

Memorandum of Agreement

Between

**Anne Arundel County
(Maryland)**



And

Anne Arundel County Police Lieutenants Association

July 1, 2011 – June 30, 2012

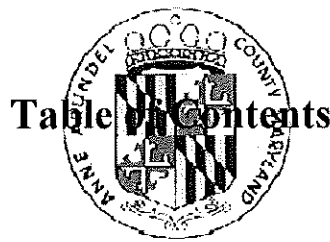


Table of Contents

Article 1 – Recognition and Unit	1
Section 1.1 – Recognition.....	1
Section 1.2 – Unit Description	1
Article 2 – Non-Discrimination	2
Section 2.1 – Non-Discrimination	2
Section 2.2 – Association Activity	2
Article 3 – Management Functions	2
Section 3.1 – Management Functions.....	2
Article 4 – No Strikes or Lockouts	2
Section 4.1 – No Strikes	2
Section 4.2 – No Lockouts	2
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 – Association to Indemnify County.....	3
Section 5.4 – Limitation on Payroll Deductions.....	3
Article 6 – Grievance Procedure	3
Section 6.1 – Definition of Grievance	3
Section 6.2 – Grievance Procedure.....	4
Section 6.3 – Time Limitations	5
Section 6.4 – Written Presentation	6
Section 6.5 – Grievance Meetings.....	6
Article 7 – Seniority	6
Section 7.1 – Definition.....	6
Section 7.2 – Termination of Seniority	6
Section 7.3 – Seniority Roster	6
Section 7.4 – Vacancies.....	6
Section 7.5 – Layoff and Recall	7
Section 7.6 – Furlough Days	7
Article 8 – Schedules	7
Section 8.1 – Schedules.....	7
Section 8.2 – Individual Work Schedules	7
Section 8.3 – Work Beyond Regular Schedule	7
Article 9 – Wages and Premiums	8
Section 9.1 – Purpose of Article.....	8
Section 9.2 – Regular Wages and Pay Rates	8
Section 9.3 – Pay Schedule.....	9
Section 9.4 – Progression Through the Pay Schedule	9
Section 9.5 – Acting Out of Class Pay	10
Section 9.6 – Shift Differential Pay.....	10
Section 9.7 – On Call Pay.....	10
Section 9.8 – Premium Pay Duplicating and Pyramiding	10
Article 10 – Allowances	11
Section 10.1 – Physical Fitness	11
Section 10.2 – Clothing Allowance.....	11

Section 10.3 – Cleaning Allowance	11
Section 10.4 – Service Weapons Allowance	11
Section 10.5 – Physical Fitness Incentive Allowance	11
Article 11 – Leaves	11
Section 11.1 – Annual Leave.....	11
Section 11.2 – Disability Leave.....	12
Section 11.3 – Jury Leave.....	12
Section 11.4 – Court Leave	12
Section 11.5 – Civic Leave.....	12
Section 11.6 – Military Leave	12
Section 11.7 – Funeral Leave	13
Section 11.8 – Leave Forms	13
Section 11.9 – Annual Leave Schedule	13
Section 11.10 – Family and Medical Leave	13
Section 11.11 – Miscellaneous Leave	13
Section 11.12 – Personal Leave.....	14
Article 12 – Pension Plan	14
Section 12.1 – Pension Plan	14
Section 12.2 – Deferred Retirement Option Program	14
Article 13 – Insurance Coverages	15
Section 13.1 – Health Insurance	15
Section 13.2 – "Flexible Benefits" Program	15
Section 13.3 – Life Insurance	15
Section 13.4 – Burial Expenses	15
Section 13.5 – Civil Liability Coverage	15
Article 14 – Association Affairs	16
Section 14.1 – Negotiations.....	16
Section 14.2 – Union Business Leave	16
Article 15 – Safety and Health	16
Article 16 – Rules and Regulations	16
Article 17 – Personnel Practices	16
Section 17.1 – Personnel Files.....	16
Section 17.2 – Copies of Agreement	17
Section 17.3 – Disciplinary Procedures.....	17
Section 17.4 – Eligibility List Duration.....	17
Section 17.5 – Disclosure of Personal Information	17
Section 17.6 – Leave Sharing.....	17
Section 17.7 – Education Assistance	17
Article 18 – Duration of Agreement	17
Section 18.1 – Duration	17
Section 18.2 – Amendments.....	18
Section 18.3 – Separability.....	18
Section 18.4 – Ratification	18

Appendix I – Police Lieutenants Pay Schedule
Appendix II – DROP

Memorandum of Agreement

Between

**Anne Arundel County
(Maryland)**

and the

**Anne Arundel County Police Lieutenants Association
IBPO, Local 802**

This Memorandum of Agreement is made and entered into by Anne Arundel County, Maryland (hereinafter referred to as County) and the Anne Arundel County Police Lieutenants Association, International Brotherhood of Police Officers, Local 802 (hereinafter referred to as Association) to establish wages, hours and conditions of employment.

Witnesseth

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

Article 1

Recognition and Unit

Section 1.1 – Recognition

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

Section 1.2 – Unit Description

- (a) **Current Classification.** The terms “employee” and “employees” shall mean all permanent employees occupying the classification of Police Lieutenant, with the exception of the employee occupying the position of Commander of Internal Affairs within the County Police Department.

The term “employee” and “employees” shall not include temporary employees, probationary employees, the employee occupying the position of Commander of Internal Affairs within the county Police Department and employees employed in any other classification(s), subject to the provisions of Section 1.2(b).

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

Article 2
Non-Discrimination

Section 2.1 – Non-Discrimination

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

Section 2.2 – Association Activity

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

Article 3
Management Functions

Section 3.1 – Management Functions

It is the exclusive right of County: (1) to determine the purposes and objectives of each of its constituent offices and departments; (2) to set standards of services to be offered to the public; (3) to determine the methods, means, personnel and other resources by which County's operations are to be conducted; and (4) to exercise control and discretion over its organization and operations.

Subject to this Agreement, it is also the right of County: (1) to direct its employees; (2) to hire, promote, transfer, assign or retain employees; (3) to establish reasonable work rules; (4) to demote, suspend, discharge or take other appropriate disciplinary action against its employees for just cause, in accordance with the County Charter and other applicable laws; and (5) to relieve its employees from duty because of lack of work or other legitimate reasons.

Article 4
No Strikes or Lockouts

Section 4.1 – No Strikes

Neither Association nor any employee may engage in, initiate, sponsor, support or direct a strike as that term is defined in §6-4-101(15) of the County Code. If Association or any employee violates this provision of Agreement, the County Executive may, as he/she considers necessary in the public interest: (1) impose disciplinary action, including removal from County service, of employees engaged in the illegal conduct in accordance with County Charter and other applicable laws; (2) terminate Association's dues deduction privilege; or (3) revoke Association's certification and disqualify Association from participation in representation elections for a period of up to (2) years.

Section 4.2 – No Lockouts

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

Article 5
Maintenance of Membership and Dues Deduction

Section 5.1 – Modified Agency Shop

- (a) Employees shall be required, as a condition of employment, to either become a member of the Association in good standing in accord with the Association's Constitution and By-laws, or pay a service fee to the Association.
- (b) The amount of the service fee shall not exceed the amount charged as Association dues and shall be utilized for purposes related to representation of the bargaining unit and its members.
- (c) Association 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 the Association in lieu of membership dues.

Section 5.2 – Payroll Deduction Authorization

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

Section 5.3 – Association to Indemnify County

Association 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. Association assumes full responsibility for the disposition of the funds deducted under Section 5.1 of this Article as soon as they have been remitted by County to Association's Treasurer.

Section 5.4 – Limitation on Payroll Deductions

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

Article 6
Grievance Procedure

Section 6.1 – Definition of Grievance

A grievance is a difference or dispute between an employee and the County regarding the meaning, interpretation or application of the express terms of this Agreement, County Charter, County Code or other applicable law regarding employment. Any matter subject to Title 3 of the

Public Safety Article, Annotated Code of Maryland, or as it may hereafter be amended, shall not be construed as a grievance under this section.

Section 6.2 – Grievance Procedure

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

Step I **Written Grievance to Police Chief**

A grievance shall be filed in writing with the Police Chief, provided that such written grievance is received by the Police Chief (or his/her designated representative) within twenty (20) work days following the event giving rise to the grievance or within twenty (20) work days following the time when the employee reasonably should have gained knowledge of its occurrence.

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

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

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

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

Step II **Written Grievance Appeal to Personnel Officer**

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

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

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

Within ten (10) work days after receipt of the written grievance appeal, County's Personnel Officer (or his/her designated representative) shall hold a meeting with the appealing employee. In the event that no resolution of the written grievance appeal is reached, during such meeting, County's Personnel Officer (or his/her designated representative) shall issue a written answer to the written grievance appeal within twenty (20) work days of the meeting at Step II.

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

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

Step III A
Written Appeal to Personnel Board

If the grievance is not settled in Step II, the employee may file a written grievance appeal to the County's Personnel Board, provided that such written appeal is received by the County's Personnel Board within ten (10) work days after the appealing employee's receipt of the Step II written answer. The County's Personnel Board shall hold a hearing on the grievance within forty-five (45) calendar days of receipt of such written appeal or as soon thereafter as possible. The County's Personnel Board shall render a decision on the grievance as soon as possible after such hearing.

Step III B
Binding Arbitration

If the grievance is not settled in Step II, the employee may proceed to binding arbitration in lieu of an appeal to the Personnel Board by complying with procedures currently set forth in §6-4-113 of the Anne Arundel County Code, providing notice to proceed to binding arbitration is received by the Personnel Officer within ten (10) work days after receipt of County's Step II answer.

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

Section 6.3 – Time Limitations

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

A work day within the meaning of this Article shall be defined as Monday through Friday excluding weekends and holidays, regardless of an employee's individual work schedule.

Section 6.4 – Written Presentation

Any written grievance presented under Section 6.2 of this Article shall include the exact nature of the grievance; the facts giving rise to the grievance; the specific provisions of this Agreement or of applicable law allegedly violated; and the desired corrective action. Grievances that are not completed according to this Section will be returned, along with oral or written direction with respect to the items that are not complete. The grievant will then be given five (5) work days in order to return a perfected grievance. Grievances that are not perfected and returned within five (5) work days shall be deemed to be withdrawn.

The County's written response at each step shall include the reason for any action taken, or any not taken, including but not limited to any allegations by the grievant, specific rules violated, and the supporting facts.

Section 6.5 – Grievance Meetings

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

Article 7 **Seniority**

Section 7.1 – Definition

"Seniority" is defined as an employee's length of continuous service with the Police Department. Service with other County departments or as a Police Service Officer shall not be credited toward service as a Police Lieutenant.

Section 7.2 – 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 eighteen (18) consecutive months for employees with twelve (12) or more months continuous service.

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 job abandonment, unless such employee is able to evidence sufficiently extenuating circumstances that prevented notification.

Section 7.3 – Seniority Roster

County shall furnish Association with a seniority roster for the classification of Police Lieutenant noting date of hire with the Police Department and job classification.

Section 7.4 – Vacancies

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

Section 7.5 – Layoff and Recall

Layoff and Recall in the classification of Police Lieutenant shall be in accord with the County Code.

Section 7.6 – Furlough Days

Employees shall be furloughed a maximum of six (6) days (48 hours) during the term of this Agreement. During the course of such furlough, the payment of wages under this Agreement shall be suspended.

Should the County Executive suspend County operations (excluding 24 hour/seven days a week functions) as a result of a furlough, employees shall not be entitled to administrative leave pursuant to Section 11.11 of this Agreement.

Article 8
Schedules

Section 8.1 – Schedules

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

Section 8.2 – Individual Work Schedules

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

Section 8.3 – Work Beyond Regular Schedule

It is the policy of the Anne Arundel County Government that Police Lieutenants are to be paid on an annual "salaried" basis and are expected to work those hours necessary to complete their assigned responsibilities.

Police Lieutenants may earn compensatory leave time for hours actually worked beyond their regular schedule. The Chief of Police shall have the discretion to provide employees compensatory time off with pay based on the needs of the Department in accordance with the following guidelines and subject to the following limitations:

- a. An employee may earn hour for hour compensatory leave time when he or she:
 - i. works more than one hour beyond the regularly scheduled hours actually worked in the employee's regular work day. After the initial one hour is worked, compensatory time is awarded in quarter hour increments only for additional time worked;
 - ii. works at least an hour on a regularly scheduled day off.

- b. An employee may not earn hour for hour compensatory leave time if:
 - i. compensatory time is not approved by the employee's supervisor. The Chief of Police will have the final decision with regard to any dispute that may arise with regard to the granting of compensatory time;
 - ii. it is the employee's poor productivity or performance that causes the employee to work extra hours to get the job done;
 - iii. an employee has already banked 80 hours of unused compensatory time.
- c. Compensatory time off may only be taken in one-hour increments.
- d. Compensatory time off may only be taken at times approved by the employee's supervisor.
- e. The building of a "bank" of unused compensatory time in excess of 80 hours is prohibited.
- f. Cash shall not be paid in lieu of paid compensatory time.
- g. No cash payment will be made for compensatory time when an employee leaves County service or moves to a position not covered by this Agreement.
- h. If the compensatory time is awarded for work performed beyond a regular work day, an employee must actually work his or her regular work day.
- i. If the compensatory time is awarded for work performed on a regularly scheduled day off, an employee must actually work his or her regular work week.
- j. If a Police Lieutenant is reassigned or transferred to a different work location or assignment within the Police Department, his/her "bank" of unused compensatory time will not be forfeited and will continue to be available in the manner set forth above.

Article 9

Wages and Premiums

Section 9.1 – Purpose of Article

The sole purpose of this Article is to provide a basis for the computation and payment of straight-time and premium wages. County's pay practices and procedures shall govern the calculation and computation of all wages.

Section 9.2 – Regular Wages and Pay Rates

"Regular wages" is defined as the pay rate for an employee's pay rate within the pay grade assigned to that employee's regular classification.

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

Section 9.3 – Pay Schedule

- (a) Effective the first full pay period on or after July 1, 2011, employees covered by this agreement shall be placed on Pay Schedule A of Appendix I at his/her pay rate as of June 30, 2011. Pay Schedule A shall continue as the pay schedule effective the first full pay period on or after July 1, 2011.
- (b) Police officers who are promoted to Lieutenant shall receive five percent (5%) above the pay rate which the employee was paid in the former grade, but not exceeding the maximum pay.
- (c) 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 9.4 – Progression Through the Pay Schedule

- (a) There will be no Merit Pay Advancement in Fiscal Year 2012, however, employees will continue to be rated on the Performance and Appraisal Report on an annual basis.
- (b) Pursuant to anniversary date policy change effective July 12, 2007, except for (c) below, a current employee’s anniversary date will remain the same as it was on July 1, 2011 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.
- (c) An employee’s anniversary date will change if the employee receives an overall rating of unsatisfactory. Such employee shall 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.

However, a second ninety (90) day review will be conducted if an employee fails to improve to a satisfactory level of performance. At the discretion of the Police Chief, any employee who receives an unsatisfactory rating on his/her second ninety (90) day re-evaluation may be given an additional ninety (90) day re-evaluation; reassigned to other duties; or dismissed for incompetence.

An employee will be eligible for a merit pay advancement under a future agreement on the anniversary date on which he/she was rated satisfactory pursuant to the terms of that future agreement.

- (d) An employee may only grieve the Overall Rating contained in his/her Performance Planning and Appraisal. Any such grievance shall be processed according to Article 6 (Grievance Procedure).

The following provision shall be included on, or attached to, all Performance Planning and Appraisal Forms: “An employee who disagrees with the Overall Rating contained in this appraisal may file a grievance, provided he/she does so within twenty (20) work days after his/her receipt of such Overall Rating.”

Section 9.5 – Acting Out of Class Pay

- (a) If an employee is assigned temporarily to a position in the classified service with a higher pay grade for a period of at least five consecutive workdays, the employee shall be paid for all hours worked in the higher pay grade at 5% above the employee's regular pay rate or at the minimum base pay for the position to which assigned, whichever is greater. The entitlement to and rate for payment of overtime shall be governed by the ordinances applicable to the position in the higher pay grade.
- (b) The appointing authority may approve the payment of out-of-class pay to an employee only if the position to which the employee is assigned is vacant or if the employee regularly assigned to the position is absent from duty, and if the position is an authorized, budgeted position. The temporary assignment and out-of-class pay may not be used as a substitute for reclassification or permanent appointment to a position.
- (c) An employee may be temporarily assigned to a position under this section only if the employee meets the minimum qualifications of the position and is qualified to perform all the duties of the position to which the employee is being temporarily assigned.
- (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 9.6 – Shift Differential Pay, shall be entitled to both the Acting Out of Class Pay and the Shift Differential premium provided for in Section 9.6 for the same hours worked.

Section 9.6 – Shift Differential Pay

Any employee who is required by the Police Chief, or designee, to work on a shift where the majority of his/her regular-scheduled hours are worked after 3:00 p.m. and before 9:00 a.m. shall be entitled to be paid a shift bonus of seven percent (7%) more than the employee's regular rate of pay.

Section 9.7 – On Call Pay

An employee who is assigned to on-call status by the Police Chief shall receive fifty dollars (\$50.00) for each week day (Monday through Friday) that the employee is assigned to on-call status and one hundred dollars (\$100.00) for each weekend day (Saturday and Sunday) that the employee is assigned to on-call status.

On-Call Pay shall be received in addition to other premium pays listed in this Article and shall be excluded from the prohibitions detailed in Section 9.8.

Section 9.8 – Premium Pay Duplicating and Pyramiding

Unless otherwise stated, there shall be no duplicating and pyramiding in the computation of premium wages. If more than one of the provisions of this Article are applicable to time worked by an employee, said employee shall be paid at the highest rate specified in any one such applicable provision. However, said employee shall not be entitled to additional pay under any other such provision(s).

Article 10
Allowances

Section 10.1 – Physical Fitness

On an annual basis (not more than once in a twelve (12) month period), an employee who successfully attains the Physical Fitness Service Award shall receive payment of seven hundred and fifty dollars (\$750) for Level 1 achievement; five hundred dollars (\$500) for Level 2 achievement; or two hundred and fifty dollars (\$250) for Level 3 achievement in accordance with Police Department Policies and Procedures.

Section 10.2 – Clothing Allowance

County shall pay a plain clothes allowance of five hundred and fifty dollars (\$550) per year to be paid in twenty six (26) equal installments. If an employee becomes eligible for the plain clothes allowance after the start of a fiscal year, County shall pro-rate the plain clothes allowance in increments of one twenty-sixth (1/26) of five hundred and fifty dollars (\$550) and pay the pro-rated plain clothes allowance beginning on the first full pay period following the date on which the employee became eligible in accordance with Police Department policies and procedures.

Section 10.3 – Cleaning Allowance

There shall be no cleaning allowance paid for Fiscal Year 2012.

Section 10.4 – Service Weapons Allowance

There shall be no service weapons allowance paid for Fiscal year 2012.

Section 10.5 – Physical Fitness Incentive Allowance

There shall be no physical fitness incentive allowance paid for Fiscal Year 2012.

Article 11
Leaves

Section 11.1 – Annual Leave

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

<u>Years of Continuous Service</u>	<u>Accrual per Calendar Month</u>
Less than 3	13 days per year
3 to less than 15	20 days per year
15 or more	26 days per year

- (b) Procedures governing annual leave shall be in accord with §6-1-302 of the County Code.

- (c) In addition to the annual leave provided in Section 11.1(a), all employees shall receive fifteen (15) days of paid annual leave in lieu of any holiday leave in accordance with §6-1-301 of the County Code.
- (d) Employees may not carry over more than thirty-five (35) days of Annual Leave into the next pay period calendar year. Annual leave accumulated which exceeds the maximum carry over limit of 35 days per calendar year will be converted to disability leave.

Section 11.2 – Disability Leave

- (a) Full-time employees shall be entitled to receive paid Disability Leave accrued at the rate of one and one-quarter (1-1/4) days per calendar month.
- (b) Procedures governing Disability Leave shall be in accord with §6-1-303 of the County Code.
- (c) Employees shall continue to participate in the Disability Leave Payment and Credit Program providing (under conditions detailed in §6-1-303 of the County Code) for management employees to receive \$25 per day for unused Disability Leave and for that same unused Disability Leave to be counted as credited service for purposes of retirement plan calculations.

Section 11.3 – Jury Leave

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

Section 11.4 – Court Leave

An employee required to appear before a court, public body or commission in connection with County business shall be entitled to leave with pay for the time necessary to appear during his/her regularly scheduled work day.

Section 11.5 – Civic Leave

An employee who is required to perform emergency civilian or military duties pursuant to an executive order issued by the President of the United States 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

An employee who is required to serve in a military training or reserve program of the Armed Forces of the United States shall be entitled to leave with pay, provided he/she offers valid proof of such military service. A copy of such employee's military orders must be submitted to

County's Personnel Officer by the employee requesting such leave. In no event, however, shall such leave exceed a maximum of twenty (20) regularly scheduled work days per year.

Section 11.7 – Funeral Leave

In the event of a death in his/her immediate family, an employee shall be entitled to leave with pay, provided that such leave is taken during the period between the date of death and the day following burial, both inclusive. Such leave shall not exceed a maximum of three (3) regularly scheduled work days per occurrence.

Immediate family shall include only the following: spouse, child, stepchild, grandchild, brother, brother-in-law, step brother, sister, sister-in-law, step sister, parent, stepparent, foster parent, parent-in-law, step parent-in-law, guardian, grandparent or grandparent-in-law.

Upon County's request, employees shall furnish proof of death and relationship.

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

Section 11.8 – Leave Forms

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

Section 11.9 – Annual Leave Schedule

The procedures for choosing annual leave shall be in accord with those outlined in the Anne Arundel County Police Department Rules/Regulations and Manual of Procedures.

Section 11.10 – Family and Medical Leave

Employees shall be provided with all applicable benefits of the Family and Medical Leave Act of 1993 as amended. Administration of this law is in accordance with Anne Arundel County Policies and Procedures as incorporated in the Employee Relations Manual.

Section 11.11 – Miscellaneous Leave

For the purposes of this Section, "business day" is defined as 8:00 a.m. to 4:30 p.m. Monday through Friday.

- (a) When the County closes for one full business day, an employee who (1) is already scheduled to work their regular work schedule, (2) is designated an emergency employee to provide essential services to County citizens, and (3) actually works more than fifty (50) percent of his/her regular shift on that same calendar day that the County is closed will receive administrative leave with pay on an alternate work day in addition to straight time wages for hours worked. The amount of administrative leave granted will be equal to the number of hours actually worked, in closest whole hour increments, and up to a maximum of eight (8) hours.
- (b) Notwithstanding sub-paragraph (a) of this section, employees who are regularly scheduled to and actually work eight hours on the midnight shift (i.e. begins at 11:00 p.m. and ends either 7:00 a.m. or 7:30 a.m.), when that shift ends on the day when the County

is closed for one full business day, will be entitled to eight (8) hours of administrative leave.

- (c) The paid administrative leave granted under this Section is forfeited if not used within twelve (12) months of the said closure.

Section 11.12 – Personal Leave

Employees shall receive one (1) personal leave day each calendar year. Employees who took a personal leave day between January 1, 2011 and July 1, 2011 are not entitled to another one in 2011. Personal Leave shall be scheduled by mutual agreement of the immediate supervisor and the employee. Personal leave may not be accumulated.

Article 12 **Pension Plan**

Section 12.1 – Pension Plan

- (a) County shall provide a pension plan for employees covered by this agreement in accord with Article 5, Title 5 (Police Service Retirement Plan) of the County Code as amended consistent with the provisions herein.
- (b) County agrees to continue the Investment Policy for Anne Arundel Pension Plans (i.e., the Investment Policy), a copy of which shall be provided to Association.
- (c) County agrees to continue a pension pick-up program whereby an employee's contribution to the Police Service Retirement Plan (as described in Article 5, Title 5 of the County Code) will be deducted on a pre-tax basis.
- (d) Neither County nor Association shall introduce legislation to decrease benefits provided by the Police Service Retirement Plan (as described in Article 5, Title 5 of the County Code) for the Duration (see Section 18.1) of this Agreement.
- (e) The following statement shall be added to the current pension provisions: "However, for purpose of a successor to this Agreement, Association specifically reserves the right to collectively bargain the terms and condition of its members' participation in the Police Service Retirement Plan provided in Article 5, Title 5 of the County Code."
- (f) The participant contributions to the pension plan for employees covered by this agreement shall remain current practice.

Section 12.2 – Deferred Retirement Option Program

The County shall provide a Deferred Retirement Option Program in accordance with Article 5, Title 5 (Police Service Retirement Plan) of the County Code. The provisions of this program are generally summarized in Appendix II.

Article 13
Insurance Coverages

Section 13.1 – Health Insurance

- (a) The County shall provide a group health, optical and dental insurance plan. The cost of each employee's benefits shall be shared by the County and the employee. The County's share of the health insurance premium for the non-HMO plan is eighty (80) percent of the health insurance premium and the employee's share for the non-HMO plan is twenty (20) percent. The County's share of the health insurance premium for the HMO plan(s) is ninety (90) percent and the employee's share for the HMO plan (s) is ten (10) percent.
- (b) Any employee opting for no coverage shall, upon receipt by County of evidence of other applicable health insurance coverage, receive the sum of five hundred and forty-six dollars (\$546) prorated over each pay period in the (health insurance coverage) plan year.

Section 13.2 – “Flexible Benefits” Program

County agrees to continue to provide its present “Flexible Benefits” program.

Section 13.3 – Life Insurance

- (a) County shall continue to provide its Life Insurance Program allowing for Lieutenants to receive life insurance in an amount equal to two (2) times salary (to a maximum of \$100,000) at no cost to employee.
- (b) If an employee is killed in the line of duty, the County shall pay an amount equal to the employee's annual pay to the beneficiary named on the employee's life insurance.
- (c) The County shall permit each employee to make a designation of beneficiary.
- (d) This benefit shall not be an offset against worker's compensation benefits within the meaning of the Maryland Annotated Code, Labor and Employment Section 9-610.
- (e) Employees shall have the option of purchasing supplemental life insurance by means of the same enrollment guidelines and premium rates as non-represented County employees, up to a maximum of \$400,000 at no additional cost to the County.

Section 13.4 – Burial Expenses

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

Section 13.5 – Civil Liability Coverage

County agrees to provide employees with legal defense services and indemnification for civil liability in a manner consistent with the Local Government Tort Claims Act; Article 3, Title 11, entitled “Self-Insurance Fund Committee” of the Anne Arundel County Code; and the policies, rules and regulations of the Self-Insurance Fund Committee.

Article 14
Association Affairs

Section 14.1 – Negotiations

Up to two (2) employees designated by the Association shall be granted leave with pay (if needed) for meetings at times mutually agreed to by County and Association for the purpose of negotiating a successor Agreement to this Agreement.

Section 14.2 – Union Business Leave

Employees elected or appointed to Association offices as President, Vice-President, Secretary, Treasurer, and any other member who is designated by the Association President, shall be granted administrative time allotment for Association related business for up to a combined maximum of two hundred (200) hours per year divided among the members at the discretion of the President, provided that such leave does not interfere with the efficient operation of the Police Department as determined by the Police Chief.

Article 15
Safety and Health

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

Article 16
Rules and Regulations

All employees shall be provided with a copy of the Police Department's current rules, regulations and orders. Proposed changes to the County's Personnel Rules and Regulations will be forwarded to the President of the Association at least twenty (20) calendar days prior to their implementation. If so requested by the Association, the Association and the County shall discuss the amendments or additions to the County's Personnel Rules and Regulations, which affect bargaining unit employees. Should such Rules and Regulations impact any provision of this agreement, the Association may request negotiations of that provision within ten (10) work days of the meeting regarding the changes.

Article 17
Personnel Practices

Section 17.1 – Personnel Files

- (a) An employee shall have access to his/her personnel file by prior appointment with County's Personnel Officer (or his/her designee). An employee's review of his/her personnel file shall be in accord with the provisions of Title 10, Sub-Title 6, Part III (Access to Public Records) of the State Government Article of the Annotated Code of Maryland. Employees shall have the right to obtain copies of the materials in their individual personnel file. The County may fix a reasonable copy charge if the copies exceed 20 pages.
- (b) A copy of any item placed in an employee's Police Department personnel file shall be furnished to the subject employee by the Police Chief (or his/her designee) within three

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

Section 17.2 – Copies of Agreement

Within sixty (60) calendar days of the effective date of this Agreement, County shall provide ten (10) copies of this Agreement to the Association. The County also agrees to provide an electronic copy of the Agreement to the Association and to make the Agreement available to the membership on the County Intranet.

Section 17.3 – Disciplinary Procedures

Disciplinary procedures shall be in accordance with the Law Enforcement Officer's Bill of Rights (LEOBR) or any amendments to such law.

Section 17.4 – Eligibility List Duration

Eligibility lists established for the classification of Police Lieutenant shall remain in effect in accord with §6-1-106(a)(2) of the County Code.

Section 17.5 – Disclosure of Personal Information

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

Section 17.6 – Leave Sharing

Employees may donate accrued annual leave or compensatory time, in accordance with the County's Leave Sharing policy, to other eligible County employees who have exhausted all forms of paid leave to which they are entitled and whose receipt of donated leave or compensatory time has been approved by their Appointing Authority. In addition, employees may donate up to three (3) disability leave days per calendar year to any County employee provided that the recipient County employee has exhausted all forms of paid leave to which they are entitled and the receipt of donated disability leave has been approved by their Appointing Authority.

Section 17.7 – Education Assistance

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

Article 18
Duration of Agreement

Section 18.1 – Duration

This Agreement shall become effective as of July 1, 2011, and shall continue in full force and effect until June 30, 2012. Starting after December 15, 2011, both parties agree to meet and start negotiating in good faith for a future Memorandum of Agreement. Provided further, that on February 28, 2012, if a new Memorandum of Agreement has not been reached, an impasse shall automatically be considered to have been reached and the procedures as provided for in the County Code §6-4-111 shall be initiated.

Section 18.2 – Amendments

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

Section 18.3 – Separability

If any term or provision of this Agreement is, at any time during the duration of this Agreement, in conflict with any law or court decision, such term or provision shall continue in effect only to the extent permitted by such law or court decision. County and Association shall then meet as soon as possible to negotiate such term or provision. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not effect or impair any other term or provision of this Agreement.

Section 18.4 – Ratification


Upon ratification by the membership of the Bargaining Unit, this Memorandum of Agreement shall be executed by the County Executive. Pending ratification, this Agreement shall be binding upon the parties as provided by Article 6, Title 4, of the Anne Arundel County Code. It is understood that agreements on issues requiring approval by the County Council are tentative pending approval by the County Council. Once ratified by the Union, executed by the County Executive and approved by the County Council on issues requiring Council approval, all terms of this Memorandum of Agreement shall be binding on the County and Union as a contract between them for the duration of Fiscal Year 2012.

The County Executive, his Administration and the Union shall act expeditiously and in good faith to implement all terms and conditions of the Memorandum of Agreement. The procedures provided for in County Code Section 6-4-111 shall be suspended during the ratification process by operation of Section 6-4-111(q), to allow for resumption of those procedures should ratification not occur.

IN WITNESS WHEREOF, County and Association have caused their names to be subscribed hereto by their duly authorized officers and representatives this 25th day of August, 2011.

**Anne Arundel County
Police Lieutenants Association**


Michael P. Boyle, Chief Negotiator



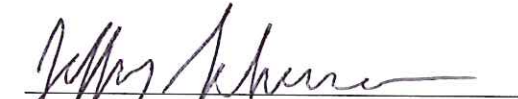
Timothy R. Zywiolok
President



Harry J. Peterson
Vice President



Shawn A. Urbas
Secretary



Jeffrey Silverman
Treasurer

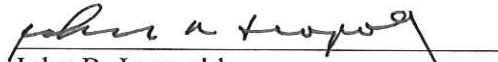


Timothy J. Altomare
Negotiations Team




John I. McAndrew, Jr.
Negotiations Team


Anne Arundel County, Maryland



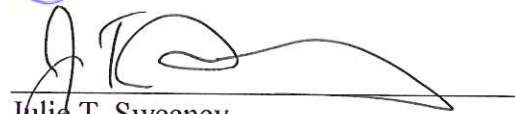
John R. Leopold
County Executive



Andrea M. Fulton
Personnel Officer



Jonathan A. Hodgson
County Attorney



Julie T. Sweeney
Senior Assistant County Attorney

Appendix I
Anne Arundel Police Lieutenants Association

Pay Schedule A*
July 1, 2011 to June 30, 2012

Job Title	Minimum	Maximum
P3	\$62,708	\$111,359

*This pay schedule, which is the same schedule in effect on June 30, 2011, will remain in effect for Fiscal Year 2012.


Deferred Retirement Option Program

Policy Objectives: Retention of experienced public safety employees beyond normal retirement age; provide for the orderly entry into and out of the DROP plan.

Details of the Plan:

- ***Service Requirement:*** Twenty (20) years of actual service.
- ***Plan Participation:*** Three (3) years, with two (2) one year renewals--five (5) years total.
- ***Entry Requirements:*** Initial enrollment limited to 35 employees in each plan, limited to four employees per month. Enrollment is seniority based after initial enrollment and is limited to four employees per month.
- ***Early Exit Availability:*** Able to exit early with a one time forfeiture of account balance. There is no re-entry.
- ***Employee Status:*** Full time merit employee; eligible for all pay and benefits; union rules; promotion; pay; discipline, etc. Participation in DROP does not guarantee employment; i.e., termination for disciplinary reasons could affect DROP account status.
- ***Computation of DROP Payment:*** Normal Retirement benefit based on first month following election. COLA is awarded July 1 as if retired. No future service or earnings used at actual retirement. Upon termination, pension payment, adjusted for COLA and changes in credited disability leave service, will be paid on the first of each month to the retiree. Status then officially changes from employee to retiree.
- ***Earnings on DROP Balance:*** For participants who enter DROP prior to July 1, 2009, actuarial assumed rate at entry but not less than eight (8) percent. For participants who enter DROP after June 30, 2009, an interest rate which provides an effective annual yield of 4.25%. Credited monthly and paid as of December 31 on the balance; pro-rated in first year and last year.
- ***DROP Payment Options:*** (a) Lump Sum or (b) roll over to a qualifying account. Payout must be elected at termination and there will be no changes in payout. Payout can be deferred one time.
- ***Death Benefits Before Payout:*** Lump sum or rollover of account balance to IRA as of the date of death with interest to date of death. No annuity option. Paid in addition to other statutory death benefits as either employee or retiree.

- ***Death Benefits After Payout Begins:*** Lump sum or rollover of remaining account balance to IRA as of date of death with interest to date of death; continuation of payout to named beneficiary. Paid in addition to other statutory death benefits as either employee or retiree.
- ***Disability Retirement while in DROP:*** Retired on disability as if the employee never entered DROP. Full FAE (current earnings) used to compute payment. DROP account balance forfeited.
- ***Statements:*** Annual as of December 31.