's assignment.

If the Lodge President is absent on approved leave for a period of more than three (3) consecutive days, the Lodge President may designate in writing to the Police Chief a Lodge Board Member who shall act as Lodge President in his/her absence. During the Lodge President's absence, the Lodge Board Member so designated shall be granted leave as needed for Lodge business at the discretion of the Police Chief. Approval of such leave will not be unreasonably denied.

Section 15.6 – Lodge Business

County shall grant up to an aggregate maximum of one hundred (100) days of leave with pay in each year of this Agreement to employees scheduled to attend conferences, seminars and conventions or to deal with matters affecting Lodge.

Permission to use leave with pay under this Section shall be considered by the Police Chief upon receipt of a written request from Lodge's President specifying the person(s) requiring leave, the amount of leave required and the purpose of such leave.

Permission to use leave with pay under this Section shall not be unreasonably withheld by County, but it shall not be granted at times when it would interfere with the efficient operation of the Police Department.

Article 16 **Safety and Health**

Section 16.1 – Safe Working Conditions

County and Lodge agree to cooperate to the fullest extent in the promotion of safety in the Police Department.

County shall insure that all pool vehicles shall pass a Maryland State motor vehicle inspection on an annual basis.

Section 16.2 – Safety Committee

A Safety Committee comprised of six (6) members (three (3) of whom shall be appointed by Lodge from among the employees covered by this Agreement; and three (3) of whom shall be appointed by County) shall be established. The Safety Committee shall meet monthly for the purpose of promoting safety, unless less frequent meetings are mutually agreed to by County and Lodge. Minutes of all meetings shall be forwarded to the Police Chief and Lodge President.

Article 17 **Rules and Regulations**

Section 17.1 – Revision of Rules and Regulations

All employees shall be provided with a copy of current rules, regulations and orders. County agrees to notify Lodge of, and to discuss with Lodge, any amendments to the (County) Office of Personnel's rules and regulations which affect employees within the unit, provided that a grievance challenging any such amendments may be filed under Article 6 (Grievance Procedure) of this Agreement if such amendments are in conflict with an express provision of this Agreement.

Article 18 **County Personnel Practices**

Section 18.1 – Personnel File

- (a) 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. Employees shall have the right to obtain copies of the materials in their individual personnel file. The County may fix a reasonable copy charge if the copies exceed 20 pages.
- (b) A copy of any item placed in an employee's Police Department personnel file shall be furnished to the subject employee by the Police Chief (or his/her designee) within three (3)

work days after any such item has been forwarded to an employee's personnel file maintained at the Police Department's Personnel Section.

Section 18.2 – Copies of Agreement

Within sixty (60) calendar days of the effective date of this Agreement, County shall provide sufficient copies of this Agreement to Lodge for distribution to all employees within the unit.

Section 18.3 – Disciplinary Procedures

- (a) County shall not schedule any Trial Board proceedings sooner than thirty (30) calendar days after notification to or receipt by the accused employee of the formal charges and those materials that are required by Article 27, Section 728(b)(5)(III) of the Annotated Code of Maryland (i.e., the Law Enforcement Officers' Bill of Rights) or any successor provisions or amendments contained in such law.

On request, the same materials shall be provided to employees who have been offered summary punishment.

In either event, an employee must execute the confidentiality statement required by the Law Enforcement Officers' Bill of Rights.

- (b) Employees who stand accused of a disciplinary offense before a one (1) member Trial Board shall be allowed two (2) pre-emptory challenges to the member assigned to such Trial Board. However, such pre-emptory challenges must be exercised within twenty (20) calendar days after receipt of the initial notice of the Trial Board's member by the accused employee, provided that the name of any substitute Trial Board member is furnished to the accused employee within three (3) calendar days (excluding the holidays listed in §6-1-301 of the County Code) of the accused employee's most recent pre-emptory challenge.

With the exception of the chairperson of a Hearing Board who is appointed by the Chief of Police, all members of the Police Department designated to sit on a Departmental three (3) member hearing board shall be selected by rank from two blind random lottery drawings. One random pool shall consist of Police Officers, Police Officers First Class, and Police Corporals, and the other random pool shall consist of Police Sergeants.

No person may be included in the process of selection who is: (a) involved in the investigation of the accused employee; (b) whose primary assignment is in the same district or physical facility as the accused; (c) currently under formal investigation for any matter; or (d) currently on probation. Persons who are still eligible after consideration of (a)-(d) and whose names are randomly drawn from a pool will be asked the questions listed below and will be stricken from further consideration if any answer is in the affirmative. The names of those police employees whose responses result in a strike will be made available to the accused officer and/or the FOP President or his/her designee upon request as soon as the final Board membership is completed. Persons drawn from the random pool will be asked:

- (i) Is the individual related to the officer in the situation?
- (ii) Is the individual related in any way to the situation itself?
- (iii) For good reason is the individual not available?
- (iv) Is there good reason that the individual feels he or she cannot be objective?

The accused employee and the Chief, or his/her designee, shall each be allowed three (3) pre-emptory challenges with regard to the random lottery draws in a case. In addition,

the employee shall have no more than two (2) pre-emptory challenges to use to strike an appointed chairperson of the Hearing Board. Pre-emptory challenges as provided in this paragraph must be exercised within five (5) calendar days after receipt by the accused employee and his/her legal representative of the initial notice of the Hearing Board. The first pre-emptory challenge will be made by the accused employee, followed by the Chief, or his/her designee, and continue in an alternating manner until the process is complete. The accused officer and the Chief, or his/her designee, will each have two (2) business days (excluding the holidays listed in §6-1-301 of the County Code) to decide on the next pre-emptory challenge after receipt by the accused employee and his/her legal representative of the revised Hearing Board membership.

- (c) Emergency suspension with or without pay may be imposed by the Police Department when it appears that the action is in the best interest of the public and the Police Department. Any Police Officer arrested and charged with a criminal offense, a serious traffic violation involving death or serious personal injury, and/or an act alleged or committed by such officer of such a nature that in the judgment of the appropriate superior officer, the interest and welfare of the public, the department, or the individual is best served by such action, such officer shall be immediately suspended from duty with pay. When an officer is charged with a criminal offense, said charge(s) shall be supported at least in part by the investigative findings of another law enforcement officer. Any employee suspended from duty with pay shall be given a suspension hearing promptly following the suspension from duty wherein a determination will be made at that time whether or not the member shall remain suspended with or without pay and/or placed on administrative duties. Suspension without pay may only be imposed in accordance with this Section and only in the case of an officer charged with a felony.
- (d) An employee shall have the option to pay an equivalent fine in lieu of suspension, provided the employee waives any applicable limitations as set forth in Article 27, Sections 727-734d, inclusive, of the Annotated Code of Maryland (i.e., the Law Enforcement Officers' Bill of Rights).

An employee may forfeit annual leave in lieu of suspension upon approval of the Police Chief.

- (e) An employee who has been notified of a disciplinary investigation by the Internal Affairs Unit shall, upon request, be furnished with the status of such disciplinary investigation.
- (f) An employee who has been notified of a disciplinary investigation by the Internal Affairs Unit shall, upon request, be advised of the disposition of such investigation within ten (10) calendar days of the final decision of the Commander of the Internal Affairs Unit. Employees who are on approved leave (as provided in Article 11 of this Agreement) shall be notified of such disposition by letter to their home address of record.
- (g) A Departmental hearing shall not be held for any employee who is charged with conduct that is also the subject of a criminal proceeding until such time as the criminal charges are settled prior to any appeal other than an appeal de novo to a Maryland Circuit Court. This sub-section does not apply to Departmental hearings regarding suspensions (with or without pay).
- (h) Any employee who is the subject of an investigation for any reason and is not chosen for promotion solely because of said pending investigation shall be considered for promotion for the next available vacancy, providing that said employee is acquitted of all charges.

- (i) If an officer is afforded the opportunity to waive his or her rights to a disciplinary hearing board under the Law Enforcement Officers' Bill of Rights and have the Chief issue punishment in lieu of said proceeding, then in that event, the Chief's authority shall be limited to the imposition of a maximum penalty of a ninety (90) day suspension without pay.

Section 18.4 – Eligibility Lists

During the term of this Agreement, vacancies shall be filled in accord with §6-1-106 Eligibility Lists of the County Code in effect on July 1, 2007, except for the following language:

- (a) Eligibility lists shall be prepared by the Personnel Officer upon written notice by the Police Chief prior to the expiration date of the established eligibility list. Eligibility lists shall be based on such written, performance, oral and/or other examinations as determined by the Personnel Officer. Candidates must be ranked on the eligibility list according to the descending order of their relative merit as determined by the appropriate methods of examination.
- (b) The Personnel Officer shall certify the names of the three persons standing highest on the eligibility list applicable to the position to be filled. In the event there are tied scores among those candidates that are eligible for certification, such that the number of eligible candidates exceeds the rule of three, those candidates with tied scores will be certified as well. In determining the ranking on the eligibility list, examination scores shall be rounded to the next nearest whole number. If there are two or more vacant positions to be filled from the same eligibility list, the Personnel Officer shall certify a number of names equal to the number of vacancies plus two.
- (c) Eligibility lists shall be considered as expired and without effect two years after the list is signed by the Personnel Officer, unless terminated earlier by the Personnel Officer. If an eligibility list is terminated earlier than two years after being signed, all persons on the eligibility list shall be notified by first class mail or e-mail of the termination.
- (d) The Personnel Officer may remove persons on an eligibility list for good cause, including refusal to accept appointment from an eligibility list or discharge, retirement, or resignation from the classified service.

Section 18.5 – Promotional Testing Committee

County and Lodge agree to the continuation of a Joint labor/management committee to study and provide further recommendations to improve the selection process for the Classification of Police Sergeant.

The committee shall continue to be comprised of five (5) members: two (2) members to be appointed by Lodge; two (2) members to be appointed by the Police Department; and one (1) member to be appointed by County's Office of Personnel.

The Committee shall convene no less than one hundred and fifty (150) calendar days prior to the anticipated date of the next written examination for the classification of Police Sergeant. The Committee shall prepare a written report of any recommendations no less than one hundred and twenty (120) calendar days prior to the next written examination and shall reconvene to critique the next selection process after its completion. The County shall provide a list of study materials to the individuals who are taking the written test one hundred twenty (120) calendar days prior to the next written examination.

Should the Promotional Testing Committee develop any unanimous recommendations in its report, due no less than one hundred twenty (120) calendar days prior to the next written examination, such recommendations shall be implemented, effective with all future selection processes for the classification of Police Sergeant.

Section 18.6 – Involuntary Transfers

Employees who are involuntarily transferred from one assignment to another shall, upon request, be furnished with the reason(s) for their transfer.

Section 18.7 – Disclosure of Personal Information

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

Section 18.8 – Leave Sharing

County shall continue a leave sharing program whereby employees may donate accrued annual leave and compensatory leave credit (as provided in Section 10.4(c) of this Agreement) and up to two days of disability leave per annum to other eligible County employees who have exhausted all forms of paid leave to which they are entitled and whose receipt of donated leave has been approved by their Appointing Authority. Should the County amend its leave-sharing program during the term of this Agreement, the bargaining unit shall be entitled to any benefits which accrue due to these changes.

Section 18.9 – Education Assistance

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

- (a) (1) A permanent, full-time employee who is in good standing is entitled to reimbursement of 100 percent of direct tuition cost for a grade of “A,” 75 percent of direct tuition cost for a grade of “B,” 65 percent of direct tuition costs for a grade of “satisfactory;” 50 percent of direct tuition cost for a grade of “C,” and 0 percent for any grade less than a “C” or “satisfactory” upon 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.
- (b) Reimbursement for direct tuition costs is limited to \$1200 for each employee in a fiscal year. Direct tuition costs do not include textbooks, laboratory fees, and other expenses.

Article 19
Preservation of Benefits

Section 19.1 – Preservation of Benefits

Unless otherwise addressed by this Agreement or other negotiated agreement, the following benefits presently enjoyed by employees shall be continued for the duration of this Agreement:

- (a) Current policy regarding personal patrol vehicles;
- (b) Current policy regarding use of uniforms and personal patrol vehicles in secondary employment upon approval of Police Chief;
- (c) Current policy regarding staffing of school events;
- (d) Current policy regarding administrative leave for Lodge President and Lodge Vice President to attend annual Fraternal Order of Police state/national convention;
- (e) Current policy regarding issuance of flashlight batteries;
- (f) Current policy regarding secondary employment;
- (g) Current policy regarding holidays;
- (h) Current policy regarding annual leave;
- (i) Current policy regarding disability leave;
- (j) Current policy regarding issuance of uniforms;
- (k) Current policy regarding issuance of firearms;
- (l) Current policy regarding issuance of officer-carried equipment;
- (m) Current policy regarding coverage under Workers Compensation; and
- (n) Current policy regarding recognition of previous vacation requests upon transfer.

Article 20
Duration of Agreement

Section 20.1 – Duration

This agreement shall become effective as of July 1, 2009, and shall continue in full force and effect until June 30, 2010. Thereafter, it shall be self-renewing for one-year periods, unless written notice of intention to terminate or modify this Agreement is given by either party (County or Lodge) to the other not later than January 15, 2010, or January 15th of any subsequent year.

Section 20.2 – Amendments

This Agreement may only be added to, amended or modified by a written document that is signed on behalf of the parties hereto (County and Lodge) and reached as the result of negotiations mutually agreed to by County and Lodge.

Section 20.3 – 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. County and Lodge shall then meet as soon as possible to negotiate such term or provision. 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 20.4 – 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 if required by the Annotated Code of Maryland, Labor and Employment Section 4-504. The parties shall act expeditiously and in good faith to implement all terms and conditions 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.

Section 20.5 – Wage Re-Opener

The County and the Fraternal Order of Police, Anne Arundel County Lodge #70 have reached an agreement with regard to wages and/or fiscal or economic items that shall become effective beyond Fiscal Year 2001. If the County fails to pay such increases as agreed upon between the parties, then, in that event, this Agreement shall be reopened and subject to the collective bargaining process solely with regard to wages and economic items.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives this ____ day of _____, 2009.

**Fraternal Order of Police
Anne Arundel County Lodge #70, Inc.**

Anne Arundel County, Maryland

O'Brien Atkinson, IV
President, Lodge 70

John R. Leopold
County Executive

Richard S. Colmus
1st Vice President

Andrea M. Fulton
Personnel Officer

Daniel B. Long
Recording Secretary

Jonathan A. Hodgson
County Attorney

Matt Snyder
Lodge Conductor

Julie T. Sweeney
Senior Assistant County Attorney

Roger Crawford
Eastern Representative

Greg Russell
Negotiating Team

Andrew E. Albach
Negotiating Team

Jeffrey Gibbs, Esquire
Lodge 70 Counsel