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Appendix I – Pay Schedules

Memorandum Of Agreement

Between
Anne Arundel County
(Maryland)
and the



**Anne Arundel County Sheriff's Sergeants Association
National Union of Law Enforcement Associations, Local #777**

This Memorandum of Agreement is made and entered into by Anne Arundel County, Maryland (hereinafter referred to as County) and the Anne Arundel County Sheriff's Sergeants Association, National Union of Law Enforcement Associations, Local No. 777 (hereinafter referred to as Union) to establish wages, hours and conditions of employment.

Preamble

County and Union enter into this Memorandum of Agreement to promote a harmonious, cooperative and productive working relationship between County and its employees; to promote and improve the efficient operation of the Anne Arundel County Sheriff's Office; to establish terms and conditions for the employment of individuals covered by this understanding; and to provide procedures for the resolution of disputes arising within the employment relationship.

Witnesseth

In consideration of the mutual promises contained in this Memorandum of Agreement (hereinafter referred to as the Agreement), and for other good and valuable consideration, County and Union agree as follows:

Article 1 **Recognition and Unit**

Section 1.1 – Recognition

County recognizes Union as the exclusive representative of the classifications listed in Section 1.2 of this Agreement for the purpose of collectively negotiating wages, hours, working conditions and other terms of employment 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 Classifications**. The terms “employee” and “employees” shall mean all permanent employees occupying the following classifications: Deputy Sheriff II.

The terms “employee” and “employees” shall not include temporary employees and employees employed in any other classification(s), subject to the provisions of Section 1.2(b).

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

- (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 Union. Should County and Union be unable to agree as to the inclusion or exclusion of any such re-titled or additional classification(s), the determination of such inclusion or exclusion shall be resolved in accord with the procedure set forth in §6-4-107(e) of the County Code and subject to the provisions of §6-4-107(d) of the County Code.

Section 1.3 – Probationary Employees

- (a) All new or re-hired employees shall be considered probationary employees for six (6) months. Moreover, at the order of the Personnel Officer, the probationary period may be extended by one (1) additional six (6) month period (thereby allowing for a maximum probationary period of twelve (12) months).
- (b) The discharge of a probationary employee shall not be subject to Article 6 (Grievance Procedure) of this Agreement, except that a probationary employee may grieve his/her discharge on the basis that such discharge is in violation of Article 2 (Non-Discrimination) of this Agreement.
- (c) An employee who fails to satisfactorily perform the duties of Deputy Sheriff II during the twelve (12) month period immediately following promotion to the Deputy Sheriff II classification, shall, at the employee's option, be allowed to return to the classification of Deputy Sheriff I provided there is a vacancy in the classification of Deputy Sheriff I. However, an employee may be terminated for disciplinary reasons or if the employee can no longer meet the qualifications of a Deputy Sheriff I.

Article 2 **Non-Discrimination**

Section 2.1 – Non-Discrimination

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

In accordance with §6-4-105 of the Anne Arundel County Code, a classified employee shall have the right to form and join employee organizations and assist in and participate in the activities of employee organizations of their own choice for the purpose of representation on matters of employee relations without discrimination by County. Union shall continue its policy of admitting employees to membership without discrimination and of representing all employees without regard to Union membership.

Article 3 **Management Functions**

Section 3.1 – Management Functions

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

All management functions and rights including, but not limited to, those set forth below and in §6-4-

106 of the County Code are hereby retained and vested exclusively in County, except as expressly restricted by this Agreement, County Code, County Charter or other provision of law.

It is the exclusive right of the County:

- (a) to determine the purposes and objectives of each of its constituent offices and departments;
- (b) to set standards of services to be offered to the public;
- (c) to determine the methods, means, personnel, and other resources by which the County's operations are to be conducted; and
- (d) to exercise control and discretion over its organization and operations.

Subject to the Memorandum of Agreement, it is also the right of the County:

- (a) to direct its employees;
- (b) to hire, promote, transfer, assign, or retain employees;
- (c) to establish reasonable work rules;
- (d) to demote, suspend, discharge, or take other appropriate disciplinary action against its employees for just cause, in accordance with the Charter and other applicable laws; and
- (e) 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 or Lockouts

Neither Union 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 or authorize, aid, condone or engage in a slowdown, work stoppage, "sick-out," or any other interference with the work and statutory functions or obligations of County for the purpose of inducing influencing, coercing, or preventing a change in compensation or rights, privileges, obligations, or other terms and conditions of employment. If Union or any employee violates this provision of the 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; or (2) revoke Union's certification and disqualify Union from participation in representation elections for a period of up to two (2) years.

In accordance with §6-4-112(b) of the County Code, during the term of this Agreement, neither County nor its agents will engage in, initiate or direct any lockout of employees covered by this Agreement.

Section 4.2 – Union Responsibility

Union agrees to notify its officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating Section 4.1 to return to work.

Section 4.3 – Judicial Relief

Nothing contained herein shall preclude County or Union from obtaining judicial restraint and damages in the event of a violation of this Article.

Article 5
Maintenance of Membership

Section 5.1 – Modified Agency Shop

Employees who, on the effective date of this Agreement, are members of the Union in good standing in accord with Union’s Constitution and By-Laws, or who shall thereafter become such a member of the Union, shall maintain their membership in the Union for the duration of this Agreement. However, such employees may withdraw from membership in the Union and pay a service fee to the Union. The amount of the service fee shall not exceed the amount charged as Union dues, and shall be utilized for purposes related to representation of the bargaining unit and its members to the fullest extent permitted by law.

Employees who have completed their probationary periods shall be required to either become a member of the Union in good standing in accord with the Union’s Constitution and By-Laws, or pay a service fee to the Union.

Union agrees to ensure full compliance with the requirements of Federal and State law regarding the constitutional rights of employees required to pay service fees to the Union in lieu of membership dues.

Section 5.2 – Payroll Deduction Authorization

Upon receipt of a signed payroll deduction authorization, County shall deduct, at each regular pay period, those initiation fees, regular monthly membership dues, or service fees that are certified in writing by Union’s Treasurer. Any such payroll deduction authorization shall be irrevocable for a period of twelve (12) months from the date thereof, and shall automatically renew itself for successive twelve (12) month periods unless revoked in writing during the fifteen (15) calendar day period prior to the anniversary date of said authorization.

The County shall remit monies so collected to the Union monthly.

Section 5.3 – Union to Indemnify County

Union shall indemnify and save County harmless of any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of, or by reason of, any action taken by County for the purpose of complying with the provisions of this Article.

Article 6
Grievances

Section 6.1 – Definition of a Grievance

A grievance is defined as an appeal dealing with: 1) any action pertaining to the methods of examination, certification, or preparation of eligibility lists for appointment or promotion; 2) removal of an employee in the classified service for non-disciplinary reasons; or 3) disciplinary action suspending, reducing in rank or pay, or removing any employee in the classified service, and any other action designated by law. A grievance is also a dispute between an employee and the County regarding the meaning, interpretation or application of the express terms of this Agreement.

Section 6.2 – Grievance Procedure

Grievances shall be processed as follows:

- (a) For grievances regarding a dispute between an employee and the County regarding the meaning, interpretation or application of the express terms of this Agreement:

Step I
Written Grievance to the Sheriff

A grievance shall be filed in writing to the Sheriff in accordance with the requirements set forth in Section 6.5 of this Agreement, provided that such written grievance is received by the Sheriff (or the Sheriff's designated representative) within ten (10) work days following the event giving rise to the grievance or within ten (10) work days of the time that the employee knew of or should have reasonably gained knowledge of such event.

The grieving employee shall submit two (2) copies of the written grievance to the Sheriff (or the Sheriff's 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 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, the Sheriff (or the Sheriff's designated representative) shall hold a meeting with the grieving employee and the Union representative and/or Union Steward. In the event that no resolution of the written grievance is reached during such meeting, the Sheriff (or the Sheriff's designated representative) shall issue a written answer to the written grievance within ten (10) work days after the Step I meeting.

Upon the mutual agreement of the County and the grieving employee, the Step I meeting may be waived. In such event, the Sheriff (or the Sheriff's designated representative) shall issue a written answer to the written grievance within ten (10) work days after the mutual agreement to waive the Step I meeting.

The Step I written answer of the Sheriff (or the Sheriff's designated representative) shall contain the reasons for the Sheriff's decision and be mailed by U.S. Certified Mail to the grieving employee's home address of record. In addition, the Step I written answer shall be mailed by U.S. First Class Mail to the Chief Union Steward and to the Union representative.

Step II
Written Appeal to the Personnel Officer

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

The appealing employee shall submit two (2) copies of the written appeal to the County's Personnel Officer (or his/her designated representative) who shall, upon receipt, date stamp both copies of the written 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 of receipt of the employee's appeal, the County's Personnel Officer (or his/her designated representative) shall hold a meeting with the employee, the Union Representative and/or Union Steward.

The Personnel Officer (or his/her designated representative) will respond by U.S. Certified Mail to the employee's home address of record within fifteen (15) work days after meeting with the employee. A copy of the response will be sent by way of U.S. First Class Mail to the Chief Union Steward and the Union Representative.

Upon mutual agreement of the 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 appeal within fifteen (15) work days after the mutual agreement to waive the Step II meeting. The written answer shall contain the reasons for the Personnel Officer's decision.

Step III

Appeal to Personnel Board or Request for Binding Arbitration

If the appeal is not resolved by the Personnel Officer (or his/her designated representative) the employee may select one of the following options for further appeal:

Personnel Board

Within fifteen (15) calendar days of the date of receipt of the Personnel Officer or designee's action, decision or determination, the employee may submit the appeal to the Personnel Board.

The written appeal to the Personnel Board must be submitted on an "Appeal of Personnel Practices" form available from the Office of Personnel and contained in the Forms and Practices Section of the Employee Relations Manual.

Binding Arbitration

Within the period of time for submission of the matter to the Personnel Board either party may submit the appeal to binding arbitration as authorized by the Anne Arundel County Charter Section 521(c) and provided for in §6-4-113 of the Anne Arundel County Code.

- (b) For appeals from any action pertaining to the methods of examination, certification, or preparation of eligibility lists for appointment or promotion and for appeals pertaining to the removal of an employee in the classified service for non-disciplinary reasons, an appeal shall be filed in writing to County's Personnel Officer (or his/her designated representative), provided that such appeal is received by the Personnel Officer (or his/her designated representative) within ten (10) work days following the event giving rise to the grievance or within ten (10) work days of the time that the employee knew of or should have reasonably gained knowledge of such event. The County and the appealing employee shall thereafter follow the procedures entitled, Written Appeal to Personnel Officer, and (if applicable) Appeal to Personnel Board or Request for Binding Arbitration in this Section.
- (c) For appeals arising from a disciplinary action including, suspending, reducing in rank or pay or removing for disciplinary reasons, the LEOBR will apply.

Section 6.3 – Union Representation

Union shall have the right to appoint or elect Union Stewards. The Union shall be allowed two (2) Union Stewards, one Union Steward from the Operations Bureau and one Union Steward from the Security Bureau, and shall notify County in writing of the names of the Union Stewards.

The Union Steward shall have the right to leave their job during working hours for the purpose of attending scheduled grievance meetings. The Union Steward shall first receive permission to leave their job from the Sheriff. While such permission shall not be unreasonably withheld, it shall not be granted at times when it would interfere with the efficient operation of the Sheriff's Office.

Nothing in this Agreement shall be deemed to deny any individual employee the right to present grievances to the County without representation and to have the grievance resolved, provided that such resolution is not inconsistent with the provisions of this Agreement.

Section 6.4 – Time Limitations

No grievance shall be entertained or processed under this Article unless it is submitted within the

time limits set forth in Section 6.2. It is understood, however, that County and Union may mutually agree to extend any of the time limits provided in this Article.

If a grievance is not presented within the time limits set forth in Section 6.2 (or within the time limits mutually determined by County and Union), said grievance shall be deemed settled on the basis of County's last answer to such grievance. If County fails to hold a meeting or to provide an answer within the time limits set forth in Section 6.2 (or within the time limits mutually determined by County and Union), Union may elect to treat the grievance as denied and immediately appeal the grievance to the next step.

Section 6.5 – Written Presentation

Any written grievance presented under Section 6.2 of this Article shall be on a uniform grievance form and shall contain the name and address of the grievant, 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 remedy requested. Grievances that are not completed according to the Section will be returned, along with 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.

Section 6.6 – Grievance Meetings

Grievance meetings conducted under Section 6.2 of this Article shall be held at times mutually agreeable to the County and the Union provided that, insofar as is practicable, such meetings shall be held during scheduled work hours. The grieving employee and any other employee who the County and the Union mutually agree is necessary to the resolution of the grievance shall suffer no loss of pay or benefits for scheduled work hours lost while attending grievance meetings. The County or the Union may sequester any witness during any grievance meeting.

Article 7 **Discipline and Discharge**

Discipline shall be issued in accord with Section 808 of the Anne Arundel County Charter, the procedures as outlined in the Employee Relations Manual, and the LEOBR.

Article 8 **Seniority**

Section 8.1 – Definition

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

Section 8.2 – Termination of Seniority

An employee's seniority shall be terminated for the following reasons: (a) discharge for just cause, voluntary resignation or retirement; (b) failure to return to work within seven (7) consecutive scheduled work days after due notification; and (c) layoff in excess of eighteen (18) consecutive months since the employee's last day worked for County.

In addition, any employee who is absent from work for more than three (3) consecutive work days without notifying County shall be deemed discharged for just cause, unless such employee is able to

evidence sufficiently extenuating circumstances that prevented notification.

Section 8.3 – Vacancies/Eligibility Lists

Vacancies in the classification of Deputy Sheriff II shall be filled in accord with §6-1-106 (Eligibility Lists) of the Anne Arundel County Code and the Employee Relations Manual.

Section 8.4 – Layoff and Recall

The order of layoffs, recalls, and benefits associated with these procedures for Deputy Sheriff II is as follows:

- (a) The employee with the least time in grade occupying the position subject to layoff shall demote to the preceding classification within the rank structure. The employee with the least seniority in the department shall be laid off. An employee shall receive at least twenty (20) calendar days written notice of layoff.
- (b) If two or more employees have the same time in grade, demotion shall be governed by seniority. If two or more employees have the same seniority, the order of layoffs shall be determined by the Appointing Authority on the basis of the relative qualifications, skills, and abilities of the employees.
- (c) An employee who displaces another Sheriff's Office employee shall be recalled to a position within the employee's former classification when such a position becomes available. An employee with the most time in grade shall have the first right to be recalled, and an employee with the least time in grade shall have the last right to be recalled.
- (d) A laid-off employee has the right to be recalled to the classification from which the employee was laid off if a position within the classification becomes available within 18 months after that employee was laid off, and if the employee retains the qualifications, skill, and ability to perform the duties of the position. Recall to work shall be in the reverse order of layoff.
- (e) A laid-off employee shall be placed on eligibility lists for priority re-employment with the County in accordance with Section 810 of the County Charter.
- (f) A laid-off employee who is re-employed with the County within 18 months of layoff shall be credited with the length of service accrued by the employee at the time of the layoff for purposes of calculating entitlement to annual leave.
- (g) A laid-off employee may defer a request for a refund of participant contributions in the applicable pension plan for up to 18 months from the time of layoff.
- (h) A laid-off employee who is re-employed with the County within 18 months of layoff shall be credited with the service accrued by the employee at the time of the layoff for purposes of pension eligibility if the employee did not receive a refund of participant contributions prior to re-employment.
- (i) A laid-off employee shall be paid for all annual leave to which the employee is entitled upon leaving County service under §6-1-302 of the County Code and shall be allowed to continue health coverage under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985.
- (j) The Personnel Officer shall establish an employee outplacement program to assist laid-off employees with re-employment and benefit counseling and other matters relating to the loss of employment with the County.

- (k) The Personnel Officer may adopt rules and regulations consistent with the express provisions of this section implementing the provisions hereof.

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 pays if applicable. County's pay practices and procedures shall govern the calculation and computation of all wages.

Section 9.2 – Regular Rate

“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 such employee's regular classification.

Section 9.3 – Overtime Pay

An employee shall be paid one and one-half (1.5) times their regular rate for all hours actually worked in excess of his/her regularly scheduled work day and for all hours worked on his/her regularly scheduled day off.

A “work day” is a period of twenty-four (24) hours beginning at 12:00 midnight and ending at 12:00 midnight on the following day. A “regular work day” shall consist of eight (8) consecutive hours of actual work within a work day. The “regular work day” of any employee who works a scheduled shift that begins in one “work day” and ends in another “work day” as defined herein will begin when the employee's scheduled shift begins.

Section 9.4 – Overtime Duplicating and Pyramiding

There shall be no duplicating and pyramiding in the computation of premium wages as is identified and defined in Article 9.

Section 9.5 – Pay Schedule

- (a) Effective the first full pay period on or after July 1, 2007, an employee covered by this agreement shall be placed on Pay Schedule A of Appendix I at his/her pay rate as of June 30, 2007. Pay Schedule A increases the minimum rate of pay by five point ninety nine percent (5.99%) and the maximum rate of pay is increased by three percent (3%). Pay Schedule A is effective the first full pay period on or after July 1, 2007.
- (b) Effective the first full pay period on or after July 1, 2007, employees shall receive a three percent (3%) increase in pay, not to exceed the maximum pay rate for the grade on Pay Schedule A.
- (c) Effective the first full pay period on or after July 1, 2008, employees shall receive a three percent (3%) increase in pay, not to exceed the maximum pay rate for the grade on Pay Schedule B. The minimum and the maximum rate of pay on Pay Schedule B are each increased by three percent (3%). Pay Schedule B is effective the first full pay period on or after July 1, 2008.
- (d) Effective the first full pay period on or after July 1, 2009, employees shall receive a three percent (3%) increase in pay, not to exceed the maximum pay rate for the grade on Pay Schedule C. The minimum and the maximum rate of pay on Pay Schedule C are each increased by three percent (3%). Pay Schedule C is effective the first full pay period on or after July 1, 2009.

- (e) In each year of this Agreement, on the employee's anniversary date he or she shall receive a four percent (4%) increase in pay not to exceed the maximum pay for the grade for an overall rating of satisfactory on an employee's Performance Planning and Appraisal Report effective the closest pay period to the employee's anniversary date as described in Section 9.6 of this Agreement.

Section 9.6 – Progression through the Pay Schedule

- (a) Employees shall receive pay advancements as provided in §6-1-207 of the County Code. Effective July 12, 2007, except for (b) below, a current employee's anniversary date for the purpose of merit pay advancements will remain the same as it was on July 11, 2007 and will not change in the future if the employee is promoted into the unit, demoted, reclassified or transferred within the bargaining unit 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 his/her 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. In each year of the Agreement, an employee who receives an overall satisfactory rating on his or her Performance Planning and Appraisal Report shall receive an increase in pay of four percent (4%) not to exceed the maximum pay rate for the grade, on the pay period closest to the employee's anniversary date.
- (b) An employee's anniversary date for the purpose of merit pay advancements will change if the employee receives an overall rating of unsatisfactory. Such employee shall not receive a merit pay advancement if he/she is rated overall unsatisfactory, but will be re-evaluated ninety (90) calendar days after receipt of an unsatisfactory rating. This ninety (90) day re-evaluation is meant to encourage the employee to bring performance up to a level that meets the standards for the position. An employee who then meets or exceeds the standards for the position shall receive a merit pay advancement as determined by the 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 Appointing Authority, any employee who receives an unsatisfactory rating on the second ninety (90) day re-evaluation may be given an additional ninety (90) day re-evaluation.

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 pay advancement under the applicable provisions of §6-1-207 of the County Code.

Section 9.7 – Shift Differential Pay

- (a) Any employee required to work on a shift where the majority of his/her regularly-scheduled hours are worked after 3:00 p.m. and before 11:00 p.m. shall be entitled to a night shift differential of eighty cents (\$.80) per hour for each hour, or portion thereof, actually worked between those hours, excluding overtime.
- (b) Any employee required to work on a shift where the majority of his/her regularly-scheduled hours are worked after 11:00 p.m. and before 7:30 a.m. shall be entitled to a night shift

differential of one dollar and twenty cents (\$1.20) per hour for each hour, or portion thereof, actually worked between those hours, excluding overtime.

Section 9.8 – Acting Out of Class Pay

- (a) 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 shall be paid for all hours worked in such higher pay grade at either five percent (5%) above the regular rate for his/her classification or the minimum rate for the higher pay grade, whichever is greater.
- (b) Acting out of class pay shall be paid only under the following conditions: (1) the position being temporarily filled is an authorized and budgeted position; (2) the position temporarily being filled is vacant or the employee occupying such position is absent from duty; (3) the acting out of class must be approved by the Sheriff or his designee; and (4) the employee temporarily acting out of class must be able to perform the normal duties expected of the position being filled.

Section 9.9 – Call-In Pay

An employee directed to report for work on an emergency assignment which is not contiguous to his/her regular work day shall receive a minimum of four (4) hours pay at the regular rate or the appropriate overtime rate for hours actually worked, whichever is higher.

Section 9.10 – Retention Bonus

In each year of this agreement, an employee with the following years of consecutive service in the Sheriff's Department, as of the first day of the first pay period on or after July 1 of each year (i.e., for Fiscal Year 2008, this date is July 12, 2007; for Fiscal Year 2009, this date is July 10, 2008; and for Fiscal Year 2010, this date is July 9, 2009) shall receive the following retention bonus payable in the second pay period on or after July 1 of each year of the agreement:

Five (5) or more years of service:	\$ 500.00
Ten (10) or more years of service:	\$1,000.00
Fifteen (15) or more years of service:	\$1,500.00

Retention Bonuses are not cumulative; e.g., an employee with ten (10) or more years of service but less than fifteen (15) years of service would receive \$1,000.00 (not \$500.00 plus \$1,000.00). Retention Bonuses are not added to base pay.

Section 9.11 – Compensatory Time

Employees who so request, in writing, may receive overtime in the form of compensatory leave credit at a rate of one and one-half (1.5) times all hours worked in lieu of overtime pay as described in Section 9.3. Use of accrued compensatory leave will not be unreasonably denied unless the use of the compensatory leave unduly disrupts the operations of the Sheriff's Office. Unused compensatory time shall be paid on a semi-annual basis as follows:

Unused compensatory time earned from December 1 through May 31 will be paid on the second pay period in June.

Unused compensatory time earned from June 1 through November 30 will be paid on the second pay period in December.

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:

<u>Years of Continuous Service</u>	<u>Accrual Per Calendar Month</u>
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 of the County Code. An employee may carry over thirty-five (35) days of annual leave into a pay period calendar year. Accumulated annual leave which exceeds the maximum carry-over limit of thirty-five (35) days per calendar year will be converted to disability leave.

During a pay period calendar year an employee may be granted (with approval of the Sheriff) an advance of annual leave that would be accumulated by the end of the pay period calendar year. The pay period calendar year ends on December 26, 2007.

An employee shall be paid for annual leave earned but not taken at the time the employee leaves the County service, including annual leave earned but not taken in the year in which the employee leaves County service.

An employee who has been paid for leave taken but not earned shall, upon separation from County service, reimburse that amount to the County.

- (c) In addition to the annual leave provided in Section 10.1(a) above, all employees shall receive fourteen (14) days of paid annual leave in lieu of the holidays listed in §6-1-301 of the County Code. Employees shall receive a total of fifteen (15) days paid annual leave in those calendar years having statewide general and congressional election days (excluding primary elections). It is specifically understood that this additional day of paid annual leave is in lieu of the holiday provided in election years.

- (d) County shall continue to approve, deny, schedule and or cancel annual leave subject to the safe and efficient operation of the Sheriff's Office.

Requests for annual leave shall not be unreasonably denied once approved, but may be canceled in case of emergency or operational necessity.

- (e) Annual leave requests will be processed in accordance with the Sheriff's Department Policies and Procedures. Any proposed changes to the Sheriff's Department annual leave requests policies and procedures shall be discussed with the union prior to implementation.

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 (1.25) days per calendar month.

- (b) Procedures governing disability leave shall be in accord with §6-1-303 of the County Code.

Section 10.3 – Jury Leave

An employee who serves as a member of a jury may be absent from work without loss of pay or benefits or charge of leave. If an employee is excused and released by the court for a day or

substantial portion of a day, the employee shall return to duty. Failure to return to duty when possible shall result in charge to annual leave.

Section 10.4 – Court Leave

An employee compelled 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 the employee's regularly scheduled hours of work. An employee who is required to attend court in connection with County business on the employee's regularly scheduled day off or at hours not contiguous to his/her regularly scheduled shift shall receive payment for all hours worked in accordance with Section 9.3 – Overtime Pay.

Section 10.5 – Military Leave

Leave with pay shall be granted in an amount not to exceed twenty (20) days in a calendar year to an employee who is a member of the reserve components of the armed forces when called upon to perform active military duty, including duty on the active list, full-time training duty, annual training duty, and attendance at military schools. An employee entering extended active service in the armed forces is entitled to unpaid leave of absence and re-employment rights as provided by federal law. The employee shall furnish to the Personnel Officer a copy of the orders calling the employee to active military duty.

Section 10.6 – Funeral Leave

- (a) On the death of the 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 of a permanent employee, the Appointing Authority may grant the employee not more than three (3) work days of leave with pay.
- (b) An employee may also be granted up to two (2) additional days of leave at the discretion of the Sheriff. If granted, the two (2) days of leave shall be subtracted from the employee's disability leave balance and shall be converted to funeral leave for use by the affected employee.

Section 10.7 – Leave Sharing

Employees covered by this Agreement may donate accrued annual leave to other County employees who have exhausted all forms of paid leave to which they are entitled and whose receipt of donated leave has been approved by their Appointing Authority. Employees may also donate up to three (3) disability leave days per calendar year to other County employees who have exhausted all forms of paid leave to which they are entitled and whose receipt of donated leave has been approved by their Appointing Authority. Procedures governing shared leave as described in this section shall be in accord with Section H-9, Leave Sharing Administration of the Anne Arundel County Employee Relations Manual and subsequent revisions.

Section 10.8 – Leave Without Pay

Leave without pay may be applied for pursuant to §6-1-304 of the County Code and will be processed in accordance with this section of the Code.

Section 10.9 – Miscellaneous Leave

When the County closes for one full business day, an employee who is designated an emergency employee by the Sheriff who provides essential services to County citizens and who works eight (8) hours on that same business day is entitled to eight (8) hours of leave with pay on an alternate work

day. This leave with pay is forfeited if not used within twelve (12) months of the said closure. For the purposes of this Section, “business day” is as defined in §6-1-103 of the Anne Arundel County Code.

Section 10.10 – 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 10.11 – Negotiations

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

Section 10.12 – Union Business Leave

The County shall grant up to an aggregate maximum of forty (40) hours of leave with pay each year to employees designated by the President or his/her designee in his or her absence, to conduct union business and activities provided that the leave does not interfere with the efficient operation of the Sheriff’s Department. An official request shall be made and approved in advance, in writing on the County’s Union Leave Application Form, signed by the Union President (or his/her designee in his or her absence), and shall state the purpose of the leave and the amount of leave time needed to accomplish this purpose. Union leave may not be used for a purpose that is personal in nature, granted for non-work hours, or for activities that could be accomplished during non-work hours. The County may alter work hours or shifts to accommodate a request for union leave.

Article 11

Insurance, Pension and Benefits

Section 11.1 – Pension

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

Section 11.2 – 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) Union recognizes and acknowledges County’s rights to consolidate employee groups into a single, unitary health insurance group.

Section 11.3 – Life Insurance

- (a) The County shall provide a group life insurance plan for full-time employees and part-time employees who work at least 50% of the normal work week.
- (b) The life insurance coverage shall be two (2) times the employee’s annual salary, up to a maximum of one hundred thousand dollars (\$100,000), and the life insurance coverage shall be prorated for part-time employees who work at least 50% of the normal work week.
- (c) If an employee is killed in the line of duty, the County shall pay: (i) an amount equal to the employee’s annual pay to the beneficiary named on the employee’s life insurance; and (ii) the costs of burial up to a maximum of \$10,000.

Section 11.4 – Civil Liability

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.

Section 11.5 – Education Assistance

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

A permanent, full-time employee who is in good standing is entitled to reimbursement of one hundred percent (100%) of direct tuition cost for a grade of “A,” seventy-five percent (75%) of direct tuition cost for a grade of “B,” sixty-five percent (65%) of direct tuition cost for a grade of “C,” or “satisfactory” upon completion of each course of study that meets the requirements of §6-1-307 of the County Code up to a total reimbursement of direct tuition costs of twelve hundred dollars (\$1200) in a fiscal year.

Article 12 **Allowances**

Section 12.1 – Initial Uniform and Equipment Issue

The Initial issue of uniforms and equipment is provided and listed below. In the event that the uniforms or equipment listed are damaged through no fault of the employee or become worn through normal use, such uniforms or equipment shall be replaced at no cost to the employee.

Initial Uniform and Equipment Issue

- 1 – Uniform Class A Dress Blouse
- 1 – Summer Weight Jacket
- 1 – Winter Weight Jacket
- 1 – Summer Hat
- 1 – Winter Hat
- 1 – Universal Hat Cover
- 6 – Short Sleeve Dress Shirts
- 6 – Long Sleeve Dress Shirts
- 6 – All Season Trousers
- 1 – Raincoat
- 4 – Ties
- 2 – Badges for Uniform Wear
- 1 Set Sam or Sally Brown Leather Gear
- 1 – 40 Caliber Semi-Automatic Pistol

- 1 Box of 40 Caliber Ammunition
- 1 – Body Armor Vest with Cover
- 2 – Sets of Handcuffs
- 1 – Rechargeable Flashlight with A/C and D/C capability
- 1 – Uniform Sweater
- 1 – Flashlight Pouch/Holder for Gun Belt
- 2 – Sets of Collar Pins
- 2 – Tie-Tac Pins
- 1 – Radio Pouch/Holder for Gun Belt
- 1 – A/C Charger for Portable Radio
- 2 – Turtlenecks

Section 12.2 – Cleaning Allowance

For Fiscal Year 2008, County shall pay an annual uniform cleaning allowance of six hundred dollars (\$600) to be paid in twenty-six (26) equal installments.

For Fiscal Year 2009, County shall pay an annual uniform cleaning allowance of six hundred dollars (\$600) to be paid in twenty-six (26) equal installments.

For Fiscal Year 2010, County shall pay an annual uniform cleaning allowance of six hundred dollars (\$600) to be paid in twenty-six (26) equal installments.

Section 12.3 – Weapons Allowance

For Fiscal Year 2008, County shall pay an annual service weapons allowance of six hundred dollars (\$600) to be paid in twenty-six (26) equal installments.

For Fiscal Year 2009, County shall pay an annual service weapons allowance of six hundred and fifty dollars (\$650) to be paid in twenty-six (26) equal installments.

For Fiscal Year 2010, County shall pay an annual service weapons allowance of seven hundred dollars (\$700) to be paid in twenty-six (26) equal installments.

Article 13

Miscellaneous Provisions

Section 13.1 – Classification and Compensation Study

On or before July 1, 2009, a classification and compensation study will commence with an anticipated conclusion and recommendations by December 31, 2009. The study will explore the comparisons of the job classifications of Detention Sergeants, Police Sergeants and Sheriff's Sergeants. Results of the study will be shared with the union's representatives.

Article 14

Duration of Agreement

Section 14.1 – Effective Period

This Agreement shall become effective as of July 1, 2007 and shall continue in full force and effect until June 30, 2010.

Section 14.2 – Amendments

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

authorized officers and representatives, after negotiations mutually agreed to by County and Union.

Section 14.3 – Separability

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

Section 14.4 – Entire Agreement

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

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

**Anne Arundel County Sheriff's
Sergeants Association, National
Union of Law Enforcement
Associations, Local #777**

Anne Arundel County, Maryland

Sergeant Donald A. Scates
President

John R. Leopold
County Executive

Kimberly A. Kline, Esquire
Counsel

Andrea M. Fulton
Personnel Officer

Jeffrey A. Austin
Chief Spokesperson

Jonathan A. Hodgson
County Attorney

Julie T. Sweeney
Senior Assistant County Attorney