

**Memorandum of Agreement**

**Between**

**Anne Arundel County  
(Maryland)**



**And**

**Anne Arundel County Police Supervisors Association**

**July 1, 2009 – June 30, 2010**



# Table of Contents

<b>Article 1 – Recognition and Unit</b> .....	1
Section 1.1 – Recognition .....	1
Section 1.2 – Unit Description .....	1
<b>Article 2 – Non-Discrimination</b> .....	2
Section 2.1 – Non-Discrimination .....	2
Section 2.2 – Association Activity .....	2
<b>Article 3 – Management Functions</b> .....	2
Section 3.1 – Management Functions .....	2
<b>Article 4 – No Strikes or Lockouts</b> .....	2
Section 4.1 – No Strikes .....	2
Section 4.2 – No Lockouts .....	2
<b>Article 5 – Maintenance of Membership and Dues Deduction</b> .....	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
<b>Article 6 – Grievance Procedure</b> .....	4
Section 6.1 – Definition of Grievance .....	4
Section 6.2 – Grievance Procedure .....	4
Section 6.3 – Time Limitations .....	5
Section 6.4 – Written Presentation .....	6
Section 6.5 – Grievance Meetings .....	6
<b>Article 7 – Seniority</b> .....	6
Section 7.1 – Definition .....	6
Section 7.2 – Termination of Seniority .....	6
Section 7.3 – Seniority Roster .....	7
Section 7.4 – Vacancies .....	7
Section 7.5 – Layoff and Recall .....	7
Section 7.6 – Furlough Days .....	7
<b>Article 8 – Hours of Work</b> .....	7
Section 8.1 – Hours of Work .....	7
Section 8.2 – Individual Work Schedules .....	7
Section 8.3 – “School Detail” Schedules .....	7
<b>Article 9 – Wages and Premiums</b> .....	8
Section 9.1 – Purpose of Article .....	8
Section 9.2 – Regular Wages and Pay Rates .....	8
Section 9.3 – Pay Schedule .....	8
Section 9.4 – Overtime Compensation .....	8
Section 9.5 – Acting Out of Class Pay .....	9
Section 9.6 – Shift Differential Pay .....	9
Section 9.7 – Overtime Duplicating and Pyramiding .....	9
Section 9.8 – Progression Through the Pay Schedule .....	9
Section 9.9 – Call-Out Pay .....	10
Section 9.10 – Court and On-Call Pay .....	10
Section 9.11 – On-Call Pay .....	11

Section 9.12 – Flight Pay .....	11
Section 9.13 – Daylight Savings Pay .....	11
<b>Article 10 – Leaves .....</b>	<b>11</b>
Section 10.1 – Annual Leave .....	11
Section 10.2 – Disability Leave .....	12
Section 10.3 – Jury Leave .....	12
Section 10.4 – Court Leave .....	13
Section 10.5 – Civic Leave .....	13
Section 10.6 – Military Leave .....	13
Section 10.7 – Funeral Leave .....	13
Section 10.8 – Leave Forms .....	13
Section 10.9 – Annual Leave Schedule .....	13
Section 10.10 – Family and Medical Leave .....	13
Section 10.11 – Miscellaneous Leave .....	14
<b>Article 11 – Pension Plan and Retired Members .....</b>	<b>14</b>
Section 11.1 – Pension Plan .....	14
Section 11.2 – Deferred Retirement Option Program .....	15
Section 11.3 – Property Tax Credit .....	15
<b>Article 12 – Insurance Coverages .....</b>	<b>15</b>
Section 12.1 – Health Insurance .....	15
Section 12.2 – ”Flexible Benefits” Program .....	15
Section 12.3 – Life Insurance .....	16
Section 12.4 – Burial Expenses .....	16
Section 12.5 – Civil Liability Coverage .....	16
<b>Article 13 – Uniforms and Equipment .....</b>	<b>16</b>
Section 13.1 – Uniforms and Equipment .....	16
Section 13.2 – Physical Fitness .....	16
Section 13.3 – Clothing Allowance .....	16
Section 13.4 – Cleaning Allowance .....	17
Section 13.5 – Service Weapons Allowance .....	17
Section 13.6 – Physical Fitness Incentive Allowance .....	17
<b>Article 14 – Association Affairs .....</b>	<b>17</b>
Section 14.1 – Bulletin Boards .....	17
Section 14.2 – Negotiations .....	17
Section 14.3 – Membership Meetings .....	17
Section 14.4 – Association President .....	18
<b>Article 15 – Safety and Health .....</b>	<b>18</b>
Section 15.1 – Safe Working Conditions .....	18
<b>Article 16 – Rules and Regulations .....</b>	<b>18</b>
<b>Article 17 – County Personnel Practices .....</b>	<b>18</b>
Section 17.1 – Personnel Files .....	18
Section 17.2 – Copies of Agreement .....	19
Section 17.3 – Disciplinary Procedures .....	19
Section 17.4 – Eligibility List Duration .....	20
Section 17.5 – Disclosure of Personal Information .....	20
Section 17.6 – Leave Sharing .....	20
Section 17.7 – Education Assistance .....	21
<b>Article 18 – Preservation of Benefits .....</b>	<b>21</b>
Section 18.1 – Preservation of Benefits .....	21
<b>Article 19 – Duration of Agreement .....</b>	<b>22</b>
Section 19.1 – Duration .....	22

Section 19.2 – Amendments .....	22
Section 19.3 – Separability .....	22

- Appendix I – Police Sergeants Pay Schedule
- Appendix II – Uniform and Equipment Issue
- Appendix III – Deferred Retirement Option Program
- Appendix IV – Letter of Understanding-March 30, 2009

# Memorandum of Agreement

Between  
Anne Arundel County  
(Maryland)  
and the

## Anne Arundel County Police Supervisors Association

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 Supervisors Association (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 Sergeant.

The term “employee” and “employees” shall not include temporary employees, probationary employees, 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 hired prior to July 1, 1983, who, on the effective date of this Agreement, are members of the Association in good standing in accord with Association's Constitution and By-Laws, or who shall thereafter become such a member of the Association, shall, as a condition of employment, maintain their membership in the Association for the duration of this Agreement. However, such employees may withdraw from membership in the Association and, as a condition of employment, pay a service fee to the Association.
- (b) Employees hired on or after July 1, 1983, who have completed their probationary periods, shall be required, as a condition of employment, to either become a member of the Association in good standing in accord with the Association's Constitution and By-laws, or pay a service fee to the Association.
- (c) 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.
- (d) 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 Sergeant, 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 County regarding the meaning, interpretation or application of the express terms of this Agreement, County Charter, County Code or other applicable law regarding employment, except that any matter subject to the procedures of the present Article 41, Title 4, Subtitle 2, Section 4-201 (Police Training Commission) of the Annotated Code of Maryland, or as it may hereafter be amended, shall not be construed as a grievance under this Agreement.

**Section 6.2 – Grievance Procedure**

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

**Step I**

**Written Grievance to Police Chief**

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

The 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/or 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 final and binding 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 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 Sergeant.

#### **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 noting date of hire with the Police Department and job classification.

**Section 7.4 – Vacancies**

Vacancies in the classification of Police Sergeant 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 Sergeant shall be in accord with the County Code.

**Section 7.6 – Furlough Days**

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

**Article 8**  
**Hours of Work**

**Section 8.1 – Hours of Work**

Each organizational unit of the Police Department shall continue the hours of work, regular work days and shift schedules that were in effect on the effective date of this Agreement, provided that County may alter such hours of work, regular work days and shift schedules if it has previously notified 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.

County agrees to provide seventy-two (72) hours of advance notice prior to changing any employee's individual work schedule, except for changes effected in response to situations deemed by the Police Chief (or his/her designee) to be emergencies. If the County fails to provide the required seventy-two (72) hours of advance notice under non-emergency circumstances, an employee shall be entitled to overtime for all hours falling outside of his/her individual work schedule with a guaranteed minimum of four (4) hours pay at the employee's regular rate.

**Section 8.3 – "School Detail" Schedules**

Employees in Pay Grade P2 shall be eligible for assignments at school detail schedules whenever more than one police officer is assigned for such duty.

**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, overtime and other 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, 2009, employees covered by this agreement shall be placed on Pay Schedule A of Appendix I at his/her pay rate as of June 30, 2009. Pay Schedule A represents a three percent (3%) increase to the maximum amount of pay. Pay Schedule A is effective the first full pay period on or after July 1, 2009.
- (b) Police officers who are promoted to Sergeant 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) In each year of this agreement, employees will receive a five percent (5%) increase, not to exceed the maximum pay, for satisfactory performance on the employee's anniversary date as detailed in Section 9.8.
- (d) Notwithstanding subsection (c) above, the merit pay advancement for Fiscal Year 2010 shall be three percent (3%).
- (e) The inclusion of subsections (c) and (d) above shall not operate to prejudice either party's respective position as to the party's ability to negotiate the amount of merit pay advancements in subsequent Memoranda of Agreement between Anne Arundel County and the Anne Arundel County Police Supervisors Association.
- (f) 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 – Overtime Compensation**

- (a) Employees entitled to receive overtime under the Fair Labor Standards Act shall receive such overtime according to the Fair Labor Standards Act (FLSA).
- (b) An employee who works beyond his/her scheduled work day shall be compensated at one and one-half (1.5) times the employee's regular rate of pay for all hours actually worked in excess of his/her regularly scheduled work day.

- (c) Employees who are eligible to receive overtime pay may upon mutual agreement between the employee and department head, receive compensatory time off for such work in lieu of the cash payment required by the FLSA. Compensatory Leave may be accrued to the limits provided by law. As provided by the FLSA, employees may accrue no more than four hundred and eighty (480) hours of compensatory leave credit (representing three hundred and twenty (320) hours of overtime work). Upon attaining a balance in excess of four hundred and eighty (480) hours of compensatory leave credit, an employee shall receive overtime pay for all additional overtime hours until his/her compensatory leave credit balance falls below four hundred and eighty (480) hours. Compensatory Leave shall be used in accordance with Police Department procedures. On the last pay period of the fiscal year all compensatory leave accrued during that fiscal year which was not taken as compensatory leave shall be paid out in cash or the employee may elect to roll over up to two hundred and forty hours of accrued compensatory leave into the next fiscal year.

### **Section 9.5 – Acting Out of Class Pay**

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

Any employee who is acting out of class as defined in this Section and who also is required to work a night shift as defined in Section 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 required to work on a shift where the majority of his/her regular-scheduled hours are worked after 3:00 p.m. and before 7:30 a.m. shall be entitled to a night shift differential equal to five percent (5%) of his/her hourly rate per hour for each hour, or portion thereof, actually worked between those hours, excluding overtime.

### **Section 9.7 – Overtime Duplicating and Pyramiding**

Except as described in Section 9.5 and Section 9.12, there shall be no duplicating and pyramiding in the computation of overtime or other premium wages. Nothing contained in this agreement shall be construed to require the payment of overtime more than once for the same hours worked. If more than one of the provisions of this Article are applicable to time worked by an employee, said employee shall be paid at the highest rate specified in any one such applicable provision. However, said employee shall not be entitled to additional pay under any other such provision(s).

### **Section 9.8 – Progression Through the Pay Schedule**

This sub-section shall apply only to those employees who are eligible to receive a pay advancement under the applicable provisions of §6-1-207 of the County Code.

- (a) 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.

- (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. At the discretion of the Police Chief, any employee who receives an unsatisfactory rating on his/her second ninety (90) day re-evaluation may be given an additional ninety (90) day re-evaluation; reassigned to other duties; or dismissed for incompetence.

An employee will be eligible for a future merit pay advancement on the anniversary of the date on which he/she was rated satisfactory and the date of the satisfactory rating shall become the employee's new anniversary date.

This sub-section shall apply only to those employees who are eligible to receive a merit pay advancement under the applicable provisions of §6-1-207 of the County Code.

- (c) 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 9.9 – Call-Out Pay**

An employee called back to perform work of any nature after completing his/her regularly scheduled shift shall receive a guaranteed minimum of four (4) hours pay at the appropriate regular rate or the actual number of hours worked at the appropriate overtime rate, whichever is greater, for all hours not contiguous to his/her individual work schedule.

### **Section 9.10 – Court and On-Call Pay**

- (a) On a scheduled off day or during hours not contiguous to his/her individual work schedule, an employee who is required to attend court in the course of County business shall receive the greater of: a minimum of three (3) hours of pay or compensatory leave

credit, at the overtime rate; or pay or compensatory leave credit for the actual number of hours worked, at the appropriate overtime rate.

- (b) On a scheduled off day or during hours not contiguous to his/her individual work schedule, an employee required to be “on-call” for court related appearances in the course of County business shall receive the greater of: a minimum of two (2) hours of pay or compensatory leave credit, at the appropriate overtime rate; or pay or compensatory leave credit for the actual number of hours worked at the appropriate overtime rate.
- (c) Employees shall not be entitled to receive both premiums detailed in this section for the same hours worked or “on-call.”

**Section 9.11 – On-Call Pay**

Unless an employee is receiving on-call pay as authorized in Section 9.10, 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 9.7.

**Section 9.12 – Flight Pay**

Any member of the bargaining unit who is licensed to operate either a fixed wing or rotary aircraft and who is assigned to the aviation unit of the Department shall receive premium pay in the amount of three percent (3%) of the employee’s regular rate of pay. Flight Pay is not subject to Section 9.7 of this Article and shall be paid in addition to any other applicable premium pay.

**Section 9.13 – Daylight Savings Pay**

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

**Article 10**  
**Leaves**

**Section 10.1 – Annual Leave**

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

<b><u>Years of Continuous Service</u></b>	<b><u>Accrual per Calendar Month</u></b>
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) Procedures governing annual leave shall be in accord with §6-1-302 (a), (b), (c), (d), (e), (g), (h), (i) and (j).

- (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.

**Section 10.2 – 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 mid-level 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.
- (d) Employees may accrue two (2) days of paid administrative leave for non-use of disability leave as defined in this section in accordance with the following formula:

An employee with no use of disability leave from July 1, 2009 through June 30, 2010: shall be entitled to two (2) days of paid administrative leave.

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

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

County and Association agree that this Disability Leave Non-Usage Incentive Program shall terminate at the expiration of the current Memorandum of Agreement unless otherwise mutually agreed upon by the County and the Association during the negotiation of a successor agreement.

**Section 10.3 – 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 10.4 – 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 10.5 – 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 10.6 – 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 10.7 – 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 10.8 – Leave Forms**

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

#### **Section 10.9 – 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 10.10 – Family and Medical Leave**

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

## **Section 10.11 – 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.

When the County closes for one full business day, an employee who (1) is already scheduled to work, (2) is designated an emergency employee to provide essential services to County citizens, and (3) actually works eight (8) hours on that same calendar day is entitled to eight (8) hours of administrative leave with pay on an alternate work day in addition to straight time wages for hours worked.

When the County delays opening of offices on a business day, an employee who (1) is already scheduled to work (2) is designated an emergency employee to provide essential services to County citizens, and (3) actually works his or her regular shift on that same calendar day is entitled to administrative leave with pay on an alternate work day in the amount of the hours that the County delayed opening, in addition to straight time wages for hours worked.

When the County closes offices early on a business day, an employee who (1) is already scheduled to work, (2) is designated an emergency employee to provide essential services to County citizens, and (3) actually works his or her regular shift on that same calendar day is entitled to administrative leave with pay on an alternate work day in the amount of the hours that the County closed early, in addition to straight time wages for hours worked.

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

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

## **Article 11**

### **Pension Plan and Retired Members**

#### **Section 11.1 – Pension Plan**

- (a) County shall provide a pension plan for employees covered by this agreement in accord with Article 5, Title 5 (Police Service Retirement Plan) of the County Code.
- (b) 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 19.1) 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 County agrees to provide and support legislation to the County Council for introduction in July, 2005, to amend Article 5, Title 5 of the Police Service Retirement Plan by changing participant contributions to the pension Plan for employees covered by this Agreement from six percent (6%) to five percent (5%) of the participant's annual base pay in each calendar year or portion of a calendar year while the employee is an active participant in the plan. The change in contribution rate of five percent (5%) shall take effect when the legislation is enacted.

### **Section 11.2 – 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, with the exception that the County will introduce and support, and the Association agrees that it will not oppose, legislation to amend Article 5, Title 1 to enact an interest rate which provides an effective annual yield of 4.25% for participants who enter DROP after June 30, 2009. The provisions of this program are generally summarized in Appendix III. Nothing herein shall permit the County to alter the Deferred Retirement Option Program, other than as referenced with regard to the interest rate change effective July 1, 2009, during the term of this Agreement without negotiation and agreement with the Association.

### **Section 11.3 – Property Tax Credit**

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

## **Article 12** **Insurance Coverages**

### **Section 12.1 – 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.
- (c) During the term of this Agreement, County intends to examine its health plans to include a review of the overall prescription plan and the structure of the overall health plan.

### **Section 12.2 – “Flexible Benefits” Program**

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

### **Section 12.3 – Life Insurance**

- (a) County shall continue to provide its Life Insurance Program allowing for Sergeants 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 12.4 – Burial Expenses**

In the event a Police Sergeant 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 12.5 – 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 2, Title 5, entitled "Self-Insurance Fund," of the Anne Arundel County Code; and the policies, rules and regulations of the Self-Insurance Fund Committee.

## **Article 13** **Uniforms and Equipment**

### **Section 13.1 – Uniforms and Equipment**

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

### **Section 13.2 – Physical Fitness**

Beginning July 1, 2004, on an annual basis, 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 13.3 – Clothing Allowance**

County shall pay a plain clothes allowance of five hundred and fifty dollars (\$550) per year to be paid on the first full pay period following July 1 of each fiscal year. If an employee becomes

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

**Section 13.4 – Cleaning Allowance**

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

**Section 13.5 – Service Weapons Allowance**

In each year of this Agreement, County shall pay a service weapons allowance of seven hundred and eighty dollars (\$780) to be paid in twenty-six (26) equal installments effective the first full pay period on or after July 1<sup>st</sup> of each year.

**Section 13.6 – Physical Fitness Incentive Allowance**

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

**Article 14**  
**Association Affairs**

**Section 14.1 – Bulletin Boards**

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

**Section 14.2 – Negotiations**

Up to five (5) employees designated by the Association shall be granted leave with pay for meetings at times mutually agreed to by County and Association for the purpose of negotiating a successor Agreement to this Agreement.

**Section 14.3 – Membership Meetings**

Employees elected or appointed to Association offices as President, Vice-President, Secretary, Treasurer, and two (2) Directors, 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 seven hundred and twenty (720) 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.

#### **Section 14.4 – Association President**

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

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

### **Article 15** **Safety and Health**

#### **Section 15.1 – Safe Working Conditions**

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. 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** **County 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 eighty (80) copies of this Agreement to Association for distribution to employees.

### **Section 17.3 – Disciplinary Procedures**

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

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

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

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

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

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

The accused employee and the Chief, or his/her designee, shall each be allowed three (3) pre-emptory challenges with regard to the random lottery draws in a case. In addition, the employee shall have no more than two (2) pre-emptory challenges to use to strike an appointed chairperson of the Hearing Board. Pre-emptory challenges as provided in this paragraph must be exercised within five (5) calendar days after receipt by the accused employee and his/her legal representative of the initial notice of the Hearing Board. The first pre-emptory challenge will be made by the accused employee, followed by the Chief, or his/her designee, and continue in an alternating manner until the process is complete. The accused sergeant and the Chief, or his/her designee, will each have two (2) business days (excluding the holidays listed in §6-1-301 of the County Code) to decide on the next pre-emptory challenge after receipt by the accused employee and his/her legal representative of the revised Hearing Board membership.

(c) Emergency suspension with or without pay may be imposed by the Police Department when it appears that the action is in the best interest of the public and the Police Department. Any Police Sergeant arrested and charged with a criminal offense, a serious traffic violation involving death or serious personal injury, and/or an act alleged or committed by such officer of such a nature that in the judgment of the appropriate superior officer, the interest and welfare of the public, the Department or the individual is best served by such action, such officer shall be immediately suspended from duty with pay. When an officer is charged with a criminal offense, said charge(s) shall be supported at least in part by the investigative findings of another law enforcement officer. Any employee suspended from duty with pay shall be given a suspension hearing promptly following the suspension from duty wherein a determination will be made at that time whether or not the member shall remain suspended with or without pay and/or placed on administrative duties. Suspension without pay may only be imposed in accordance with this Section and only in the case of a Police Sergeant charged with a felony.

(d) An employee shall have the option to pay an equivalent fine in lieu of suspension, provided the employee waives any applicable limitations as set forth in Article 27, Section 727-734d, inclusive, of the Annotated Code of Maryland (i.e., the Law Enforcement Officers' Bill of Rights).

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

(e) An employee who has been notified of a disciplinary investigation by the Internal Affairs Unit shall, upon request, be furnished with the status of such disciplinary investigation.

(f) An employee who has been notified of a disciplinary investigation by the Internal Affairs Unit shall, upon request, be advised of the disposition of such investigation within ten (10) calendar days of the final decision of the Commander of the Internal Affairs Unit. Employees who are on approved leave (as provided in Article 10 of this Agreement) shall be notified of such disposition by letter to their home address of record.

#### **Section 17.4 – Eligibility List Duration**

Eligibility lists established for the classification of Police Sergeant 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.

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

## **Article 18** **Preservation of Benefits**

### **Section 18.1 – Preservation of Benefits**

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

- (a) Current policy regarding personal patrol vehicles;
- (b) Current policy regarding use of uniforms and personal patrol vehicles in secondary employment upon approval of the Police Chief;
- (c) Current policy regarding issuance of flashlight batteries;
- (d) Policy regarding secondary employment;
- (e) Current policy regarding annual leave;
- (f) Current policy regarding holidays;
- (g) Current policy regarding disability leave;
- (h) Current policy regarding issuance of uniforms;
- (i) Current policy regarding issuance of firearms;
- (j) Current policy regarding issuance of officer-carried equipment;
- (k) Current policy regarding coverage under Workers Compensation; and
- (l) Current policy regarding recognition of previous vacation request upon transfer.

**Article 19**  
**Duration of Agreement**

**Section 19.1 – Duration**

This Agreement shall become effective as of July 1, 2009, and shall continue in full force and effect until June 30, 2010. Starting in October of 2009, both parties agree to meet and start negotiating in good faith for a future Memorandum of Agreement. Provided further, that on March 15, 2010, 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 19.2 – 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 19.3 – Separability**

If any term or provision of this Agreement is, at any time during the duration of this Agreement, in conflict with any law or court decision, such term or provision shall continue in effect only to the extent permitted by such law or court decision. 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.

**IN WITNESS WHEREOF**, County and Association have caused their names to be subscribed hereto by their duly authorized officers and representatives this \_\_\_\_ day of \_\_\_\_\_,2009.

**Anne Arundel County  
Police Supervisors Association**

**Anne Arundel County, Maryland**

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Sergeant Carl Klapaska  
President

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John R. Leopold  
County Executive

---

Sergeant John C. Wood  
Vice President

---

Andrea M. Fulton  
Personnel Officer

---

Sergeant Keith J. Clark  
Secretary

---

Jonathan A. Hodgson  
County Attorney

---

Sergeant Thomas J. O'Connor.  
Negotiation Team

---

Julie T. Sweeney  
Senior Assistant County Attorney

---

John M. Singleton  
Chief Negotiator