



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
Article 3 – Management Functions	3
Section 3.1 – Management Functions	3
Article 4 – No Strikes or Lockouts	3
Section 4.1 – No Strikes or Lockouts	3
Section 4.2 – Union Responsibility	3
Section 4.3 – Judicial Relief	3
Article 5 – Maintenance of Membership and Dues Deduction	3
Section 5.1 – Modified Agency Shop	3
Section 5.2 – Payroll Deduction Authorization	4
Section 5.3 – Union to Indemnify County	4
Article 6 – Grievance Procedure	5
Section 6.1 – Definition of Grievance	5
Section 6.2 – Grievance Procedure	5
Section 6.3 – Union Stewards	7
Section 6.4 – Time Limitations	7
Section 6.5 – Written Presentations	8
Section 6.6 – Grievance Meetings	8
Section 6.7 – Order of Presentation	8
Article 7 – Discipline and Discharge	8
Section 7.1 – Discipline	8
Section 7.2 – Suspension and Discharge	9
Article 8 – Seniority	9
Section 8.1 – Definition	9
Section 8.2 – Termination of Seniority	10
Section 8.3 – Seniority Roster	10
Section 8.4 – Vacancies/Eligibility Lists	10
Section 8.5 – Transfers	11
Section 8.6 – Layoff and Recall	11
Section 8.7 – Priority Employment	12
Article 9 – Hours of Work	12
Section 9.1 – Work Day	12
Section 9.2 – Regular Work Day	12

Section 9.3 – Work Week	12
Section 9.4 – Regular Work Week	12
Section 9.5 – Alternative Work Schedules	12
Article 10 – Wages and Premiums	13
Section 10.1 – Purpose of Article	13
Section 10.2 – Hourly Rate	13
Section 10.3 – Overtime Pay	13
Section 10.4 – Sixth and Seventh Day Premium	13
Section 10.5 – Training Hours	14
Section 10.6 – Overtime Assignment	14
Section 10.7 – Call-In Pay	15
Section 10.8 – Court Call-In	15
Section 10.9 – Night Shift Differential	16
Section 10.10 – Acting Out of Class Pay	16
Section 10.11 – Paid Meals	16
Section 10.12 – Break Periods	16
Section 10.13 – Stand-By	16
Section 10.14 – Overtime Duplicating and Pyramiding	17
Section 10.15 – Longevity Pay	17
Section 10.16 – Pay Advancements	18
Section 10.17 – Pay Schedule	19
Section 10.18 – Education Assistance	21
Article 11 – Leaves	22
Section 11.1 – Annual Leave	22
Section 11.2 – Disability Leave	23
Section 11.3 – Jury Leave	25
Section 11.4 – Court Leave	26
Section 11.5 – Civic Leave	26
Section 11.6 – Military Leave	26
Section 11.7 – Funeral Leave	26
Section 11.8 – Personal Leave	26
Section 11.9 – Leave Options	27
Section 11.10 – Leave Sharing	27
Section 11.11 – Overtime Compensation	27
Section 11.12 – Family Leave	27
Section 11.13 – Miscellaneous Leave	27
Article 12 – Holidays and Holiday Pay	28
Section 12.1 – Paid Holidays	28
Section 12.2 – Holiday Work	29
Section 12.3 – Overtime Compensation	29
Article 13 – Union Business	29
Section 13.1 – Union Visitation	29
Section 13.2 – Bulletin Boards	29
Section 13.3 – Union Office	30
Section 13.4 – Negotiations	30
Section 13.5 – Union Business	30

Article 14 – Safety and Health	30
Section 14.1 – Safe Working Conditions.....	30
Section 14.2 – Safety Committee	30
Section 14.3 – Preventive Maintenance.....	31
Section 14.4 – Uniforms	31
Section 14.5 – Uniform Cleaning Allowance.....	31
Article 15 – Personnel Rules and Regulations	31
Section 15.1 – Personnel Rules and Regulations.....	31
Section 15.2 – Class Descriptions.....	31
Section 15.3 – County Personnel Files	31
Section 15.4 – Departmental Personnel Files	32
Section 15.5 – Sexual Harassment Policy	32
Article 16 – Sub-Contracting	32
Section 16.1 – Sub-Contracting.....	32
Article 17 – Insurance and Pension	32
Section 17.1 – Health Insurance	32
Section 17.2 – Life Insurance	33
Section 17.3 – Pension.....	33
Article 18 – Miscellaneous Provisions	33
Section 18.1 – "6-3" Schedule	33
Section 18.2 – "4-10" Schedule	34
Section 18.3 – Memorialized Past Practices.....	34
Section 18.4 – Limit on Pay Decrease.....	34
Section 18.5 – Pension Oversight Commission – Financial Reports	34
Section 18.6 – Daylight Savings Time	34
Article 19 – Duration of Agreement	35
Section 19.1 – Effective Period	35
Section 19.2 – Amendments	35
Section 19.3 – Separability	35
Section 19.4 – Entire Agreement.....	35

- Appendix I – Classifications in Bargaining Unit*
- Appendix II – Step I Grievance Documentation Form*
- Appendix III – Pay Schedules*
- Appendix IV – Rate Schedules for Health Insurance Plans*

Memorandum Of Agreement

Between

Anne Arundel County

(Maryland)

And

Local 2563

Of The



American Federation Of State, County And Municipal Employees

AFL-CIO

(Affiliated with Maryland Public Employees' Council 67)

This Memorandum of Agreement is made and entered into by Anne Arundel County, Maryland (hereinafter referred to as County) and Local 2563 of the American Federation of State, County and Municipal Employees, AFL-CIO, affiliated with the Maryland Public Employees' Council 67 (hereinafter referred to as Union).

Witnesseth

In consideration of the mutual promises contained in this Memorandum of 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 sole and exclusive representative of the employees listed in Section 1.2 of this Article for the purpose of collective bargaining on wages, hours, and other terms and conditions of employment.

Section 1.2 – Unit Description

- (a) **Current Classifications.** The terms “employee” and “employees” shall refer to all permanent, i.e., “non-probationary”, employees occupying the classifications listed in Appendix I of this Agreement.

The term “part-time employees” shall refer to all employees who are normally scheduled to work less than twenty (20) hours per work week. Part-time employees shall receive only those economic benefits of this Agreement that specifically provide for such benefits to be given to part-time employees.

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

- (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.

- (c) Except as provided in sub-section (b) above, Union may introduce classifications not listed in Appendix I of this Agreement for consideration as additions to the bargaining unit. Any such classifications introduced for consideration shall share a “community of interest” as defined in §6-4-107(c)(2). Such classifications shall be included in this Article upon the mutual agreement of County and Union, and shall not be subject to Article 6 (Grievance Procedure) of this Agreement.

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

Section 1.3 – Probationary Employees

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

Article 2 Non-Discrimination

Section 2.1 – Non-Discrimination

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

Article 3
Management Functions

Section 3.1 – Management Functions

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

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 a specific provision of this Agreement.

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. 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

- (a) Employees hired prior to July 1, 1976, who, on the effective date of this Agreement, are members of Union in good standing in accord with Union’s Constitution and By-Laws, or who shall thereafter become such a member of Union, shall, as a condition of employment, maintain their membership in Union for the duration of this Agreement. However, during the fifteen (15) calendar day period prior to the expiration date of this Agreement, such employees may withdraw from membership in Union and pay a service fee to Union.
- (b) After employees hired on or after July 1, 1976, have completed their probationary periods, they shall be required as a condition of their employment, to either become a

member of Union in good standing in accord with Union's Constitution and By-Laws, or pay a service fee to the Union.

- (c) 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 to the fullest extent permitted by law.

In that regard, Union will base its determination of the service fee on an audit of its financial records, and on other documents describing Union's activities for bargaining unit members, and will be guided by the U.S. Supreme Court's decision in Chicago Teachers Union vs. Hudson, 475 U.S. 292 (1986), and by other relevant Federal and State court decisions, including Lehnert vs. Ferris Faculty Association, U.S. Supreme Court, No. 89-1217 (May 30, 1991).

- (d) Union 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 Union in lieu of membership dues.

County shall honor any reasonable request from Union to distribute and/or post materials which may be necessary to correctly administer service fee assessment and collection.

For purposes of administration of the service fee, the service fee shall be newly determined and posted no later than March 1st of any year. County shall at reasonable times and with reasonable frequency (no less than three (3) times a contract year) give Union a list containing the name, address and work location of each unit employee and identify those employees who have been newly hired.

- (e) Part-time employees will pay dues or a service fee that is one-half of the amount paid by other employees.

Section 5.2 – Payroll Deduction Authorization

Upon receipt of a signed payroll deduction authorization, County shall deduct, at each regular pay period, those initiation fees, regular monthly membership dues or 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 the anniversary date of said authorization.

Section 5.3 – Union to Indemnify County

Union 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. Union 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 the Maryland Public Employees' Council 67.

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 the Agreement, or a violation of the County Charter, County Code or other applicable law regarding employment.

Section 6.2 – 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 dealing with individual paycheck issues must be raised within twenty (20) work days following the date of the first paycheck received by the employee which included or did not include the pay change that is the subject of the grievance.

Grievances shall be processed as follows:

Step I

Verbal Notice to Immediate Supervisor

The grieving employee, along with his/her Union Steward, shall discuss the grievance with the grieving employee's most immediate non-unit Supervisor (i.e., the first Supervisor not included in the bargaining unit covered by this Agreement), provided that the grieving employee completes and signs a Step I Grievance Documentation Form (contained in this Agreement as Appendix II) and delivers said form to the Supervisor. Thereafter, the Supervisor shall attempt to resolve the grievance and shall orally respond to the grievance within five (5) work days after the documented discussion at Step I.

Step II

Written Grievance to Department Head

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

The grieving employee shall be responsible for documenting the timely receipt of his/her written grievance at Step II.

The Step II written grievance must be signed with the original signature of the grieving employee, and must be accompanied by a copy of the Step I Grievance Documentation Form that is contained in this Agreement as Appendix II.

Within ten (10) work days after receipt of the written grievance, the Department Head (or his/her designated representative) shall hold a meeting with the grieving employee, his/her Union steward and the Local Union President (or his/her designated representative). In the event that no resolution of the written grievance is reached during such meeting, the Department Head (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 Department Head (or his/her designated representative) shall issue a written answer to the written grievance within ten (10) work days after the mutual agreement to waive the Step II meeting.

The Step II written answer of the Department Head (or his/her designated representative) shall be mailed by U.S. Certified Mail to the grieving employee's home address of record. In addition, the Step II written answer shall be mailed by U.S. First Class Mail to the Local Union President and to the Council Representative.

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 appealing employee's receipt of the Step II written answer.

The appealing employee shall be responsible for documenting the timely receipt of his/her written appeal at Step III.

Within twenty (20) work days after receipt of the written appeal, County's Personnel Officer (or his/her designated representative) shall conduct a formal hearing with the appealing employee, the Local Union President (or his/her designated representative) and the Council Representative. In the event that no resolution of the written appeal is reached during such formal hearing, 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 hearing.

Upon the mutual agreement of County and Union, the Step III hearing 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 hearing.

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 employee's home address of record. In addition, the Step III written answer shall be mailed by U.S. First Class Mail to the Local Union President and to the Council Representative.

Step IVA
Written Appeal to Personnel Board

If the grievance is not resolved at Step III, a written appeal shall be filed with County's Personnel Board, provided that such written appeal is received by County's Personnel Board within ten (10) work days after the appealing employee's receipt of the Step III written answer.

The appealing employee shall be responsible for documenting the timely receipt of his/her written appeal at Step IV.

County's 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 County's Personnel Board shall be mailed by U.S. Certified Mail to the appealing employee's home address of record. In addition, the Step IV written answer shall be mailed by U.S. First Class Mail to the Local Union President and to the Council Representative.

Step IVB
Binding Arbitration

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

Section 6.3 – Union Stewards

Union shall have the right to appoint or elect Union Stewards from the employees of County. In no event, however, shall the number of Union Stewards exceed a ratio of one (1) Union Steward per thirty (30) County employees.

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 any such event, Union Stewards shall first receive permission to leave their jobs from their immediate non-unit Supervisor (i.e., the first Supervisor not included in the bargaining unit covered by 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 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 6.4 – Time Limitations

No grievance shall be entertained or processed under this Article unless it is submitted within the time limits set forth in Section 6.2. It is understood, however, that County and Union may mutually agree to extend any of the time limits provided in this Article.

If a grievance is not presented within the time limits set forth in Section 6.2 (or within the time limits mutually determined by County and Union), said grievance shall be deemed settled on 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 term "work days" shall refer to the days Monday through Friday, inclusive. Saturdays, Sundays and holidays (as detailed in Section 12.1(a) of this Agreement) shall not be considered "work days" for any purposes under this Article.

Section 6.5 – Written Presentations

Any written grievance submitted under this Article shall include the exact nature of the grievance; the facts giving rise to the grievance; the specific provisions of the Agreement or applicable law allegedly violated; and the desired corrective action. Grievances that are not completed according to this Section will be returned, along with oral or written direction with respect to the items that are not complete. The grievant will then be given five (5) work days from receipt of the returned grievance in order to return a completed grievance. Grievances that are not completed and returned within five (5) work days shall be deemed to be withdrawn.

Section 6.6 – Grievance Meetings

Grievance meetings conducted under Section 6.2 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. The grieving employee, appropriate Union representatives 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. Failure of the grievant to appear for any scheduled grievance meetings under Section 6.2 of this Article shall be grounds for dismissal of the grievance, unless the grievant is able to evidence sufficiently extenuating circumstances that prevented his/her appearance at the grievance meeting.

Section 6.7 – Order of Presentation

The order of presentation in all grievance hearings provided in Section 6.2 shall be as follows: For grievances resulting from disciplinary action, management shall be required to present its case first; for all other grievances the Union or employee shall proceed first. It is the intent of the parties that grievances be resolved in an informal manner at the lowest step possible. However, in the event a Step III formal hearing pursuant to Section 6.2 becomes necessary, the County and Union shall follow Title 4 – Hearing on the Merits, Section 4.1 through and including Section 4.3 of the Personnel Board Rules of Procedure in the conduct of such formal hearing.

Article 7 **Discipline and Discharge**

Section 7.1 – Discipline

Disciplinary actions for “just cause” shall be limited to oral reprimands, written reprimands, suspensions, demotions, and discharge. Disciplinary actions for “just cause” shall be issued by non-unit supervisors (i.e., supervisors not included in the bargaining unit covered by this Agreement).

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

Any employee who reasonably believes that an interview or meeting with supervisory personnel is calculated or likely to lead to disciplinary action may request the presence of a union representative at any such meeting.

Members of the bargaining unit shall not act as a hearing officer or otherwise impose disciplinary action in the form of counseling, reprimands, suspensions or termination against any member of the bargaining unit.

Section 7.2 – Suspension and Discharge

- (a) No employee, except a probationary employee, shall be discharged without first being suspended from work for a period of not less than five (5) work days. It is specifically understood that this provision requires a five (5) work day suspension immediately prior to discharge (as opposed to a separate five (5) work day suspension as a requirement of progressive discipline).

Employees who have been suspended pending discharge shall have a pre-discharge hearing conducted by their Department Head (or his/her designated representative). This pre-discharge hearing shall not be considered part of the grievance procedure; shall be conducted in accord with legal requirements; and shall allow for Union representation for the suspended employee.

The results of the pre-discharge hearing shall be mailed by U.S. Certified Mail to the suspended employee's home address of record. In addition, the results of the pre-discharge hearing shall be mailed by U.S. First Class Mail to the Local Union President and the Council Representative.

- (b) Written notice of disciplinary suspension shall be furnished in a timely fashion to the affected employee, the Local Union President and the Council Representative.
- (c) Any grievance regarding disciplinary suspension or discharge may be submitted directly to Step II of the grievance procedure, provided that it is raised within ten (10) work days of receipt of the written notice of disciplinary suspension or discharge. Such grievances shall thereafter be processed in accord with the procedures set forth in Article 6 (Grievance Procedure) of the Agreement.

If the affected employee, Union, Department Head and County Personnel Officer are all in agreement, grievances involving discharge may be submitted directly to Step III of the grievance procedure, provided that such grievances are raised within ten (10) work days of receipt of the written notice of discharge. Such grievances shall thereafter be processed in accord with the procedures set forth in Article 6 (Grievance Procedure) of this Agreement.

Article 8
Seniority

Section 8.1 – Definition

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

Section 8.2 – Termination of Seniority

An employee's seniority shall be terminated for the following reasons: (a) discharge for just cause, voluntary resignation or retirement; (b) failure to return to work within seven (7) consecutive scheduled work days after due notification of recall from layoff by County; 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 two (2) consecutive work days without notifying County shall be deemed discharged for just cause, unless such employee is able to evidence sufficiently extenuating circumstances that prevented notification.

Section 8.3 – Seniority Roster

County shall maintain and furnish Union with a seniority roster on a quarterly basis, noting date of hire and job classification.

Section 8.4 – Vacancies/Eligibility Lists

- (a) In the event there is a vacancy for a permanent position within the bargaining unit for which there is no eligibility list, or in the event County determines that an eligibility list must be established, County 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 13.2 of the 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 a written application to the County's Office of Personnel during the posting period.
- (c) Any bargaining unit employee may apply for a posting. County may fill a posting from outside the bargaining unit, only if an outside applicant possesses greater skill and ability than any current employees of County who applied for the posting. Prior to the creation of the initial eligibility list for a posted vacancy, an employee who has applied for the posted vacancy may update or add additional information to their application for the posted vacancy.
- (d) In determining eligibility and in selecting individuals for a posting, County will consider minimum qualifications and experience, relative qualifications and experience, skills, abilities, any requirements which must be met by an applicant prior to appointment, and work and performance records.
- (e) In order to be selected for a vacancy, a current employee of County must have completed his/her probationary period.

However, an employee who has not completed his/her probationary period shall be allowed to apply for a posting and, if qualified, shall be placed on the eligibility list. An employee so placed on the eligibility list shall not be placed on any certification list or considered for any vacancy until such employee has completed his/her probationary period.

- (f) In order to be selected for a vacancy, a current employee of County must have a Satisfactory Overall Rating on his/her most recent Performance Planning and Appraisal Form.

An employee who has received 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 considered for a posting pending the final disposition of his/her grievance.

Employees and probationary employees who have not received a Performance Planning and Appraisal Form that is due shall be deemed to have received a Satisfactory Overall Rating until the overdue Performance Planning and Appraisal is completed.

- (g) The eligibility list for vacancies shall afford employees who are on the priority employment list as defined in Section 8.7 with medical priority placement. Classified employees, contractual employees, and external applicants shall be considered equally only after the priority employment list.
- (h) In the event two (2) or more current employees of County are equally qualified for a posting, seniority shall determine rank on the eligibility list.

Section 8.5 – Transfers

County shall retain the right to transfer and reassign employees and to select the employee(s) to be transferred and reassigned. A transfer is the competitive or non-competitive administrative movement of an employee to a different classification in the same grade, to a different position with the same classification, or to a position on a different pay scale that has the same level of job responsibility as determined by the Personnel Officer. A reassignment is the non-competitive, intra- or inter-departmental movement of a position and its incumbent from one work location or assignment to another work location or assignment. County shall not transfer employees to avoid the payment of premium pay.

In determining who shall be transferred, County shall take the following into consideration: (a) the training, skills and abilities required for the position(s) to be filled; (b) the written request of any employees (within the same classification and department) seeking to voluntarily transfer; and (c) the seniority of any employees (within the same classification and department) required to involuntarily transfer.

In the case of an involuntary transfer resulting in an employee's loss of any economic benefit arising from his/her employment with County, Union and County shall discuss the transfer in advance of its implementation.

Section 8.6 – Layoff and Recall

In the event it becomes necessary to lay off 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.

Any employee whose job is abolished in the County Executive's Proposed Budget shall receive preliminary notice of layoff no less than fifty (50) calendar days prior to the anticipated date of layoff.

Section 8.7 – Priority Employment

When an employee is unable to perform his/her duties because of a mental or physical condition and has exhausted all forms of leave provided in Article 11 (Leaves) of this Agreement, he/she shall be discharged. In such event, the employee shall then be placed on the priority re-employment eligibility list for any posted Vacancies/Eligibility Lists (see Section 8.4 of this Agreement) at the same or lower grade for which he/she applies and meets the minimum qualifications.

Article 9 **Hours of Work**

Section 9.1 – Work Day

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

Section 9.2 – Regular Work Day

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

The “regular work day” of any employee who works a scheduled shift that begins in one “work day” and ends in another “work day” as defined in Section 9.1 will begin when the employee’s scheduled shift begins.

Section 9.3 – Work Week

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

Section 9.4 – Regular Work Week

A “regular work week” (except for those employees employed in a continuous operation) shall consist of forty (40) hours within the calendar week on five (5) consecutive regular work days.

Section 9.5 – Alternative Work Schedules

Nothing contained in this Article shall preclude County from establishing alternative work schedules. An Alternative Work Schedule is defined as any work schedules which are not in accordance with Section 9.4 – Regular Work Week, and Section 9.2 – Regular Work Day. A shift change which is in accord with Section 9.4 and Section 9.2 is not an alternative work schedule. It is recognized that such schedules may necessitate modification of the premium pay and related sections of this Agreement. Such changes shall be discussed in advance with Union. County shall consider Union’s recommendations regarding such changes, as well as stipulate the length of time associated with such changes.

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 Office or Department Head (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 pay. County's pay practices and procedures shall govern the calculation and computation of all pay.

Section 10.2 – Hourly Rate

- (a) "Hourly Rate" is defined as the rate per hour (as specified in Appendix III) for an employee's salary rate within the pay grade assigned to such employee's regular classification.
- (b) For employees in the classification of Booking Officer, the County agrees to continue, in accordance with current practice, to pay the Booking Officers on a salary basis, and to derive the salary by multiplying 2080 by the hourly rate for each Booking Officer's grade as listed in the County Code and this Agreement. The County shall continue to pay the Booking Officers in equal installments of one twenty-sixth ($1/26^{\text{th}}$) of their salary every two weeks, representing payment for 80 hours, plus applicable overtime and premium pay.

Section 10.3 – Overtime Pay

- (a) One and one-half (1.5) times an employee's hourly rate shall be paid for all hours worked in excess of eight (8) hours actually worked in a work day or in excess of forty (40) hours actually worked within the work week.
- (b) For employees in the classification of Booking Officer, 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.

All hours continuously worked beyond the regular work day shall be compensated at the applicable premium pay rate.

Section 10.4 – Sixth and Seventh Day Premium

An employee shall be paid one and one-half (1.5) times his/her hourly rate for all hours worked on the sixth (6^{th}) day of actual work within a work week (i.e., for actual work on his/her first regularly-scheduled day off within a work week).

An employee shall be paid two (2) times his/her hourly rate for all hours worked on the seventh (7^{th}) day of actual work within a work week (i.e., for actual work on his/her second regularly-scheduled day off within a work week).

An employee who is regularly and consistently scheduled to work six (6) or more days in the work week shall be paid one and one-half (1.5) times his/her hourly rate for all hours worked on the sixth (6^{th}) day of actual work within a work week, it being understood that such sixth (6^{th}) day shall be Saturday.

An employee who is regularly and consistently scheduled to work six (6) or more days in the work week shall be paid two (2) times his/her hourly rate for all hours worked on the seventh (7th) day of actual work within a work week, it being understood that such seventh (7th) day shall be Sunday.

Section 10.5 – Training Hours

County agrees to provide training to employees affected by the use or installation of any new equipment, machine, or computer. County also agrees to provide training relating to any new procedures implemented as the result of the use or installation of any new equipment, machine, or computer. Every attempt shall be made to schedule County-sponsored training programs during normal work hours. When this is not possible, an employee will be paid at his/her appropriate rate, straight time or overtime, for scheduled training hours, provided that such training is either required or approved by the employee's Department Head.

In the event that employees are required to take or give training on their scheduled day off or on time not appendage to their regular shift, the employee shall receive a minimum of four (4) hours pay.

Any employee that requests specific training on any job related subject that is denied the requested training, shall be provided with a written reason why he or she has been denied the requested training.

Section 10.6 – Overtime Assignment

- (a) If County deems that overtime work is required, it shall be distributed as equally as possible over the course of succeeding six (6) month periods commencing July 1, 1987, among employees who normally perform the work and who indicate a desire to perform such work by affixing their signature to a list created for that purpose. County shall offer overtime opportunities in reverse order of credited overtime hours. For the purpose of computing equalization of overtime, overtime hours will be credited to an employee for all hours actually worked and for all hours such employee would have worked had he/she not refused overtime. In no event, however, will County be required to offer overtime opportunities to an employee who refuses two (2) overtime opportunities during a six (6) month equalization period.
- (b) Any error in the distribution of overtime shall be adjusted through the priority offer of future overtime work opportunities.
- (c) In situations deemed by County to be emergencies, the Appointing Authority shall have the right to require overtime work (i.e., to keep an employee over in order to deal with the emergency or to direct an employee to report for work on an emergency assignment). Employees who refuse overtime work assigned under this paragraph will be subject to disciplinary action. Every reasonable effort will be made to secure qualified volunteers to relieve employees who are required to work mandatory overtime.
- (d) If County is unable to obtain qualified volunteers for non-emergency overtime work, the least senior qualified employees will be required to perform the work.
- (e) Employees who so request, in writing, may receive overtime in the form of compensatory leave credit at a rate of one and one-half (1.5) times all hours due under Section 10.3 –

Overtime Pay of the Memorandum of Agreement between Anne Arundel County and AFSCME, Local 2563 subject to paragraphs 2 and 3 below. Use of accrued compensatory leave shall be in accordance with Departmental procedures and should not be unreasonably denied unless the use of the compensatory leave unduly disrupts the operations of the Department.

Employees may accrue no more than forty-eight (48) hours of compensatory leave credit (representing 32 hours of overtime work). Upon attaining a balance of forty-eight (48) 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 forty-eight (48) hours.

If an employee is required to substantiate absences from work with a medical certificate in accordance with §6-1-303(h)(2) of the Anne Arundel County Code, he/she shall not be permitted to accrue compensatory leave credit until he/she is no longer required to provide such substantiation.

Section 10.7 – Call-In Pay

- (a) An employee directed by competent authority to report for work on an emergency assignment which is not contiguous to his/her regular work day shall be paid at the applicable hourly rate for all hours of work on such emergency assignment in any work day, but in no event shall the amount of pay under this Section be less than four (4) hours at the employee's hourly rate.
- (b) If the emergency assignment in (a) begins in one work day and ends in the next work day as defined in Section 9.1, the employee shall be paid at the applicable hourly rate for all hours of work on such emergency assignment, but in no event shall the amount of pay under this Section be less than four (4) hours at the employee's hourly rate.

Section 10.8 – Court Call-In

- (a) A Crime Scene Technician I, Crime Scene Technician II or Booking Officer who, in the course of County business, is directed by competent authority to attend court which is not contiguous to his/her regular work day shall be paid either a minimum of four (4) hours pay at the appropriate hourly rate or the actual number of hours worked at a required overtime rate, whichever is greater.
- (b) A Crime Scene Technician I, Crime Scene Technician II or Booking Officer who, in the course of County business, is directed by competent authority to attend court which is not contiguous to his/her regular work day, 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 at the appropriate overtime rate.

A Crime Scene Technician I, Crime Scene Technician II or Booking Officer 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) of this Section and shall not be paid the "on-call" pay provided in paragraph (b) of this Section.

In such event, an employee shall be paid according to paragraph (a) of this Section for all hours starting with the time the employee was allowed to be "on-call".

- (c) Employees required to use a private vehicle on official County business, with authorization by a supervisor shall be reimbursed for such use at the rate of \$.20 per mile or the rate set by County Code, whichever is greater.

Section 10.9 – Night Shift Differential

Employees who are required to work on a shift where the majority of their regularly scheduled hours are worked after 4:00 p.m. and before 9:00 a.m. shall be entitled to a night shift differential equal to seven percent (7%) of their regular rate.

Section 10.10 – 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) 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 temporarily acting out of class must be able to perform the normal duties expected of the position being filled.
- (c) All overtime worked in the higher pay grade will be computed at the acting out of class rate of pay.

Section 10.11 – Paid Meals

Employees required to work in excess of ten (10) consecutive hours in a work day, and employees required to work in excess of four (4) consecutive hours on call-back, shall receive seven dollars and fifty cents (\$7.50) toward the purchase of a meal in addition to any other premium pays in this Article. Call-back is defined as working a regular work day, leaving the job site and then being called back to work during the same twenty-four (24) hour period. Paid meals in accord with the previous sentence shall be provided for each four (4) consecutive hours thereafter. Employees shall be provided with a reasonable meal period without loss of pay under this Section.

Section 10.12 – Break Periods

Employees shall receive a fifteen (15) minute break period during each half of the work day. Employees shall take the break periods provided in this Section only after having received permission from their most immediate non-unit Supervisor (i.e., the first Supervisor not included in the bargaining unit covered by this Agreement). Such permission shall not be unreasonably withheld; but it shall not be granted at times when it would interfere with the normal work operation of the Department.

Section 10.13 – Stand-By

Employees will not be required to stand-by. Employees who volunteer and who are selected to stand-by without the use of a paging device shall be paid fifteen dollars (\$15) per shift for stand-

by. Employees who volunteer and who are selected to stand-by with the use of a paging device, shall be paid ten dollars (\$10) per shift for stand-by.

Section 10.14 – Overtime Duplicating and Pyramiding

- (a) 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.
- (b) Night shift differential (as provided in Section 10.9 of this Agreement) shall be included in the calculation of overtime to be paid to an employee who works a “night shift” on one of the paid holidays listed in Section 12.1(a) of this Agreement.

It is understood that this benefit shall apply only to those employees who are regularly scheduled to work a “night shift” and who, in fact, work on a listed holiday. This benefit will not apply to employees who only occasionally are scheduled to work a “night shift.”

Section 10.15 – Longevity Pay

- (a) An employee who has received a longevity award prior to July 1, 2004, or who will receive a longevity award in accordance with the subsections (b), (c) or (d) below will continue to receive this award until the employee is eligible for a greater longevity award.
- (b) An employee who completes eight (8) years of continuous service with the County shall be entitled to a longevity award calculated at five percent (5%) of the employee’s current pay rate in the pay grade to which the employee is assigned beginning the first day of the pay period closest to the date that this requirement is met.
- (c) An employee who completes twelve (12) years of continuous service with the County shall be entitled to a total longevity award calculated at ten percent (10%) of the employee’s current pay rate in the pay grade to which the employee is assigned beginning the first day of the pay period closest to the date that this requirement is met.
- (d) An employee who completes seventeen (17) years of continuous service with the County shall be entitled to a total longevity award calculated at fifteen percent (15%) of the employee’s current pay rate in the pay grade to which the employee is assigned beginning the first day of the pay period closest to the date that this requirement is met.
- (e) Effective the first full pay period on or after July 1, 2008, in lieu of the longevity awards provided in sub-sections (b), (c) and (d), an employee who has completed:
 - (i) seven (7) years of continuous service with the County shall be entitled to a longevity award calculated at five percent (5%) of the employee’s current pay rate in the pay grade to which the employee is assigned beginning the first day of the pay period closest to the date that this requirement is met.
 - (ii) eleven (11) years of continuous service with the County shall be entitled to a total longevity award calculated at ten percent (10%) of the employee’s current pay

rate in the pay grade to which the employee is assigned beginning the first day of the pay period closest to the date that this requirement is met.

- (iii) sixteen (16) years of continuous service with the County shall be entitled to a total longevity award calculated at fifteen percent (15%) of the employee's current pay rate in the pay grade to which the employee is assigned beginning the first day of the pay period closest to the date that this requirement is met.
- (f) An employee who has completed twenty-five (25) years of continuous service prior to July 1, 2004, shall continue to receive a two and one-half percent (2.5%) increase in the employee's rate of pay beginning the first day of the pay period closest to the date that this requirement is met.
- (g) The longevity awards provided above shall be added to an employee's hourly rate and shall be paid in the same manner as the employee receives his/her regular earnings.
- (h) An employee who has received a fifteen percent (15%) longevity increase prior to July 1, 1996, shall have the longevity award calculated at fifteen percent (15%) of the employee's current pay rate in the pay grade to which the employee is assigned and shall be eligible for the longevity award provided in sub-section (f) beginning the first day of the pay period closest to the date that the employee completes twenty-five (25) years of continuous service.

Section 10.16 – Pay Advancements

- (a) Employees shall receive pay advancements as provided in §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. An employee who receives a satisfactory performance review shall receive an increase in pay of three percent (3%) not to exceed the maximum pay rate for the grade, on the pay period closest to the employee's anniversary date.
- (b) An employee's anniversary date for the purpose of merit pay advancements will change if the employee receives an overall rating of unsatisfactory. Such employee shall not receive a merit pay advancement if he/she is rated overall unsatisfactory, but will be re-evaluated ninety (90) 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 day review. 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 at the discretion of the Appointing Authority.

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.

- (c) Employees may grieve the Overall Rating contained in their Performance Planning & Appraisal. Any such grievances will then be processed according to Article 6 (Grievance Procedure) of this Agreement.

In addition, the following provision shall be included on, or attached to, all Performance Planning and Appraisal forms:

Employees who disagree with the Overall Rating contained in this appraisal may file a grievance, provided they do so within ten (10) work days after their receipt of such Overall Rating.

Section 10.17 – Pay Schedule

- (a) Effective the first full pay period on or after July 1, 2007, an employee 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 III. Pay Schedule A represents an increase to the maximum pay rate of two percent (2%). 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, an employee shall receive a one percent (1%) increase in pay, not to exceed the maximum pay rate for the grade on pay Schedule B of Appendix III. Pay Schedule B represents an increase to the 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 April 1, 2008, the maximum pay rate for each grade shall increase by one percent (1%). Pay Schedule C represents an increase to the maximum pay rate of one percent (1%). Pay Schedule C is effective the first full pay period on or after April 1, 2008.
- (d) Effective the first full pay period on or after July 1, 2008, an employee shall receive a two percent (2%) increase in pay, not to exceed the maximum pay rate for the grade on pay Schedule D of Appendix III. Pay Schedule D represents an increase to the maximum pay rate of two percent (2%). Pay Schedule D is effective the first full pay period on or after July 1, 2008.
- (e) Effective the first full pay period on or after January 1, 2009, an employee shall receive a one percent (1%) increase in pay, not to exceed the maximum pay rate for the grade on pay Schedule E of Appendix III. Pay Schedule E represents an increase to the maximum pay rate of one percent (1%). Pay Schedule E is effective the first full pay period on or after January 1, 2009.

- (f) Effective the first full pay period on or after April 1, 2009, the maximum pay rate for each grade shall increase by one percent (1%). Pay Schedule F represents an increase to the maximum pay rate of one percent (1%). Pay Schedule F is effective the first full pay period on or after April 1, 2009.
- (g) Effective the first full pay period on or after July 1, 2009, an employee shall receive a two percent (2%) increase in pay, not to exceed the maximum pay rate for the grade on pay Schedule G of Appendix III. Pay Schedule G represents an increase to the minimum pay rate of two percent (2%) and an increase to the maximum pay rate of two percent (2%). Pay Schedule G is effective the first full pay period on or after July 1, 2009.
- (h) Effective the first full pay period on or after January 1, 2010, an employee shall receive a one percent (1%) increase in pay, not to exceed the maximum pay rate for the grade on pay Schedule H of Appendix III. Pay Schedule H represents an increase to the minimum pay rate of one percent (1%) and an increase to the maximum pay rate of one percent (1%). Pay Schedule H is effective the first full pay period on or after January 1, 2010.
- (i) Effective the first full pay period on or after April 1, 2010, the maximum pay rate for each grade shall increase by two percent (2%). Pay Schedule I represents an increase to the maximum pay rate of two percent (2%). Pay Schedule I is effective the first full pay period on or after April 1, 2010.
- (j) Effective the first full pay period on or after July 1, 2010, an employee shall receive a three percent (3%) increase in pay, not to exceed the maximum pay rate for the grade on pay Schedule J of Appendix III. Pay Schedule J represents an increase to the minimum pay rate of three percent (3%) and an increase to the maximum pay rate of three percent (3%). Pay Schedule J is effective the first full pay period on or after July 1, 2010.
- (k) Effective the first full pay period on or after April 1, 2011, the maximum pay rate for each grade shall increase by two percent (2%). Pay Schedule K represents an increase to the maximum pay rate of two percent (2%). Pay Schedule K is effective the first full pay period on or after April 1, 2011.
- (l) In each year of this Agreement, on the pay period closest to the anniversary of the employee's last performance-based pay rate increase, an employee shall receive a three percent (3%) increase in pay not to exceed the maximum pay for the grade for satisfactory performance on an employee's Performance Planning and Appraisal Report.
- (m) Employees who are promoted to a classification within the bargaining unit or who are reclassified to a higher grade within the bargaining unit shall be placed at a pay rate for the new grade which is the greater of: the minimum of the new grade; or five percent (5%) above the rate at which the employee was paid in the former grade provided the pay rate does not exceed the maximum pay for the new grade.

Except for a demotion under Section 808(a) of the County Charter, if an employee is competitively or non-competitively demoted, the employee's rate of pay at the new grade shall remain the same as the employee's rate of pay at the former grade, but not exceeding the maximum pay for the new grade. Employees who are demoted in accordance with Section 808(b), (c), (d), or (e) of the County Charter shall have a pay adjustment in accordance with §6-1-208 of the County Code.

- (n) This paragraph applies only to employees whose base hourly rate of pay exceeds the maximum rate of pay on Pay Schedule A (for Fiscal Year 2008) on the date that Pay Schedule A goes into effect. With regard to this set of employees, in every year that an employee's base hourly rate exceeds the maximum rate of Pay Schedule A, Pay Schedule D, Pay Schedule G, or Pay Schedule H on the effective dates of those Schedules, the employee shall receive a one-time lump sum adjustment of five hundred dollars (\$500.00). This lump sum adjustment shall be effective the first full pay period on or after December 1 of each Fiscal Year covered by the Agreement that the employee is eligible and is not added to the employee's base rate of pay.

Section 10.18 – Education Assistance

- (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 cost 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 less than 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.
 - (2) Authorization for reimbursement requires the written approval of the Appointing Authority, the Personnel Officer, and the Finance 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 cost is limited to \$1200 for each employee in a fiscal year. Direct tuition cost does 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 Personnel Officer 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 of 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 twelve (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.

Article 11
Leaves

Section 11.1 – Annual Leave

- (a) All full-time employees on the hourly, weekly or semi-monthly payroll accrue annual leave as follows:

<u>Years of Continuous Service</u>	<u>Accrual Per Calendar Month</u>
Less than 5	0.83 (10 days per year)
5 to less than 10	1.24 (15 days per year)
10 to less than 20	1.67 (20 days per year)
20 or more	2.08 (25 days per year)

- (b) 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 the percentage of hours worked in a regular work week multiplied by the rate of accrual set forth in Section 11.1(a).
- (c) In addition to the annual leave provided in Section 11.1(a), employees in the classification of Booking Officer, Crime Scene Technician I, Crime Scene Technician II, and certain classifications in the Anne Arundel County Detention Center; namely, Correctional Records Clerk positions assigned to the Booking and Receiving Division and the Office Support Assistant II positions that serve as the Detention Center receptionists shall receive a total of fifteen (15) days paid annual leave. It is specifically understood that these additional days of paid annual leave are in lieu of the holidays (Section 12.1) and personal leave (Section 11.8) provided in this Agreement.

Employees in the classification of Booking Officer, Crime Scene Technician I, Crime Scene Technician II, and certain classifications in the Anne Arundel County Detention Center; namely, Correctional Records Clerk positions assigned to the Booking and

Receiving Division and the Office Support Assistant II positions that serve as the Detention Center receptionists shall receive a total of sixteen (16) days paid annual leave in those calendar years having Statewide general and congressional election days (excluding primary elections). It is specifically understood that the additional day of paid annual leave is in lieu of the holiday provided in election years.

- (d) Annual leave shall be taken at the times approved or directed by the Appointing Authority.
- (e) An employee may not carry over more than thirty (30) days of annual leave into a pay period calendar year. The pay period calendar years during the term of this agreement end on December 26, 2007; January 7, 2009; January 6, 2010; and, January 5, 2011.

The pay period calendar year ending January 7, 2009 is comprised of 27 pay periods. All contractual leave accruals will occur during the first 26 pay periods of the pay period calendar year ending January 7, 2009. There will be no leave accruals during the 27th pay period. Employees will be able to continue to use leave accruals until January 7, 2009 at which time the thirty (30) day carry over limit into the next pay period calendar year will apply.

- (f) During a calendar year an employee with three or more years of continuous service may be granted an advance of annual leave that would have accumulated by the end of the calendar year.
- (g) An employee shall be paid for annual leave earned but not taken at the time the employee leaves County service, including annual leave earned but not taken in the year in which the employee leaves County service.
- (h) An employee who has been paid for leave taken but not earned shall, upon separation from County service, reimburse that amount to the County.

Section 11.2 – Disability Leave

- (a) Employees shall be entitled to receive paid disability leave accrued at the rate of one and one-quarter (1.25) days per calendar month up to a maximum of 15 days a year.
- (b) 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 the percentage of hours worked in a regular work week multiplied by the rate of accrual set forth in Section 11.2(a).
- (c) Employees may accumulate and carry over disability leave into a new calendar year without restriction on the total amount of accumulation.
- (d) Accumulated disability leave is available for use in the following circumstances:
 - (1) when an employee is incapacitated for the performance of duties because of physical or mental impairment;
 - (2) when a spouse, dependent child, or dependent parent of the employee is incapacitated by physical or mental impairment;

- (3) when a non-dependent parent or a non-dependent child of the employee is incapacitated by physical or mental impairment, is limited to three days of leave per calendar year;
 - (4) when, through exposure to a contagious disease, the presence of the employee at the post of duty would jeopardize fellow employees;
 - (5) for medical, dental, or optical examination or treatment; and
 - (6) for donation and use in accordance with Section 11.10 – Leave Sharing.
- (e) Whenever disability leave is taken for a medical, dental or optical appointment, the request must be made prior to the beginning of the absence and supported by evidence of the appointment. Whenever possible, examinations or treatments shall be scheduled on non-work days.
 - (f) If an employee becomes disabled or quarantined while on annual leave, the period of disability or quarantine may be charged to disability leave if the employee submits a certification from the employee’s physician or other recognized practitioner confirming the employee’s disability or quarantine and the length of the confinement.
 - (g)
 - (1) Except as provided in Section 11.2(h), the employee’s personal certification is sufficient to support a charge to disability leave for an absence of three working days or less.
 - (2) Absence resulting in a charge to disability leave of more than three working days, must be supported by a medical certificate attesting to the incapacity of the employee. On recovery from disability, the employee shall submit a statement from the attending physician attesting to the employee’s ability to resume the duties of the employee’s position. The Personnel Officer may require the employee to undergo a physical examination by the County’s physician to determine the employee’s capability of resuming the duties of the employee’s position.
 - (h)
 - (1) If the Appointing Authority has reason to believe that the disability leave privilege has been abused, the Appointing Authority may request a medical certificate to justify any period of absence. Employees who have been required to bring in a one-day disability leave-slip and who have unfailingly complied with such requirement shall not be required to provide a one-day disability slip for longer than six (6) months.
 - (2) The Appointing Authority shall advise the employee in advance that a medical certificate will be required to support a further granting of disability leave, regardless of duration.
 - (i) The Appointing Authority shall report to the Personnel Officer an employee who loses excessive time from employment or appears to be suffering from a mental or physical disability that interferes with satisfactory job performance. The Personnel Officer shall conduct the necessary investigation and make appropriate recommendations to the Appointing Authority for disability leave, disciplinary action, or removal of the

employee. The Personnel Officer may require the employee to undergo additional examinations to determine suitability for retention in active County service.

- (j) Disability leave may be advanced by the Appointing Authority with the approval of the Personnel Officer, provided that all of the following conditions are met:
 - (1) All available accumulated disability leave to the employee's account must be exhausted.
 - (2) The amount of disability leave advanced to an employee's account may not exceed thirty (30) days at any time.
 - (3) Where it is known the employee is to be retired or where it is anticipated that the employee is to be separated, the total advance may not exceed an amount that can be liquidated by subsequent accrual prior to separation.
 - (4) There must be a reasonable assurance the employee will return to duty.
 - (5) A medical certificate attesting to the necessity for the absence shall support the request for advance disability leave.
 - (6) All advance disability leave unearned at the termination of employment shall be reimbursed to the County at the employee's daily rate of pay.
 - (7) Only employees with permanent status are eligible to receive advance disability leave.
 - (8) The total advance disability leave may not exceed the amount that can be liquidated by the employee's accumulated contributions to the applicable pension plan.
- (k) Employees are not entitled to be paid for disability leave earned but not taken at the time they leave the County service.
- (l) Disability due to maternity will be considered as any other disability.
- (m) Employees, or a member of their immediate family, must call in to report their inability to work no less than one (1) hour prior to the start of their scheduled work day. Where telephone coverage is not available one (1) hour prior to the start of the scheduled work day, employees must call in at the earliest possible time thereafter, but in no event later than thirty (30) minutes after the start of the scheduled work day.

Section 11.3 – Jury Leave

Employees shall be entitled to leave with pay for all scheduled hours during a regular work day in which they are required to serve as members of a jury. Whenever employees are temporarily excused from jury duty on a scheduled work day, they shall advise their 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.

Employees who are compensated under this Section shall retain any pay that they receive for serving on a jury.

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 regular work day.

Section 11.5 – Civic Leave

Employees who are 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.

Section 11.6 – Military Leave

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

Section 11.7 – 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, except that the day of the funeral is excluded from this time period (i.e., funeral leave may be used on the day of the funeral even if it is not between the date of death and the day following burial.) Such leave shall not exceed a maximum of three (3) regularly scheduled work days per occurrence. Upon County's request, employees shall furnish proof of death, date of burial and relationship.
- (b) Immediate family shall include only the following: spouse, child, brother, brother-in-law, sister, sister-in-law, parents, parents-in-law, grandparents, grandparents-in-law, foster parents, guardian, grandchildren, stepparents and stepchildren.

Section 11.8 – Personal Leave

- (a) Except for employees in the classifications listed in Section 11.1(c) of this Agreement, employees who have completed their probationary period shall receive one (1) paid personal day for use in each calendar year. Use of the personal leave day shall be scheduled by mutual agreement of the Supervisor and the employee. Such leave may not be accumulated.
- (b) In lieu of the personal leave day provided above, employees in the classifications listed in Section 11.1(c) of this Agreement shall receive one (1) additional day of annual leave for a total of fifteen (15) days as specified in Section 11.1(c).

Section 11.9 – Leave Options

Employees who have used their leave in a responsible fashion and who encounter serious personal illness (or the illness of their spouse, dependent child or dependent parent) should be aware of the leave options for which they may qualify under County law or this Agreement.

- (a) As provided in Section 11.2(c) of this Agreement, disability leave may be used when an employee's spouse, dependent child or dependent parent is incapacitated by physical or mental illness.
- (b) Disability leave may be advanced in accord with Section 11.2(i) of this Agreement.
- (c) Annual leave may be advanced in accord with Section 11.1(f) of this Agreement.
- (d) An employee may apply to the Appointing Authority for leave of absence without pay for personal reasons. The Appointing Authority may authorize the leave for periods not to exceed twenty (20) days in a calendar year. Requests for leave of absence in excess of twenty (20) days may be granted by the Appointing Authority with the approval of the Personnel Officer.

Section 11.10 – Leave Sharing

Employees covered by this agreement may donate accrued annual leave (see Section 11.1) and personal leave (see Section 11.8) to other County employees who have exhausted all forms of paid leave to which they are entitled and whose receipt of donated leave has been approved by their Appointing Authority. In addition, employees may also donate up to three (3) disability leave days per calendar year to any County employee (see Section 11.2) provided that the recipient County employee has exhausted all forms of paid leave to which they are entitled and whose receipt of donated disability leave has been approved by their Appointing Authority.

Section 11.11 – Overtime Compensation

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

Section 11.12 – Family Leave

Employees shall be provided with all applicable benefits of the Family and Medical Leave Act of 1993, commencing on August 5, 1993.

Section 11.13 – Miscellaneous Leave

- (a) Except for those holidays listed in Article 12, Section 12.1(b)(1), when the County closes for one (1) full business day, an employee who is designated an emergency employee who provides essential services to County citizens and who is required to work at least eight (8) hours on that same business day, is entitled to leave with pay on an alternate work day. This leave with pay is forfeited if not used within twelve (12) months of the said closure. For the purposes of this Section "Business Day" is as defined in §6-1-103 of the Anne Arundel County Code.
- (b) An employee who is directed to work for sixteen (16) or more consecutive hours may request up to four (4) hours of leave with pay, commonly called "fatigue leave." The

Appointing Authority or his/her designee shall consider the request and determine whether to grant such leave at his/her sole discretion. The employee must use the leave immediately following such consecutive hours worked or the grant of such leave shall be canceled.

Article 12
Holidays and Holiday Pay

Section 12.1 – Paid Holidays

- (a) The following shall be considered paid holidays: New Year's Day (January 1); Martin Luther King's Birthday (Third Monday in January); Washington's Birthday (Third Monday in February); Good Friday; Memorial Day (Last Monday in May); Independence Day (July 4); Labor Day (First Monday in September); Veteran's Day (November 11); Thanksgiving Day; Thanksgiving Friday; Christmas Day (December 25); all Statewide general and congressional election days (excluding primary elections); and all days designated as legal holidays for State employees by the Governor and approved by the County Executive.
- (b)
 - (1) The County government will maintain normal operations on the days when the following holidays are observed: (i) Lincoln's Birthday (February 12); (ii) Defender's Day (September 12) and (iii) Columbus Day (2nd Monday in October).
 - (2) Except as otherwise provided in this Agreement, an employee who works on a holiday listed in Section 12.1(b)(1) is entitled to leave with pay on an alternate work day.
 - (3) Leave with pay on an alternative work day granted under this Section:
 - (a) May not be used before the holiday is observed, and
 - (b) Is forfeited if not used before that holiday is next observed.
 - (c) Must be approved by the Appointing Authority in accordance with §6-1-301(b) of the County Code.
- (c) If a holiday falls on a Saturday, it shall be observed on the preceding Friday; if a holiday falls on a Sunday, it shall be observed on the succeeding Monday.
- (d) Full-time employees shall receive eight (8) hours pay at their regular rate for each listed holiday.

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 receive pay under this section based on the percentage they are normally scheduled to work in a regular work week. Employees normally scheduled to work less than fifty percent (50%) of the regular work week are not entitled to paid holidays.

- (e) As provided in Section 11.1(d) of this Agreement, employees in the classification of Booking Officer, Crime Scene Technician I, Crime Scene Technician II, and certain classifications in the Anne Arundel County Detention Center; namely, Correctional Records Clerk positions assigned to the Booking and Receiving Division and the Office Support Assistant II positions that serve as the Detention Center receptionists will receive paid annual leave in lieu of the holidays listed in this Section. Employees who receive annual leave in lieu of holidays shall not receive the premium pay provided in Section 12.2 (Holiday Work) for working on a holiday.
- (f) In order to receive the holiday pay provided in Section 12.1(d) of this Agreement, employees must work their last regularly scheduled work day before a holiday and their next regularly scheduled work day after a holiday.

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

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

Section 12.2 – Holiday Work

Except as provided in Section 12.1(e), employees who work on one of the holidays listed in Section 12.1 shall be paid at one and one-half (1.5) times their regular rate for all hours actually worked (in addition to the holiday pay provided in Section 12.1).

Section 12.3 – Overtime Compensation

For the purpose of computing overtime pay, all holiday hours for which an employee is compensated by County (as required by Section 12.1(d) of this Agreement) shall be regarded as hours worked.

Article 13 **Union Business**

Section 13.1 – Union Visitation

With the permission of the appropriate Supervisor, representatives of Council 67 shall have reasonable access to County premises for the purpose of conferring with County or with Union Stewards regarding the administration of this Agreement. Such permission shall not be unreasonably withheld by County.

Section 13.2 – Bulletin Boards

County agrees to provide bulletin boards for the purpose of allowing Union to inform its membership of Union business. Materials to be posted on such bulletin boards shall not violate the criteria generally applicable to the posting of notices on County property.

Section 13.3 – 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 Council 67 or in the (AFSCME) International 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 may be extended for additional one (1) year periods by mutual agreement of County and Union.

Section 13.4 – Negotiations

Union's President and up to four (4) employees designated by Union shall be granted leave with pay for meetings at times mutually agreed to by County and Union for the purpose of negotiating a successor to this Agreement.

Section 13.5 – Union Business

- (a) The County shall grant up to two hundred (200) hours of Union Business Leave with pay per year. The County shall also grant up to 16 hours per week of Union Business Leave to the President of the Union for the duration of this Agreement. The Union President shall notify the appropriate Department Head in writing, with a copy to the Personnel Officer, not less than two (2) work days prior to the requested Union Leave date. Such request shall state the name of the individuals using the leave, the amount of the leave, and the purpose of the leave. Permission to use leave under this provision shall not be unreasonably denied.
- (b) The County shall provide furnished office space, including a telephone with voice mail and FAX line, for the Union.

Article 14 Safety and Health

Section 14.1 – Safe Working Conditions

County shall provide safe and healthy working conditions. County and Union shall encourage employees to work in a safe manner and to cooperate in maintaining the County's rules, policies and practices pertaining to safety and health. In the event employees believe a working condition to be unsafe, they may report the condition to their immediate Supervisor. Said immediate Supervisor shall immediately investigate the matter and render a determination. Should a Union Steward be available, he/she will be allowed to participate in the investigation, but the determination rendered by the Supervisor shall be controlling, subject to appeal under Article 6 (Grievance Procedure) of this Agreement.

Booking Officers and Detention Center Clerical Personnel shall receive appropriate testing for TB and immunization against communicable disease.

Section 14.2 – 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. This Safety Committee shall meet periodically for

the purpose of discussing matters relating to safety and health and shall report its findings and recommendations to the County's Personnel Officer for his/her consideration. A member of the Union will be included on the Central Safety Committee.

Section 14.3 – Preventive Maintenance

County shall continue a program of regular preventive maintenance for all County vehicles operated by employees covered by this Agreement.

Section 14.4 – Uniforms

County shall continue to provide uniforms for employees in the print shop and mailroom.

Section 14.5 – Uniform Cleaning Allowance

County shall pay a uniform cleaning allowance of four hundred dollars (\$400) per fiscal year (to be paid in twenty-six [26] equal installments) to employees in the following classifications: Booking Officer and Fingerprint Technician.

County shall pay a uniform cleaning allowance of five hundred and twenty dollars (\$520) per year (to be paid in twenty-six [26] equal installments) to employees in the following classifications: Crime Scene Technician I and Crime Scene Technician II.

Article 15

Personnel Rules and Regulations

Section 15.1 – Personnel Rules and Regulations

County shall notify Union of any amendments or additions to County's Personnel Rules and Regulations that affect employees covered by this Agreement, and shall discuss any such amendments or additions with Union. However, a grievance dealing with County's Personnel Rules and Regulations will be processed under Article 6 (Grievance Procedure) of this Agreement only if the rule or regulation being grieved is in conflict with an express provision of this Agreement.

Union may request and County shall within a reasonable time provide copies of applicable County rules, regulations, policies or procedures. County shall notify and submit to the Union President any amendments, deletions or additions to the County's rules, regulations, policies or procedures that affect employees covered by this Agreement at least ten (10) days prior to implementation.

Section 15.2 – Class Descriptions

County shall provide Union with a Class Description for each of the classifications listed in Appendix I of this Agreement (provided that such Class Descriptions currently exist), and shall further provide Union with any new, revised or updated Class Descriptions that may be issued by the County's Personnel Officer.

Section 15.3 – County Personnel Files

(a) Employees shall have access to their individual personnel files by prior appointment with County's Personnel Officer (or his/her designee). An employee's review of his/her

individual 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, provided that County may fix a reasonable copy charge.

- (b) Employees shall receive a copy of any disciplinary action (as defined in Section 7.1 of this Agreement) affecting them. Any correspondence relating to disciplinary action (as defined in Section 7.1), including any written documentation of discipline, may be removed from an employee's personnel file if requested in writing by the employee, provided that three (3) years have elapsed since the most recent disciplinary action against such employee.

Section 15.4 – Departmental Personnel Files

Employees, either with or without Union representation, shall have access to their individual personnel files (as may be maintained by a Department, Bureau or Division) by prior appointment with the appropriate County custodian of any such files.

Section 15.5 – Sexual Harassment Policy

County agrees to provide a copy of the County regulation concerning sexual harassment to all unit employees and their supervisors.

Article 16 **Sub-Contracting**

Section 16.1 – Sub-Contracting

- (a) County shall not sub-contract or “contract out” any work currently performed by employees which would necessitate the termination or lay-off of such employees.
- (b) County shall establish a joint labor/management committee to review the issue of privatization and to adopt procedures for implementing privatization.

Article 17 **Insurance and Pension**

Section 17.1 – 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 eighty (80) percent of the health insurance premium and the employee's share for the non-HMO plan is twenty (20) percent. The County's share of the health insurance premium for the HMO plan(s) is ninety (90) percent and the employee's share for the HMO plan(s) is ten (10) percent.

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

- (b) Any employee opting for no coverage shall, upon receipt by County of evidence of other applicable health insurance coverage, receive the sum of seven hundred and fifty dollars (\$750) pro-rated over each pay period in the (health insurance coverage) plan year.
- (c) Union 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. Union recognizes and acknowledges County's right to consolidate employee groups into a single, unitary health insurance group.

Section 17.2 – Life Insurance

- (a) The County shall continue to provide its present life insurance coverage (in the amount of \$10,000.00) 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.

Section 17.3 – Pension

The County shall provide a pension plan for employee covered by this Agreement in accordance with Article 5 of the County Code. In July 2007, the County will establish a Labor/Management Committee consisting of up to two Crime Scene Technicians and up to two Booking Officers to be appointed by the Union and up to four members to be appointed by the County to discuss pension options for employees in the classifications of Booking Officer and Crime Scene Technician I and II. Pension options and costing of the pension options will be completed by July 1, 2008.

Article 18 **Miscellaneous Provisions**

Section 18.1 – “6-3” Schedule

Notwithstanding anything to the contrary contained in this Memorandum of Agreement, employees assigned to work on a “6-3” schedule shall have a regular work day of eight and one-quarter (8.25) consecutive hours within a work day.

Employees assigned to work on a “6-3” schedule shall work a nine week rotational cycle which consists of five work weeks containing four work days (33 hours), two work weeks containing five work days (41.25 hours), and two work weeks containing six work days (49.5 hours). Employees assigned to work on a “6-3” schedule must actually report for and perform required job duties as directed by County on one (1) regular work day in any given work week in order for leave hours taken in that work week to be counted as hours worked in computing overtime.

Section 18.2 – “4-10” Schedule

Upon the agreement of more than half of the employees to be affected, County may schedule employees to work on a “4-10” schedule comprised of four (4) consecutive 10-hour work days within a work week.

Once in place, the “4-10” schedule shall remain in force for a minimum of six (6) months, unless County terminates the “4-10” schedule prior to such time.

Thereafter, the “4-10” schedule shall remain in force unless terminated by County or unless more than half of the affected employees mutually agree to terminate the “4-10” schedule. In the event the affected employees agree to terminate, the “4-10” schedule shall be terminated within sixty (60) calendar days of the date that such agreement to terminate is communicated to County.

When assigned to a “4-10” schedule pursuant to this Section, one and one-half (1.5) times an employee’s hourly rate shall be paid for all hours worked in excess of ten (10) hours actually worked in a work day or in excess of forty (40) hours actually worked within the work week.

County agrees to discuss with Union the wage and benefits consequences of a “4-10” schedule no less than forty-five (45) calendar days prior to the proposed implementation of a “4-10” schedule for any given work group.

Section 18.3 – Memorialized Past Practices

Recognizing the otherwise dispositive nature of Section 19.4 of this Agreement, County and Union agree: (a) to continue the past practice of allowing Union to provide input into the development of County-wide policies dealing with personnel administration matters; (b) to continue the past practice of providing safety shields to VDT (video display terminal) operators; and (c) to discontinue any past practice that may have existed with respect to attempts to unilaterally amend the express terms of the Agreement.

Section 18.4 – Limit on Pay Decrease

Notwithstanding the provisions of §6-1-208(e) of the County Code, the hourly rate of an employee who is demoted pursuant to Section 808(a) of the County Charter shall not be decreased by more than seven and one-half percent (7.5%).

Section 18.5 – Pension Oversight Commission – Financial Reports

The County shall provide to the Union a copy of the annual report prepared by or at the direction of the Pension Oversight Commission. Each report shall be delivered to the Union on or before the expiration of five (5) working days from the date it was delivered or presented to or by the Commission.

Section 18.6 – Daylight Savings Time

Employees who work a night shift on the day that daylight savings time begins (at 2:00 a.m. in the Spring) will be paid only for the number of hours actually worked on that shift. Such employees may opt to use accrued annual or compensatory leave for the hour lost due to daylight savings time. Employees who work night shift on the day that daylight savings time ends (at 2:00 a.m. in the Fall), will be paid for all hours actually worked at the applicable rate.

Article 19
Duration of Agreement

Section 19.1 – Effective Period

This Agreement shall become effective as of July 1, 2007, and shall continue in full force and effect until June 30, 2011. Thereafter, it shall be self-renewing for one-year periods, unless written notice of intention to terminate or modify the Agreement is given by either party (County or Union) to the other not later than January 15th of any calendar year.

Union expressly acknowledges and agrees that legislation will be necessary to implement this Agreement. Union agrees that changes in legislation consistent with the terms of this Agreement are deemed effective as of the effective date of this Agreement or as otherwise agreed to by the parties herein.

Section 19.2 – Amendments

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

Section 19.3 – 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 19.4 – Entire Agreement

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

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

**Local 2563
American Federation of State,
County and Municipal Employees,
AFL-CIO
a/w Maryland Public Employees'
Council 67**

Anne Arundel County, Maryland

Julie A. Halpin
President, AFSCME, Local 2563

John R. Leopold
County Executive

George F. Gisin
Maryland Public Employees'
Council 67

Andrea M. Fulton
Personnel Officer

Jeffrey A. Austin
Chief Spokesperson

Jonathan A. Hodgson
County Attorney

Julie T. Sweeney
Senior Assistant County Attorney