



County Executive John R. Leopold

Post Office Box 6675  
Annapolis, Maryland 21401

# Office of Personnel

**Andrea M. Fulton, Personnel Officer**

July 18, 2007

R. Michael Akers  
AFSCME, Local 582  
7320 Ritchie Highway  
Glen Burnie, Maryland 21061

Dear Mr. Akers:

This letter is a Letter of Understanding to the Memorandum of Agreement (MOA) between Anne Arundel County and the American Federation of State, County and Municipal Employees, Local 582, dated July 1, 2007 to June 30, 2011. The following amendment to Section 11.1(d) – Annual Leave is proposed to replace the current language of Section 11.1(d):

- (d) In addition to the annual leave provided in Section 11.1(a), employees in the classification of Police Communications Operator I and II and Fire Communications Operators 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 and Fire Communications Operators 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.

The following amendment to Section 11.8 – Personal Leave is proposed to replace the current language of Section 11.8:

- (a) Except for employees in the classification of Police Communications Operator I and II and Fire Communications Operators, 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 and Fire Communications Operators shall receive one (1) additional day of annual leave for a total of fifteen (15) days as specified in Section 11.1(d).



The following amendment to Section 12.1(e) is proposed to replace the current language of Section 12.1(e):

- (e) As provided in Section 11.1(d) of this Agreement, employees in the classification of Police Communications Operator I and II and Fire Communications Operators 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.

The following amendment to Section 10.20 – Compensatory Leave in Lieu of Overtime Pay is proposed to replace the current language of Section 10.20:

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

- (a) Employees in the classifications of Police Communications Operator I and II and Fire Communications Operator 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) and (c) 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 or Fire Department.
- (b) Employees in the classification of Police Communications Operator I and 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) Employees in the classification of Fire Communications Operator may accrue no more than seventy-two (72) hours of compensatory leave credit (representing 48 hours of overtime work). Upon attaining a balance of seventy-two (72) 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 seventy-two (72) hours.
- (d) If an employee in the classification of Police Communications Operator I or II or Fire Communications Operator 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.
- (e) 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 II or Fire Communications Operator. On the last pay period of the fiscal year all unused accrued compensatory leave may be paid out in cash and received by the employee on the first paycheck date of the following fiscal year or the employee may elect to roll over the accrued compensatory leave into the next fiscal year.



- (f) When an employee ceases to be classified as a Police Communications Operator I or II or Fire Communications Operator, 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 II or Fire Communications Operator.
- (g) Upon termination of employment from Anne Arundel County government, employees in the classifications of Police Communications Operator I and II and Fire Communications Operator 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.

The following new section is proposed to be added to Article 18 – Miscellaneous Provisions entitled:

**Section 18.8 – “10-14” Schedule**

This section applies only to employees in the classification of Fire Communications Operators. All provisions, sections and sub-sections of this Memorandum of Agreement shall apply to the Fire Communications Operators, except that:

- (a) A “work day” is a period of twenty-four (24) hours beginning at 7:00 a.m. and ending at 7:00 a.m. on the following day.
- (b) A “work week” shall consist of seven (7) consecutive days beginning at 12 midnight on Wednesday and ending at 12 midnight on the following Wednesday.
- (c) A pay period shall consist of two (2) “work weeks.”
- (d) Notwithstanding anything to the contrary contained in this Memorandum of Agreement, Fire Communications Operators shall have the following work schedule: Two (2) ten (10) hour day shifts followed by two (2) fourteen (14) hour night shifts followed by four (4) consecutive non-work days.
- (e) Fire Communications Operators shall work a four (4) pay period rotational cycle which consists of one (1) pay period containing ninety-six (96) work hours, one (1) pay period containing eighty-nine (89) work hours, one (1) pay period containing seventy-six (76) work hours, and one (1) pay period containing seventy-five (75) work hours.
- (f) Fire Communications Operators who work in excess of their regularly scheduled work day shall receive one and one-half (1.5) times his/her regular pay for all hours worked in excess of his/her regularly scheduled work day or in excess of forty (40) hours actually worked within the work week. For the purpose of computing overtime pay, all leave hours for which an employee is compensated by the County shall be regarded as hours worked.
- (g) Fire Communications Operators shall be paid two (2) times their hourly rate for all hours actually worked on the fourth regularly scheduled day off in the work week, provided that the employee has worked each day of his/her regular work schedule and provided that the employee has worked on the first, second, and third regularly scheduled day off.



- (h) Fire Communications Operators shall receive eight dollars (\$8.00) toward the purchase of a meal on those shifts when they are required to work in excess of ten (10) consecutive hours in accordance with Section 10.10 of this Agreement.
- (i) Fire Communications Operators shall accrue annual and disability leave based on a forty (40) hour work week and an eighty (80) hour pay period beginning July 26, 2007.
- (j) Annual Leave balances will be converted to eight (8) hour days on December 27, 2007.
- (k) Annual Leave and Disability Leave usage for Fire Communications Operators shall be charged on an hour-for-hour basis beginning on July 26, 2007.
- (l) A Fire Communications Operator who is eligible for a longevity premium as described in Section 10.15 of this Agreement on July 26, 2007, and thereafter, shall have the longevity premium added to the employee's hourly rate and shall be paid in the same manner as the employee receives his/her regular earnings.

The items set forth in this Letter of Understanding are contingent upon any legislative action (including funding) needed to implement its provisions. All other terms of the Memorandum of Agreement apply and remain in effect.

Sincerely,

Accepted for the Union:

Andrea M. Fulton  
Personnel Officer

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R. Michael Akers, President

AMF/sft

Approved as to Form and Legal Sufficiency:

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Anne Arundel County Office of Law

cc: John R. Leopold  
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