



COLLECTIVE BARGAINING

INDEX CODE: 700.1
EFFECTIVE DATE: 01-06-12

Contents:

- I. Rights of Classified Employees
- II. Administration
- III. Procedures
- IV. Contract Management
- V. Proponent Unit
- VI. Cancellation

I. RIGHTS OF CLASSIFIED EMPLOYEES

A. Except as provided in paragraph B, below, classified employees may 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.

B. Management employees may not join, assist in, or participate in the activities of an employee organization, or an affiliate of an employee organization, that represents or seeks to represent employees under the direction of the management employees. Confidential employees may not join or participate in the activities of an employee organization representing or seeking to represent nonconfidential employees. This prohibition does not apply to activities of a social, charitable, or fraternal nature.

C. County employees may elect not to join employee organizations or participate in their activities, and may represent themselves individually or designate their personal representative in their employment relations with the County. An employee may not be interfered with, intimidated, restrained, coerced, or discriminated against because of the employee's exercise of these rights.

II. ADMINISTRATION

A. Certification of Bargaining Units

Certification of employee organizations as bargaining units is the sole responsibility of the County Personnel Officer. The process by which employees may form bargaining units and seek certification by the County as the exclusive representative of the employees for purposes of collective bargaining is described in the Anne Arundel County Code, Article 6, Title 4, "Employee Relations". The Police Department exercises no role or authority in this process.

B. Certified Bargaining Units

At the date of publication of this directive, the following employee organizations have been certified as exclusive representatives for the purposes of collective bargaining, and are the only organizations representing Police Department employees with which the County will bargain:

1. Fraternal Order of Police Lodge 70;
2. Anne Arundel County Police Supervisors Association;
3. **Anne Arundel County Police Lieutenants Association;**
4. American Federation of State, County, and Municipal Employees' Local 582; and
5. American Federation of State, County, and Municipal Employees' Local 2563.

B. County Bargaining Team

The Anne Arundel County Management bargaining team consists of the County Personnel Officer or designee (team chairman). The chairman is the only person authorized to negotiate on the County's behalf. The chairman is assisted in these duties by a representative from the County Budget Office, and the Police Chief or designee; the role of these two individuals is strictly advisory. In the case of the Police Department, the Chief or designee provides the chairman with data and resource materials used during internal management caucuses and negotiating sessions; assesses the impact of contract proposals and provides professional advice as to what would be in the best interests of the department and the County during negotiations; and provides information linking the general goals of the County and the operational goals of the Police Department. Police Department representatives receive no additional compensation for this service.

III. PROCEDURES

A. Good Faith Bargaining

The County and the department participate in negotiations based on the principle of "good faith" bargaining as contemplated by the Taft-Hartley Act. This means that oral agreements made during negotiations are reflected in written contractual language and carried out in future management-labor relations.

B. Ground Rules

The ground rules for the bargaining teams are decided in advance of the process for negotiation of wages, hours, and terms and conditions of employment. The County and the department agree to abide by these ground rules during the collective bargaining process or labor arbitration.

IV. CONTRACT MANAGEMENT

A. The County and the department agree to abide, in both letter and spirit, by the negotiated labor agreement that has been signed by management, labor representatives, and ratified by the bargaining unit.

B. The Anne Arundel County Office of Personnel will forward copies of all ratified labor agreements to the Police Personnel Section. The Police Personnel Section will send a copy of each of the contracts to the Chief of Police. Police Personnel will also send a copy of the contracts to selected supervisors and civilian managers, who will make them available to all component supervisors and managers of bargaining unit employees.

C. The department will review and amend affected written directives as necessary to ensure compliance with the agreements.

V. UNION BUSINESS/RELEASE TIME

A. Background

It is the policy of Anne Arundel County to comply with the provisions in the County's Union contracts for use of paid Union Business, or paid Union Release Time. The Office of Personnel has developed Policies and Procedures to accomplish this.

AFSCME Local 582: Contract Section 13.5 – Release Time

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

AFSCME Local 2563: Contract Section 13.5 – Union Business

The County shall grant up to *three* hundred (*300*) hours of Union Business Leave with pay per year. The County shall also grant up to 16 hours per week of Union Business Leave to the President of the Union for the duration of this Agreement.

Anne Arundel County Police Lieutenants Association: Contract Section 14.2 – Union Business Leave

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

Anne Arundel County Police Supervisors Association: Contract 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 Chief of Police.*

Fraternal Order of Police, Lodge 70: Contract Section 15.6 – Lodge Business

County shall grant up to an aggregate maximum of one hundred (100) days of leave with pay in each year of this Agreement to employees scheduled to attend conferences, seminars and conventions *or to deal* with matters affecting Lodge.

Permission to use leave with pay under this Section shall be considered by the Police Chief upon receipt of a written request from Lodge’s President specifying the person(s) requiring leave, the amount of leave required and the purpose of such leave.

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

B. Procedures

1. The Union employee will complete and submit the “Union Leave Application Form” to the Chief of Police (or his/her designee).
2. The Chief of Police (or his/her designee) will approve/disapprove the Union Business Leave or Union Release Time and submit a copy of the form to the timekeeper and the Employee and Labor Relations Section of the Office of Personnel, as well as to the Union employee requesting the leave. The original form will be forwarded to Police Personnel for retention.
3. The timekeeper will code the approved leave as Union Business Leave in the time and attendance system.
4. The Chief of Police (or his/her designee) should contact the Employee and Labor Relations Section of the Office of Personnel if there are any questions regarding the approval or disapproval of Union Business Leave or Union Release Time.
5. The Office of Personnel will monitor the use of Union Business Leave and Union Release Time for compliance with this policy by having monthly reports prepared and forwarded to the appropriate departments for their review.

V. PROPONENT UNIT: Personnel Section.

VI. CANCELLATION: This directive cancels Index Code 700.1, dated 10-28-09, and Written Directive Memorandum 07-036 which was filed behind Index Code 701.