



**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** ..... 2

    Section 3.1 – Management Functions ..... 2

**Article 4 – No Strikes or Lockouts** ..... 2

    Section 4.1 – No Strikes or Lockouts ..... 2

    Section 4.2 – Union Responsibility ..... 2

    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 ..... 3

    Section 5.3 – Union to Indemnify County ..... 4

**Article 6 – Grievance Procedure** ..... 4

    Section 6.1 – Definition of Grievance ..... 4

    Section 6.2 – Grievance Procedure ..... 4

    Section 6.3 – Union Stewards ..... 6

    Section 6.4 – Time Limitations ..... 6

    Section 6.5 – Written Presentations ..... 7

    Section 6.6 – Grievance Meetings ..... 7

    Section 6.7 – Order of Presentation ..... 7

**Article 7 – Discipline and Discharge** ..... 7

    Section 7.1 – Discipline ..... 7

    Section 7.2 - Suspension and Discharge ..... 7

**Article 8 – Seniority** ..... 8

    Section 8.1 – Definition ..... 8

    Section 8.2 – Termination of Seniority ..... 8

    Section 8.3 – Seniority Roster ..... 8

    Section 8.4 – Vacancies/Eligibility Lists ..... 8

    Section 8.5 – Transfers ..... 10

    Section 8.6 – Layoff and Recall ..... 10

    Section 8.7 – Priority Employment ..... 11

**Article 9 – Hours of Work** ..... 11

    Section 9.1 – Work Day ..... 11

    Section 9.2 – Regular Work Day ..... 11

    Section 9.3 – Work Week ..... 11

    Section 9.4 – Regular Work Week ..... 11

    Section 9.5 – Alternative Work Schedules ..... 11

<b>Article 10 – Wages and Premiums</b> .....	11
Section 10.1 – Purpose of Article .....	11
Section 10.2 – Hourly Rate .....	12
Section 10.3 – Overtime Pay .....	12
Section 10.4 – Sixth and Seventh Day Premium .....	12
Section 10.5 – Training Hours .....	12
Section 10.6 – Overtime Assignment .....	13
Section 10.7 – Call-In Pay .....	13
Section 10.8 – Night Shift Differential .....	13
Section 10.9 – Acting Out of Class Pay .....	13
Section 10.10 – Paid Meals .....	14
Section 10.11 – Rest Periods .....	14
Section 10.12 – Clean-Up Period .....	14
Section 10.13 – Stand-By .....	14
Section 10.14 – Overtime Duplicating and Pyramiding .....	15
Section 10.15 – Longevity Pay .....	15
Section 10.16 – Pay Advancements .....	16
Section 10.17 – Pay Schedule .....	17
Section 10.18 – Training Wage .....	19
Section 10.19 – Commercial Driver’s License .....	19
Section 10.20 – Compensatory Leave in Lieu of Overtime Pay .....	19
Section 10.21 – Certification Incentive Bonus .....	20
<b>Article 11 – Leaves</b> .....	20
Section 11.1 – Annual Leave .....	20
Section 11.2 – Disability Leave .....	21
Section 11.3 – Jury Leave .....	22
Section 11.4 – Court Leave .....	22
Section 11.5 – Civic Leave .....	22
Section 11.6 – Military Leave .....	22
Section 11.7 – Funeral Leave .....	22
Section 11.8 – Personal Leave .....	22
Section 11.9 – Leave Options .....	23
Section 11.10 – Leave Sharing .....	23
Section 11.11 – Overtime Compensation .....	23
Section 11.12 – Family and Medical Leave .....	23
Section 11.13 – Miscellaneous Leave .....	23
<b>Article 12 – Holidays and Holiday Pay</b> .....	24
Section 12.1 – Paid Holidays .....	24
Section 12.2 – Holiday Work .....	25
Section 12.3 – Overtime Compensation .....	25
<b>Article 13 – Union Business</b> .....	25
Section 13.1 – Union Visitation .....	25
Section 13.2 – Bulletin Boards .....	25
Section 13.3 – Union Office .....	25
Section 13.4 – Negotiations .....	25
Section 13.5 – Release Time .....	25
Section 13.6 – Union Meetings .....	26

<b>Article 14 – Safety and Health</b> .....	26
Section 14.1 – Safe Working Conditions.....	26
Section 14.2 – Safety Committee.....	26
Section 14.3 – Uniforms, Tools and Safety Equipment.....	26
Section 14.4 – Preventive Maintenance.....	26
Section 14.5 – Automotive Mechanics’ Tools.....	26
<b>Article 15 – Personnel Rules and Regulations</b> .....	27
Section 15.1 – Personnel Rules and Regulations.....	27
Section 15.2 – Class Descriptions.....	27
Section 15.3 – County Personnel Files .....	27
Section 15.4 – Departmental Personnel Files .....	27
<b>Article 16 – Sub-Contracting</b> .....	27
Section 16.1 – Sub-Contracting .....	27
<b>Article 17 – Insurance and Pension</b> .....	28
Section 17.1 – Health Insurance .....	28
Section 17.2 – Life Insurance .....	28
Section 17.3 – Pension.....	28
<b>Article 18 – Miscellaneous Provisions</b> .....	29
Section 18.1 – 6-3 Schedule.....	29
Section 18.2 – 4/10 Schedule.....	29
Section 18.3 – Memorialized Past Practices .....	29
Section 18.4 – Limit on Pay Decrease .....	29
Section 18.5 – Pension Oversight Commission Report .....	30
Section 18.6 – EXCEL Program.....	30
Section 18.7 – Classification Studies.....	30
<b>Article 19 – Allowances</b> .....	30
Section 19.1 – Cleaning Allowance.....	30
Section 19.2 – Tool Purchase Allowance .....	30
Section 19.3 – Training Allowance: Police Communication Operators.....	30
Section 19.4 –Automotive Service Excellence (A.S.E.).....	31
<b>Article 20 – Duration of Agreement</b> .....	31
Section 20.1 – Effective Period .....	31
Section 20.2 – Amendments .....	31
Section 20.3 – Separability .....	32
Section 20.4 – Entire Agreement.....	32
<i>Appendix I – Classifications in Bargaining Unit</i>	
<i>Appendix II – Step I Grievance Documentation Form</i>	
<i>Appendix III – Pay Schedules</i>	
<i>Appendix IV – Health Insurance Rate Schedule</i>	
<i>Appendix V – EXCEL Program Document</i>	
<i>Appendix VI – Maintenance Career Path</i>	

# Memorandum Of Agreement



## 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 582 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 exclusive representative of the employees listed in Section 1.2 of this Article for the purpose of collective negotiations regarding 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) than those listed in Appendix I of this Agreement.

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

in accord with the procedure set forth in §6-4-107(e) of the County Code and subject to the provisions of §6-4-107(d) of the County Code.

**Section 1.3 – Probationary Employees**

- (a) All new or re-hired employees shall be considered probationary employees for 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, disability, sexual orientation, 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 days 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 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 v. Hudson, 475 U.S. 292 (1986), and by other relevant Federal and State court decisions, including Lehnert v. 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 1<sup>st</sup> 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.

#### **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 or between the Union and the County regarding the meaning, interpretation or application of the express terms of the Agreement; or an alleged violation of the County Charter, County Code or other law regarding employment applicable to this Agreement.

**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 grievant, along with his/her Union Steward if the grievant is an employee, 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 grievant's receipt of the Step I oral answer.

The grievant 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 grievant, 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 grievant, his/her Union steward if the

grievant is an employee 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 or the Union's address of record if the grievant is the Union. 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 grievant's receipt of the Step II written answer.

The grievant 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 hold a meeting with the grievant, the Local Union President (or his/her designated representative) which may include the Council Representative. In the event that no resolution of the written appeal is reached during such meeting, County's Personnel Officer (or his/her designated representative) shall issue a written answer to the written appeal within twenty (20) work days after the Step III meeting.

Upon the mutual agreement of County and Union, the Step III meeting may be waived. In such event, County's Personnel Officer (or his/her designated representative) shall issue a written answer to the written appeal within twenty (20) work days after the mutual agreement to waive the Step III meeting.

The Step III written answer of County's Personnel Officer (or his/her designated representative) shall be mailed by U.S. Certified Mail to the appealing employee's home address of record or the Union's address of record if the grievant is the Union. 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 IV** **Appeals**

At Step IV of the grievance procedure a grievant may elect to either file a written appeal with the County Personnel Board or proceed to binding arbitration as currently set forth in §6-4-113 of the County Code.

Within ten (10) work days after the grievant's receipt of the County's Step III answer the grievant shall provide the County Personnel Officer with written notice of whether he/she intends to proceed to Step IV of the grievance procedure. The grievant shall have an additional thirty (30) days in which to actually file a written appeal with the County Personnel Board or proceed to binding arbitration in lieu of such an appeal by complying with the procedures currently set forth in §6-4-113 of the County Code.

Upon either filing a written appeal with the Personnel Board or electing binding arbitration, the grievant shall simultaneously provide the County Personnel Officer with written notice of which method of resolution, written appeal or binding arbitration, has been elected.

The grievant shall be responsible for documenting his/her timely filing of a written appeal with the County Personnel Board or initiation of binding arbitration.

If the grievant elects to file a written appeal, the County 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 hearing. The Step IV written decision of the County's Personnel Board shall be mailed U.S. Certified Mail to the appealing employee's home address of record or the Union's address of record if the grievant is the Union. In addition, the Step IV written decision shall be mailed by U.S. First Class Mail to the Local Union president and to the Council representative.

If the grievant elects binding arbitration, the arbitration will be conducted in accordance 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.

### **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. In a grievance filed by or on behalf of more than one employee, at least one employee who is party to the grievance must be present at the grievance meeting to prevent dismissal of the grievance as described in this section.

### **Section 6.7 – Order of Presentation**

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 hearing pursuant to Section 6.2 becomes necessary, the County shall present evidence first if the grievance is based on discipline or discharge. In all other cases, in which a grievant alleges a breach of the Memorandum of Agreement other than a breach relating to discipline or discharge, the Union shall present evidence first.

## **Article 7** **Discipline and Discharge**

### **Section 7.1 – Discipline**

Disciplinary actions for “just cause” shall be limited to oral reprimands, written reprimands, suspension, demotion and discharge.

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

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

### **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 three (3) consecutive work days without notifying County shall be deemed discharged for just cause, unless such employee is able to evidence sufficiently extenuating circumstances that prevented notification.

### **Section 8.3 – Seniority Roster**

County shall maintain and furnish AFSCME Council 67 and Local 582 with a seniority roster with addresses on a quarterly basis, noting date of hire and job classification. County also shall furnish a list of new hires at least every five months.

### **Section 8.4 – Vacancies/Eligibility Lists**

- (a) Vacancies shall be filled in accordance with §6-1-106 of the Anne Arundel County Code and Section B-1 of the Employee Relations Manual.

- (b) 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.
- (c) 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.
- (d) Any bargaining unit employee may apply for a posting. As it deems appropriate, however, County may also fill a posting from outside the bargaining unit, provided that an outside applicant possesses greater skill and ability than any current employees of County who applied for the posting.
- (e) In determining eligibility and in selecting individuals for a posting, County will consider minimum qualifications and experience, relative qualifications and experience, skills, abilities, any requirements which must be met by an applicant prior to appointment, and work and performance records.
- (f) In order to be 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.

- (g) 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 a 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.

- (h) 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.
- (i) 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.
- (j) A joint committee shall be formed to make recommendations to the Personnel Officer regarding the processes to be followed for promotions within the bargaining unit.

### **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. Employees who request and are denied an intradepartmental transfer to a vacant position will receive a written explanation for the denial from the employee's Appointing Authority within seven (7) work days from the date of the denial.

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**

- (a) In the event it becomes necessary to layoff employees for any reason, employees in an affected classification with the least County seniority shall be laid off first. Seniority shall be measured by the length of an employee's continuous service with the County since the employee's last date of hire.
- (b) Any employee who is scheduled to be laid off shall be entitled, by virtue of his or her seniority alone, to displace the most junior employee within the County who occupies the same job classification.
- (c) Any employee who is scheduled to be laid off shall be given notice that he or she is scheduled for layoff at least fifteen (15) days before the action may take effect. The notice shall provide: (i) the date of the layoff; (ii) the reason(s) for the action as it affects the employee's particular department and position; (iii) vacant positions for which the employee is eligible; (iv) how the employee may exercise his or her rights to further employment.
- (d) In the event of a reduction in force in which any bargaining unit employees are involuntarily transferred to another work location or agency, or by exercise of displacement rights are voluntarily transferred to another work location or agency, seniority shall be a factor considered by the County in making work assignments, work schedules, shift assignments and assigning hours of work.
- (e) Employees who after layoff retain seniority under Section 8.2 shall be entitled to be: (i) recalled to any vacancies in the classification from which they were laid off; or (ii) re-employed in any classification at the same or lower grade for which they are eligible in strict order of seniority. Any recall or re-employment is subject to the employee meeting the requirements of §6-1-109(f) of the County Code.

## **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 employment eligibility list for any posted Vacancies/Eligibility Lists at the same or lower grade (see Section 8.4 of this Agreement) 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. 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.

## **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.

For purposes of this Memorandum of Agreement, the term “pay period” means a bi-weekly pay period as utilized and in effect as of June 30, 2007.

### **Section 10.2 – Hourly Rate**

“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.

### **Section 10.3 – Overtime Pay**

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.

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

### **Section 10.4 – Sixth and Seventh Day Premium**

- (a) An employee shall be paid one and one-half (1.5) times his/her hourly rate for all hours worked on the sixth (6th) 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).
- (b) An employee 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 (i.e., for actual work on his/her second regularly-scheduled day off within a work week). For the purpose of computing overtime pay for the seventh 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), holiday hours, as defined in Section 12.1(a) of this Agreement, for which an employee is compensated by County shall be regarded as hours worked within a work week.
- (c) 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 (6th) day of actual work within a work week.
- (d) 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.
- (e) Should an employee in the Department of Public Works Bureau of Waste Management Services regularly assigned to work a Saturday or Sunday that does not constitute a sixth or seventh day of work under Paragraphs (a) through (d) of this Section, a five percent (5%) premium shall be paid to that employee for work on either Saturday or Sunday. Should a sixth or seventh day premium be paid under Paragraphs (a) through (d) of this Section to that employee, no such five percent (5%) premium shall be paid.
- (f) An employee who is regularly scheduled to work the day shift on a Saturday or Sunday which does not constitute a sixth or seventh day of work under Paragraphs (a) through (d) of this Section and which does not qualify for any other premium shall receive a five percent (5%) premium for work on either Saturday or Sunday. Should a sixth or seventh day premium be paid under Paragraphs (a) through (d) of this Section or any other premium be paid, no such five percent (5%) premium shall be paid.

### **Section 10.5 – Training Hours**

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.

### **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, County shall have the right to require overtime work (i.e., to keep an employee over in order to deal with the emergency). 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.

### **Section 10.7 – Call-In Pay**

- (a) Except under the circumstances described in (b), 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 an employee is directed by competent authority to report for work on an emergency assignment which is not contiguous to his/her regular work day and the time worked begins in one "work day" and ends in another "work day" as defined in Section 9.1 of this Agreement, the employee shall be paid the greater of: a) the applicable hourly rate for all hours worked on such emergency assignment or b) four (4) hours at the employee's hourly rate.

### **Section 10.8 – 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 hourly rate.

### **Section 10.9 – Acting Out of Class Pay**

- (a) An employee who has completed his/her probationary period, and who is temporarily working in a job classification in a higher pay grade than his/her classification for a period of at least 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.

Acting Out of Class Pay may also be authorized if: (1) an emergency is declared by the Appointing Authority; (2) an employee is assigned to a higher class of work; and (3) the employee assigned is 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.
- (d) Any employee who is acting out of class as defined in this section and who also is required to work a night shift as defined in Section 10.8 – Night Shift Differential shall be entitled to both the acting out of class pay and the night shift differential provided for in Section 10.8 for the same hours worked.

### **Section 10.10 – Paid Meals**

Employees required to work in excess of ten (10) consecutive hours, and employees required to work in excess of four (4) consecutive hours on call-back, shall receive eight dollars (\$8.00) toward the purchase of a meal in addition to any other premium pays in this Article. Callback is defined as working a period of time during a work day, returning home and then being called back to work during this same twenty-four (24) hour period. In addition to the payment provided by the first sentence of this Section, employees shall receive paid meals for each four (4) consecutive hours that the employee works after working the hours set forth in the first sentence. Employees shall be provided with a reasonable meal period without loss of pay under this Section.

### **Section 10.11 – Rest Periods**

Employees shall receive a fifteen (15) minute rest period during each half of their regular work day.

### **Section 10.12 – Clean-Up Period**

Employees shall receive a fifteen (15) minute clean-up period to be scheduled at the end of their regular work day.

### **Section 10.13 – Stand-By**

- (a) County shall solicit volunteers to work stand-by. Whenever a sufficient number of volunteers do not accept stand-by, employees may be required to accept stand-by in reverse seniority order. The Union may propose alternate methods for stand-by which the County shall consider.
- (b) Employees who volunteer and are selected to work stand-by or employees who are required to work stand-by shall be paid twenty dollars (\$20.00) per eight hours for stand-by. If an employee is required to work stand-by duty for more than eight (8) hours due to operational necessity or emergency, the employee shall be paid two dollars and fifty cents (\$2.50) for each additional hour of stand-by duty and one dollar and twenty-five cents (\$1.25) for each additional half-hour of stand-by duty.
- (c) Stand-by pay shall be received in addition to other premium pays listed in this Article and shall be excluded from the prohibitions detailed in Section 10.14(a).

- (d) Animal control officers who reside in Anne Arundel County shall be allowed to take home a vehicle when they are required to be on stand-by duty.

**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, except as provided in Section 10.13(c).
- (b) Night shift differential (as provided in Section 10.8 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 on the LM or FW pay schedule who has received a longevity award prior to July 1, 2004, or who will receive a longevity award in accordance with sub-sections (b), (c), (d) or (e) below will continue to receive this award until the employee is eligible for a greater longevity award.
- (b) Effective the first full pay period in July 2003, an employee who completes eight (8) years of continuous service with the County shall be entitled to a longevity award calculated at three percent (3%) of the employee’s current pay rate or skill 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) Effective the first full pay period in July 2003, in lieu of the longevity award provided in Section 10.15(b), an employee who completes twelve (12) years of continuous service with the County shall be entitled to a longevity award calculated at six percent (6%) of the employee’s current pay rate or skill 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) Effective the first full pay period in July 2003, in lieu of the longevity award provided in Section 10.15(b) and (c), an employee who completes sixteen (16) years of continuous service with the County shall be entitled to a longevity award calculated at ten percent (10%) of the employee’s current pay rate or skill 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 in July 2003, in lieu or the longevity award provided in Section 10.15(b), (c), and (d), an employee who completes twenty (20) years of continuous service with the County shall be entitled to a longevity award calculated at fifteen (15) percent of the employee’s current pay rate or skill 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) Effective the first full pay period on or after January 1, 2006, in lieu of the longevity awards provided in section (b), (c), (d), and (e), an employee who completes:
- (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 or skill 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 or skill 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 or skill 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.
- (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.

**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.

Employees on the FW Pay Schedules as defined in Appendix V and VI shall receive pay advancements in accordance with the criteria set forth in Appendix V and VI.

- (b) An employee's anniversary date for the purpose of merit pay advancements will change if the employee receives an overall rating of unsatisfactory. Such employee shall not receive a merit pay advancement if he/she is rated overall unsatisfactory, but will be re-evaluated ninety (90) calendar days after his/her receipt of an unsatisfactory rating. This ninety (90) day re-evaluation is meant to encourage the employee to bring his/her performance up to a level that meets the standards for his/her position. An employee who then meets or exceeds the standards for his/her position shall receive a merit pay advancement as determined by his/her Overall Rating, effective as of the ninety (90) day re-evaluation.

However, a second ninety (90) day review will be conducted if an employee fails to improve to a satisfactory level of performance. An employee who then meets or exceeds the standards for his/her position shall receive a merit pay advancement determined by his/her Overall Rating, effective as of the second ninety 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 Evaluation. 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) Employees on LM Pay Schedules

- (1) Effective the first full pay period on or after July 1, 2007, employees shall receive a two percent (2%) increase in pay, not to exceed the maximum pay rate for the grade on Pay Schedule A of Appendix III. Pay Schedule A 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 A is effective the first full pay period on or after July 1, 2007.
- (2) Effective the first full pay period on or after January 1, 2008, employees shall receive a one percent (1%) increase in pay, not to exceed the maximum pay rate for the grade on Pay Schedule B. Pay Schedule B represents an increase to the minimum pay rate of one percent (1%) and 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.
- (3) Effective the first full pay period on or after April 1, 2008, the maximum pay rate for each grade shall increase by two percent (2%). Pay Schedule C represents an increase to the maximum pay rate of two percent (2%). Pay Schedule C is effective the first full pay period on or after April 1, 2008.
- (4) Effective the first full pay period on or after July 1, 2008, employees shall receive a two percent (2%) increase in pay, not to exceed the maximum pay rate for the grade on Pay Schedule D. Pay Schedule D 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 D is effective the first full pay period on or after July 1, 2008.
- (5) Effective the first full pay period on or after January 1, 2009, employees shall receive a one percent (1%) increase in pay, not to exceed the maximum pay rate for the grade on Pay Schedule E. Pay Schedule E 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 E is effective the first full pay period on or after January 1, 2009.
- (6) 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.

- (7) Effective the first full pay period on or after July 1, 2009, employees shall receive a two percent (2%) increase in pay, not to exceed the maximum pay rate for the grade on Pay Schedule G. 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.
- (8) Effective the first full pay period on or after January 1, 2010, employees shall receive a one percent (1%) increase in pay, not to exceed the maximum pay rate for the grade on Pay Schedule H. 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.
- (9) Effective the first full pay period on or after April 1, 2010, the maximum pay rate for each grade shall increase by one percent (1%). Pay Schedule I represents an increase to the maximum pay rate of one percent (1%). Pay Schedule I is effective the first full pay period on or after April 1, 2010.
- (10) Effective the first full pay period on or after July 1, 2010, employees shall receive a three percent (3%) increase in pay, not to exceed the maximum pay rate for the grade on Pay Schedule J. 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.
- (11) 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.
- (12) In each year of this Agreement, on the pay period closes 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.
- (13) Except for employees on the FW Pay Schedule, 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.

(b) Employees on FW Pay Schedules

- (1) Effective the first full pay period on or after July 1, 2007, "Flexible Workers" as defined in Appendix V shall receive the hourly rate of pay as detailed in Appendix III, Pay Schedule L. Pay Schedule L represents an increase to the hourly rate of pay for each skill pay rate of two percent (2%).

- (2) Effective the first full pay period on or after January 1, 2008, "Flexible Workers" as defined in Appendix V shall receive the hourly rate of pay as detailed in Appendix III, Pay Schedule M. Pay Schedule M represents an increase to the hourly rate of pay for each skill pay rate of one percent (1%).
- (3) Effective the first full pay period on or after July 1, 2008, "Flexible Workers" as defined in Appendix V shall receive the hourly rate of pay as detailed in Appendix III, Pay Schedule N. Pay Schedule N represents an increase to the hourly rate of pay for each skill pay rate of two percent (2%).
- (4) Effective the first full pay period on or after January 1, 2009, "Flexible Workers" as defined in Appendix V shall receive the hourly rate of pay as detailed in Appendix III, Pay Schedule O. Pay Schedule O represents an increase to the hourly rate of pay for each skill pay rate of one percent (1%).
- (5) Effective the first full pay period on or after July 1, 2009, "Flexible Workers" as defined in Appendix V shall receive the hourly rate of pay as detailed in Appendix III, Pay Schedule P. Pay Schedule P represents an increase to the hourly rate of pay for each skill pay rate of two percent (2%).
- (6) Effective the first full pay period on or after January 1, 2010, "Flexible Workers" as defined in Appendix V shall receive the hourly rate of pay as detailed in Appendix III, Pay Schedule Q. Pay Schedule Q represents an increase to the hourly rate of pay for each skill pay rate of one percent (1%).
- (7) Effective the first full pay period on or after July 1, 2010, "Flexible Workers" as defined in Appendix V shall receive the hourly rate of pay as detailed in Appendix III, Pay Schedule R. Pay Schedule R represents an increase to the hourly rate of pay for each skill pay rate of three percent (3%).

### **Section 10.18 – Training Wage**

Persons who are newly hired into classifications on the LM Pay Schedule covered by this Agreement shall be paid at the minimum hourly rate of pay for the Grade as detailed in Appendix III, Schedules A, through K. An employee who is newly hired at the minimum hourly rate of pay for the Grade and who receives an overall satisfactory performance review at the completion of twelve (12) months from the employee's hire date shall be paid nine percent (9%) above the minimum hourly rate of pay for the Grade. Thereafter, pay advancements shall be in accordance with Section 10.16(a) of this Agreement.

### **Section 10.19 – Commercial Driver's License**

Employees required by the County to maintain a commercial driver's license, or employees who use a commercial driver's license in service to the County, shall be reimbursed for the cost of the license above the normal cost of renewal for a non-commercial driver's license.

### **Section 10.20 – Compensatory Leave in Lieu of Overtime Pay**

- (a) Employees in the classifications of Police Communications Operator I and Police Communications Operator II 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 582, subject to (b) below. Once requested, decisions as to whether an employee will receive overtime pay or compensatory leave credit shall be made by the employee's most immediate non-bargaining unit supervisor, at the supervisor's

discretion. Use of accrued compensatory leave will not be unreasonably denied unless the use of the compensatory leave unduly disrupts the operations of the Police Department.

- (b) Employees in the classifications of Police Communications Operator I and Police Communications Operator II may accrue no more than one hundred and two (102) hours of compensatory leave credit (representing 68 hours of overtime work). Upon attaining a balance of one hundred and two (102) 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 one hundred and two (102) hours.
- (c) If an employee in the classification of Police Communications Operator I or Police Communications Operator II 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.
- (d) Payment for unused compensatory time will be paid at the regular rate earned by the employee in his or her classification of Police Communications Operator I or Police Communications Operator II at the time the employee receives payment.
- (e) When an employee ceases to be classified as a Police Communications Operator I or Police Communications Operator II, but continues to be employed by the County, all unused compensatory time will be liquidated and paid at the regular rate last earned by the employee as a Police Communications Operator I or Police Communications Operator II.
- (f) Upon termination of employment from Anne Arundel County government, employees in the classifications of Police Communications Operator I and Police Communications Operator II shall be paid for unused compensatory time as follows:
  - (i) The average regular rate received by the employee during the last three (3) years of employment (the three-year period immediately prior to termination); or
  - (ii) the final regular rate received by the employee, whichever is higher.

### **Section 10.21 – Certification Incentive Bonus**

An employee in the classification of Construction Code Inspector will receive an annual incentive bonus of \$2,000.00 (two thousand dollars) to be paid in twenty-six (26) equal installments beginning the first full pay period on or after July 1 of each year for each International Code Council Certification or Master Trade License beyond the certification required for the employee's specialty, i.e., plumbing inspection, building inspection, mechanical inspection, and electrical inspection, provided that the International Code Council Certification or Master Trade License is directly related to the employee's job duties and the employee uses the certification or trade license in the performance of his or her current job duties.

## **Article 11** **Leaves**

### **Section 11.1 – Annual Leave**

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

Years of Continuous Service

Accrual Per Calendar Month

0 but less than 5	.83 (10 days per year)
5 but less than 10	1.24 (15 days per year)
10 but less than 20	1.67 (20 days per year)
20 years or more	2.08 (25 days per year)

- (b) Employees normally scheduled to work fifty percent (50%) or more of the regular work week for their classification, but who are not normally scheduled to work the full regular work week for such classification, shall be entitled to receive paid annual leave accrued at one-half (.5) the rate of accrual set forth in Section 11.1(a).
- (c) Procedures governing annual leave shall be in accord with §6-1-302 of the County Code. An employee may not carry over more than thirty (30) days of annual leave into a pay period calendar year. The pay period calendar year ends on December 26, 2007.
- (d) In addition to the annual leave provided in Section 11.1(a), employees in the classification of Police Communications Operator I and II 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 (see Section 12.1) and personal leave (see Section 11.8) provided in this Agreement. Police Communications Operator I and II 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 this additional day of paid annual leave is in lieu of the holiday provided in election years.

**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.
- (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 one-half (.5) the rate of accrual set forth in Section 11.2(a).
- (c) Procedures governing disability leave shall be in accord with §6-1-303 of the County Code.
- (d) Disability due to maternity will be considered as any other disability.
- (e) 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.
- (f) Employees who have been required to bring in a one-day medical certificate in accordance with §6-1-303(h)(2) of the Anne Arundel County Code and who have unfaithfully complied with such requirement shall not be required to provide a one-day medical certificate for longer than six (6) months.
- (g) Employees may use up to five (5) days of disability leave per year to care for non-dependent parents and/or children.

### **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.

### **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 shall be granted Military Leave in accordance with the applicable provisions of the Anne Arundel County Code.

### **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. 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, stepchild, grandchild, brother, brother-in-law, sister, sister-in-law, parent, stepparent, foster parent, parent-in-law, guardian, grandparents, or grandparent-in-law.

### **Section 11.8 – Personal Leave**

- (a) Except for employees in the classification of Police Communications Operator I and II, employees who have completed their probationary period shall receive one (1) paid personal day in each calendar year. Personal leave 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 classification of Police Communications Operator I and II shall receive one (1) additional day of annual leave for a total of fifteen (15) days as specified in Section 11.1(d).

### **Section 11.9 – Leave Options**

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

As provided in §6-1-303(e)(ii) of the County Code, disability leave may be used when an employee's spouse or child is incapacitated by physical or mental illness.

Disability leave may be advanced in accord with §6-1-303(j) of the County Code.

Annual leave may be advanced in accord with §6-1-302(e) of the County Code.

Leave without pay may be authorized for up to a maximum of sixty (60) days in accord with §6-1-304 of the County Code.

### **Section 11.10 – Leave Sharing**

County shall maintain a leave sharing program in accordance with Section H-9 of the Employee Relations Manual and subsequent revisions whereby employees may donate accrued annual leave (see Section 11.1) and personal leave (see Section 11.8) to other employees who have exhausted all forms of paid leave to which they are entitled and whose receipt of donated leave has been approved by their Appointing Authority. In addition, employees may also donate up to 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 and Medical Leave**

Employees shall be provided with all applicable benefits of the Family and Medical Leave Act of 1993 commencing on August 5, 1993, as detailed in Section H-5 of the Employee Relations Manual. Any such County rules shall not conflict with the Federal Act, nor in any way limit the benefit that is available under the Act.

### **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 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 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. Employees working four (4) consecutive ten hour work days within a work week as set forth in section 18.2, will be entitled to ten (10) hours leave with pay on their alternative work day for holidays listed in 12.1 (b)(1).
- (3) Leave with pay on an alternative work day granted under this Section:
- a. may not be used before the holiday is observed;
  - b. may be accumulated up to thirty-two (32) hours; and
  - 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) Employees shall receive eight (8) hours pay at their hourly rate for each holiday listed in Section 12.1(a).
- (e) As provided in Section 11.1(d) of this Agreement, employees in the classification of Police Communications Operator I and II 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(a) shall be paid at one and one-half (1.5) times their hourly 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 as defined in Section 10.3, all holiday hours for which an employee is compensated by County including scheduled days off (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) 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.
- (b) The County shall provide Union with office space, including two (2) telephone lines and one (1) fax line to be used by the Union solely for union business related to employees represented by AFSCME 582.

### **Section 13.4 – Negotiations**

Union's President and members of Union's Executive Board or up to a maximum of nine (9) employees designated by the President of the 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 – Release Time**

County shall grant up to an aggregate maximum of five hundred (500) hours of leave with pay in each year of this Agreement to employees designated by the President or in his absence, his designee, to deal with Union business.

A request to use leave with pay under this Section shall be presented in writing by the Union President to the Department Head, with a copy to the Personnel Officer. The request shall specify the person requiring the leave, the amount of leave required, and the purpose of such leave.

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

### **Section 13.6 – Union Meetings**

Union stewards and officers shall be released with pay to attend regular Union meetings held during their scheduled work hours for up to a maximum of one (1) time per month and for up to a maximum of three (3) hours for each occurrence. This provision applies solely to union stewards and officers actually scheduled to work at said times.

## **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.

### **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.

### **Section 14.3 – Uniforms, Tools and Safety Equipment**

County shall continue to provide and maintain uniforms and safety equipment for the employees in accord with existing Departmental policy.

### **Section 14.4 – Preventive Maintenance**

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

### **Section 14.5 – Automotive Mechanics' Tools**

- (a) In the event that the personal tools of Automotive Mechanics in the Central Services Internal Service Fund Fleet Maintenance Garage are stolen during a reported (to the Police Department) breaking and entering into the Central Services Internal Service Fund Fleet Maintenance Garage County will replace such tools, provided that they (the tools) have been previously registered with the County's Personnel Officer.
- (b) In the event of the mysterious disappearance of the personal tools of Automotive Mechanics in the Central Services Internal Service Fund Fleet Maintenance Garage the Central Services Officer shall conduct an investigation into such mysterious disappearance and may, solely at his/her discretion, replace such tools.

**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.

**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) issued to them. Any correspondence relating to disciplinary action (as defined in Section 7.1) 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 shall have access, either with or without Union representation, 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. Employees shall receive a copy of any disciplinary action (as defined in Section 7.1 of this Agreement) issued to them.

**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 possible areas of improvement to the efficiency of the overall operation, including improvements in the language of this Agreement. Such improvements must be approved by Management and Union to be effective.

**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) 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.

- (c) Any employee opting for no coverage shall, upon receipt by County of evidence of other applicable health insurance coverage, receive the sum of five hundred and forty-six dollars (\$546) pro-rated over each pay period in the (health insurance coverage) plan year.
- (d) A representative of the union will be included in any committee established by the county with other bargaining units to address health insurance issues.

**Section 17.2 – Life Insurance**

- (a) County shall continue to provide its present life insurance coverage (in the amount of \$10,000) at no cost to employees.
- (b) In the event an employee is killed in the line of duty, the county shall pay the named beneficiary an amount equal to the annual pay of the deceased employee.

**Section 17.3 – Pension**

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

The County agrees to continue the Labor/Management Committee to discuss pension issues as they relate to the Employees' Pension Plan.

**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. 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 of this Agreement will begin when the employee’s scheduled shift begins.

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 by employees in classifications designated with a letter “B”.

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 allowing release time for the President of Local 582; (c) to continue the past practice of providing safety shields to VDT (video display terminal) operators; and (d) 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 Report**

County shall provide to Local 582 a copy of the annual report prepared by or at the direction of the Pension Oversight Commission. Each report shall be delivered to Local 582 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 – EXCEL Program**

County and union agree to continue to cooperate in good faith in the EXCEL program. This program is dedicated to enhancing operational efficiency, employee involvement and making the utility enterprise system competition proof. Both the county and union agree to act in good faith to initiate amendments as the EXCEL program continues to evolve. It is understood that these changes may have monetary implications, but that funding these changes will be as a result of savings derived from the program=s efficiencies. Initiatives that are considered may include, but are not limited to, attendance incentives, cash rewards for savings suggestions, and other means to reward team efficiency and performance. The framework for the EXCEL program is detailed in Appendix V.

### **Section 18.7 – Classification Studies**

County agrees to involve the bargaining unit in future studies of classifications listed in Appendix I. County also agrees to solicit bargaining unit input prior to the introduction of legislation to implement any changes to the classifications listed in Appendix I.

## **Article 19** **Allowances**

### **Section 19.1 – Cleaning Allowance**

Police Communications Officers shall receive a cleaning allowance of \$208 per fiscal year due and payable in twenty-six (26) equal installments.

### **Section 19.2 – Tool Purchase Allowance**

County shall pay a tool purchase allowance of two hundred dollars (\$200) per year (to be paid in quarterly installments) to employees in the following classifications: Automotive Mechanic I, Automotive Mechanic II, Automotive Mechanic III, Automotive Machinist and Welder II.

Employees must evidence current tool purchases (i.e., purchases within the same quarter or immediately previous quarter) equal to, or in excess of, the quarterly tool purchase allowance in order to receive the benefit of this Section. However, County’s approval shall be required in advance of any tool purchases for which an employee wishes to receive credit.

### **Section 19.3 – Training Allowance: Police Communication Operators**

- (a) An employee in the classification of Police Communication Operator I or Police Communication Operator II may be designated by the Police Department as a PCO Trainer.
- (b) A PCO Trainer will be responsible for the formal console, on-the-job, training for new employees who have completed their classroom training.
- (c) An employee who is designated by the Police Department as a PCO Trainer shall not be required to perform console training in excess of eight (8) hours in a work day. However, a PCO Trainer may voluntarily agree to continue training for an additional four (4) hours beyond the eight (8) hours in a work day.

- (d) An employee who is designated by the Police Department as a PCO Trainer who furnishes training for a Police Communications Operator I as described in (a) above shall receive a training allowance of seven dollars (\$7.00) for performing four (4) hours of actual training.
- (e) An employee who is designated by the Police Department as a PCO Trainer who furnishes training for a Police Communications Operator II as described in (a) above shall receive a training allowance of eight dollars (\$8.00) for performing four (4) hours of actual training.
- (f) Payment of the Training Allowance will be for a period not to exceed eight hundred and forty-four (844) hours of On-the-Job-Training for Police Communications Operator II and may not exceed one hundred forty-four (144) hours of On-the-Job-Training for a Police Communications Operator I.

**Section 19.4 – Automotive Service Excellence (A.S.E.)**

An employee shall receive payment for the cost of each examination that the employee successfully completes after July 1, 2004, in the A.S.E. Automobile Technician Certification Series, the Master Certified Medium/Heavy Truck Technicians Test Series and the Master Certified Emissions Test Series, provided the certification was 1) required by his/her job responsibilities; 2) directly related to the employee's job duties; or 3) was taken in the process of obtaining a master's certification directly related to the employee's job.

In addition, employees who achieve or who have an A.S.E. Certification as a Master Certified Technician in Automobile, a Master Certified Medium/Heavy Truck Technician, and/or a Master Certified Emissions Technician during the term of this Agreement shall receive a one-time payment of \$500, provided that the achievement of the A.S.E. Certification is directly related to the employee's job duties.

**Article 20**  
**Duration of Agreement**

**Section 20.1 – 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 15<sup>th</sup> 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 20.2 – 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 20.3 – Separability**

If any term or provision of this Agreement is, at any time during the duration of this Agreement, in conflict with any law or court decision, such term or provision shall continue in effect only to the extent permitted by such law or court decision. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

**Section 20.4 – 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 582, American Federation Of State,  
County And Municipal Employees,  
AFL-CIO,  
A/W Maryland Public Employees'  
Council 67**

**Anne Arundel County, Maryland**

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Kory M. Blake  
Maryland Public Employees  
Council 67

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John R. Leopold  
County Executive

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R. Michael Akers  
President – AFSCME, Local 582

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Andrea M. Fulton  
Personnel Officer

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Mark P. Bois  
Vice-President – AFSCME, Local 582

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Jeffrey A. Austin  
Chief Spokesperson

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Glenard Middleton, Sr.  
Executive Director

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Jonathan A. Hodgson  
County Attorney

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Julie T. Sweeney  
Sr. Assistant County Attorney