

Memorandum Of Agreement

Between

**Anne Arundel County
(Maryland)**



And

Teamsters Union Local 355

Battalion Chiefs

July 1, 2023 – June 30, 2024

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**Memorandum Of Agreement
Between
Anne Arundel County
(Maryland)
and the
Teamsters Union Local 355
Battalion Chiefs**

This Memorandum of Agreement is made and entered into by Anne Arundel County, Maryland (hereinafter referred to as County or the County) and Teamsters Union Local 355, the Anne Arundel County Battalion Chiefs (hereinafter referred to as Union or the Union) to establish wages, hours and conditions of employment.

**Article 1
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 Fire Department; to establish wages, hours and terms and conditions for the employment of individuals covered by this agreement; 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 Agreement, the Agreement or this Agreement), and for other good and valuable consideration, County and Union agree as follows:

**Article 2
Recognition and Unit**

Section 2.1 – Recognition

County recognizes Union as the exclusive representative of the classifications listed in Section 2.2 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 2.2 – Unit Description

- (a) **Current Classifications.** The terms “employee” and “employees” shall mean all permanent employees occupying the following classifications: Fire Battalion Chief.

The terms “employee” and “employees” shall not include temporary employees and employees employed in any other classification(s), subject to the provisions of Section 2.2(b).

- (b) **Re-Titled or Additional Classifications.** In the event(s) that the classification referenced in Section 2.2(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 2.2(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 2.3 – Printing and Distribution of Agreement

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

Article 3 **Non-Discrimination**

Section 3.1 – 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 4 **Management Functions**

Section 4.1 – 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 5

Maintenance of Membership and Dues Deduction

Section 5.1 – Payroll Deduction Authorization

Provided that a member of the bargaining unit has on file with the County an unrevoked, signed payroll deduction authorization, the County shall deduct in two or more pay periods each month from the current wages payable to the member such union dues authorized to be deducted in accordance with the terms of the signed payroll deduction authorization form and the County Code, and that are certified in writing by the Union's Treasurer.

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

The County agrees to make payroll deductions, authorized by the employee, for the purpose of campaign contributions. Such deductions shall be transmitted to the affiliated political action committee, Maryland Teamsters PAC, in accordance with state law.

Section 5.2 – 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

Grievance Procedure

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 or 2) disciplinary action including oral reprimand, written reprimand, suspension, demotion, or termination, and any other action designated by law. A grievance is also a dispute between an employee or the Union and the County regarding the meaning, interpretation or application of the express terms of this Agreement.

A grievance may be filed by the Union, an individual employee or by the Union on behalf of an individual, with that individual's consent, or a group of affected employees.

Section 6.2 – Grievance Procedure

Grievances shall be processed as follows:

Step I

Written Grievance to the Fire Chief

A grievance shall be filed in writing to the Fire Chief in accordance with the requirements set forth in Section 6.4 of this Agreement, provided that such written grievance is received by the Fire Chief (or the Fire Chief's designated representative) within fifteen (15) work days following the event giving rise to the grievance or within fifteen (15) 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 Fire Chief (or the Fire Chief'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 Fire Chief (or the Fire Chief's designated representative) shall hold a meeting with the grieving employee and the Union representative. In the event that no resolution of the written grievance is reached during such meeting, the Fire Chief (or the Fire Chief'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 Fire Chief (or the Fire Chief'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 Fire Chief (or the Fire Chief's designated representative) shall contain the reasons for the Fire Chief'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 Union representative.

Step II

Written Appeal to the Personnel Officer

If the grievance is not resolved at Step I, the employee may 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 twenty (20) 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 Fire Chief or his/her designee, the employee and the Union Representative.

The Personnel Officer (or his/her designated representative) will respond by U.S. Certified Mail to the employee's home address of record within twenty (20) 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 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 ten (10) 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 the Personnel Board or Binding Arbitration

Within ten (10) work days after receipt of County's Step II answer, either the Union or the employee may give notice of an intent to appeal by delivery of the notice, to the Office of Personnel, which notice shall satisfy the timeliness obligation. Within ten days after delivery of the notice, the County, Union or the employee may elect in writing to submit the appeal to Arbitration in lieu of an appeal to the Personnel Board and must then comply with the procedures currently set forth in §6-4-113 of the County Code. If no election is made, the appeal will proceed to the Personnel Board. The Personnel Board shall render a final and binding decision on the grievance as soon as possible after such hearing.

Notwithstanding any other provision in this Section, it is understood that the County will not select binding arbitration for a Step III appeal when: (1) the Step III grievance is being pursued by the employee(s); (2) the Union is not providing representation for the employee(s) at the Step III level; and (3) the Union is not a grievant to the Step III appeal.

In cases where the Union is not providing representation at Step III, it so shall notify the County in writing within five (5) work days after the Step III appeal notice is initially filed or within five (5) work days upon receiving inquiry from the County.

If at any point prior to or at the time of a Personnel Board hearing, the Union undertakes representation of the employee, the County will have five work (5) days to elect binding arbitration and must comply with the applicable procedures set forth in §6-4-113 of the County Code.

Section 6.3 – 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 in writing 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 6.4 – Written Presentation

Any written grievance presented under Section 6.2 of this Article shall be on a Anne Arundel County Office of Personnel Appeal of Personnel Practices 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 6.5 – 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
Union Business

Section 7.1 – Union Representatives

The Union shall designate three (3) members to be recognized by the County as Shop Stewards for the purpose of presenting grievances under Article 6 of this Agreement. Shop Stewards may leave their jobs during working hours for the purpose of investigating alleged grievances arising under this Agreement which require immediate attention or to attend any scheduled grievance meeting, unless required on a call for service or otherwise directed by the Fire Chief. The Shop Steward must first receive permission from their supervisor prior to leaving their job. Such permission shall not be unreasonably withheld by County, but it may not be granted at times when it interferes with the efficient operation of County.

Section 7.2 – Union to Notify County

Union shall supply County with a roster of the Union Representatives recognized under this Article and shall immediately notify County of any changes in such roster.

Section 7.3 – Union Negotiations

Up to three (3) 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 7.4 – Union Business Leave

The County shall grant up to an aggregate maximum of ninety-six (96) hours of leave with pay each fiscal year to employees for administration of the contract. Employees shall be granted leave for the following union related activities: to attend job steward trainings; State, national and/or local union conferences, seminars and conventions; union-sponsored labor relations training; leadership conferences; special regional, union Council, or union local meetings; and in

preparation for negotiations or labor/management meetings provided that the leave does not interfere with the efficient operation of the Fire Department. The above-mentioned list are examples and not intended to limit the reasons for the leave usage made by the Union.

An official request shall be made and approved in advance, in writing on the County's Union Leave Application Form, signed by the Union Shop Steward (or his/her designee in his or her absence), and shall state the purpose of the leave, the estimated duration of the meeting or event, and the estimated 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, for political purposes or activities, or for fundraising events. Permission to use leave under this Section shall not be unreasonably withheld by the County, but shall not be granted at times when it would interfere with the efficient operation of the Department.

Section 7.5 – Union Visitation

With the permission of the Fire Chief or his/her designee, representatives of the Union will be granted reasonable access to County's premises for the purpose of administering this Agreement. While permission shall not be unreasonably withheld, it shall not be granted at times when it would interfere with the safe and efficient operation of the Fire Department.

Section 7.6 – Union Lapel Pin

County agrees to allow a reasonably sized insignia pin of the Teamsters Union, to be worn on uniforms of the Fire Department in accordance with Departmental uniform regulations.

Article 8 **No Strikes or Lockouts**

Section 8.1 – No Strikes or Lockouts

An employee or Union may not engage in, initiate, sponsor, support or direct a strike as that term is defined in §6-4-101 of the County Code. If an employee or Union violates this provision of the Agreement, the County Executive may, as the County Executive considers necessary in the public interest: (a) impose disciplinary action, including the removal from County service, of employees engaged in the illegal conduct; (b) terminate Union's dues deduction privilege; (c) revoke exclusive representation certification and disqualify an exclusive representative 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 as defined in §6-4-101 of the County Code.

Section 8.2 – 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 8.1 to return to work.

Article 9
Employment Rights

Section 9.1 – Definition

“Seniority” shall mean an employee’s length of continuous service since date of promotion to Battalion Chief (time in grade) with County’s Fire Department. Service with other County departments or in any classifications other than those listed in Section 2.2(a) of this Agreement shall not be credited toward service in County’s Fire Department. Except for leaves of absence authorized under either Article 13 (Leaves) or Article 7 (Union Business) of this Agreement, all leaves of absence shall be subtracted from an employee’s length of continuous service in County’s Fire Department.

Section 9.2 – 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 fourteen (14) consecutive calendar days after due notification of recall from layoff by County; (c) Layoff in excess of eighteen (18) consecutive months since the employee’s last day worked for County as a Battalion Chief.

Section 9.3 – Seniority Roster

County shall compile and submit to Union, upon receipt of a request from Union made semi-annually, a seniority list of employees including name, date of hire with the County and date of promotion to Battalion Chief.

Section 9.4 – Layoff and Recall

Layoff and Recall in the classification of Battalion Chief shall be in accord with §6-1-109 of the Anne Arundel County Code including but not limited to §6-1-109(b)(2) which give employees the option to demote in lieu of layoff.

Article 10
Promotions, Transfers and Maintenance of Certification

Section 10.1 – Promotions

Promotions to a higher-level classification shall be considered conditional upon successful demonstration of proficiency in that classification only, for a maximum of six (6) months following the date of promotion. An employee who, within six (6) months of promotion, and after notice of deficiencies, fails to successfully demonstrate proficiency shall be returned to his/her former classification without other penalty or sanction, and the employee shall resume service time in that classification. An employee who is to be returned to his/her former classification may meet with the Fire Chief or designated representative.

Section 10.2 – Transfers

The Fire Chief, or his/her designee, shall retain the exclusive right to transfer and assign employees. Employees who desire a change of work assignment may submit a request for transfer in accordance with Departmental Rules and Regulations.

Section 10.3 – Maintenance of Certifications

- (a) Current Battalion Chiefs or employees promoted to the position of Battalion Chief who hold an EMT-P certification may formally request to drop their ALS certification. The request shall be made in writing to the Fire Chief. Approval to drop ALS certification is at the sole discretion of the Fire Chief and subject to the needs of the Department. Any denial of request will be accompanied by an explanation for the denial.
- (b) Battalion Chiefs to whom the Fire Chief has granted approval to drop their ALS certification must maintain a minimum level of medical certification as an EMT-B. A Battalion Chief who drops their ALS certification will be placed on the non-paramedic pay scale at the employee's same step effective the first full pay period after the certification is dropped.
- (c) Maintenance of certification is a responsibility shared by the Department and the member. No action will be taken against a member for lapses or errors resulting from administrative error.

**Article 11
Schedules**

Section 11.1 – Shift Work Schedule for Field Operations

The shift work schedule shall be 24 hours on followed by 72 hours off. Start time shall be determined by the County. Additional work as required may be assigned.

Section 11.2 – Alternative Schedule

For day work employees, the schedule shall be between Monday and Friday, either on the basis of five 8 hour shifts or, upon agreement between the employee and Fire Chief, four 10 hour shifts. Start time shall be determined by the County. Additional work as required may be assigned.

Section 11.3 – Shift Schedule Deviation

For a period of up to and including 14 calendar days, the County may temporarily change its hours of work and shifts should the exigencies of operations, safety, or staffing warrant such a change. The decision as to whether said exigencies warrant such a change is at the sole discretion of the Fire Chief. The County may make or extend such changes beyond 14 calendar days in the event of the issuance of a federal, state or county emergency declaration, and until 14 calendar days beyond the end of the latest emergency order.

The County shall not effect any changes in shifts or hours for disciplinary purposes or for arbitrary or capricious reasons.

Section 11.4 – Shift Exchange

Employees shall have the right to exchange shift assignment, providing a request is made and approved, in accordance with the Rules and Regulations by the Fire Chief or his/her designated representative. Compensation for the above exchange shall rest exclusively with the two (2) employees agreeing to the exchange. County will not withhold such approval for disciplinary purposes or for arbitrary and capricious reasons. In general, approval of shift exchange requests

will not be unreasonably denied. Frequent shift exchanges having the effect of a change to the basic work week pattern will not be approved.

Article 12 **Wages and Premiums**

Section 12.1 – 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 12.2 – 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. It is agreed by the County and Union that employees classified as Battalion Chief are FLSA exempt, executive employees who receive an annual salary for hours as required unless otherwise provided in this Agreement. The salary shall be expressed in the form of a “regular rate” or “hourly rate” of pay solely for the purpose of payroll administration.

Section 12.3 – Pay Duplicating and Pyramiding

There shall be no duplicating and pyramiding in the computation of premium wages as is identified and defined in this Article 12.

Section 12.4 – Pay Schedule

Effective the first full pay period on or after July 1, 2023, employees covered by this agreement will move from a min-max pay schedule to a step schedule. The step schedule will consist of a non-paramedic scale and a paramedic scale. The paramedic scale will include the Emergency Medical Technician-Paramedic (EMT-P) certification allowance and will no longer be a separate allowance.

Placement on this scale will be determined by which step on the non-paramedic schedule provides for at least an eleven and one half percent (11.5%) increase over the employee’s annual salary as of June 30, 2023. Once that step is determined, employees that hold an EMT-P will be moved to the paramedic pay schedule at that same step.

Employees who are promoted from Fire Captain to Fire Battalion Chief shall be placed on the appropriate pay schedule (i.e. non-paramedic, paramedic) at the step that provides for at least a ten percent (10%) increase above the employee’s current salary.

Section 12.5 – Merit Pay

Except as otherwise provided in this section, an employee shall receive merit pay advancements as provided in §6-1-207 of the County Code.

- (a) For Fiscal Year 2024, an eligible employee who receives an overall rating of satisfactory on his/her Performance Planning and Appraisal Report shall receive a merit/step pay advancement on their current pay schedule.

- (b) An employee who receives an Overall Rating of Unsatisfactory shall receive no merit pay advancement, 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 or exceeds 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 determined by his/her Overall Rating, effective on the closest pay period to the ninety (90) day re-evaluation.

If the employee fails to improve to a satisfactory level of performance, a second ninety (90) day review will be conducted. At the discretion of the Fire 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.

- (c) It is understood that any performance based pay advancements agreed to in this section, shall have the same contractual legal status as any across the board increases agreed to by the parties in this Agreement. The payment of all agreed upon increases shall not be circumvented by any action taken by the County Executive, including by budget or other legislative submittal.

Section 12.6 – Acting Out of Class Pay

- (a) If an employee is assigned temporarily to a position in the classified service with a higher pay grade for a period of at least three (3) consecutive work days or one (1) 24 hour shift, the employee shall be paid for all hours worked in the higher pay grade at 5% above the employee's regular pay rate or at the minimum base pay for the position to which assigned, whichever is greater. The entitlement to and rate for payment of overtime shall be governed by the ordinances applicable to the position in the higher pay grade.
- (b) The appointing authority may approve the payment of out-of-class pay to an employee only if the position to which the employee is assigned is vacant or if the employee regularly assigned to the position is absent from duty, and if the position is an authorized, budgeted position. The temporary assignment and out-of-class pay may not be used as a substitute for reclassification or permanent appointment to a position.
- (c) An employee may be temporarily assigned to a position under this section only if the employee meets the minimum qualifications of the position and is qualified to perform all the duties of the position to which the employee is being temporarily assigned.

Section 12.7 – Extra Shift – Bonus Pay

In accordance with Fire Department Rules and Regulations Leave, Holdover Policy and Supplemental Pays, the Fire Chief or his/her designee may require a Fire Battalion Chief to work an additional tour of duty beyond his/her regularly assigned shift for the purpose of covering a field operations vacancy; providing instruction to emergency personnel; providing repair capability for emergency apparatus and facilities; responding to emergencies as part of a special tactical team, or attending mandatory training or meetings required by Chief. In such cases, the Fire Battalion Chief shall be paid bonus pay for the specified tasks pursuant to the following schedule:

Effective July 1, 2023

0-3 hours	\$300
4-6 hours	\$600
7-14 hours	\$1,400
15-20 hours	\$2,000
21-24 hours	\$2,400

Section 12.8 – Bonus Award Program

The County will implement a Bonus Award Program for all employees in the bargaining unit. The Bonus Program will reward employees up to 10% of the actual cost savings, not to exceed \$10,000, for a proposal made by an employee(s) and adopted and implemented by the County. The Budget Officer must approve the proposal, determine the cost savings, and make a recommendation to the County Executive of the amount of the bonus to be paid. The decision of the Budget Officer is final.

Article 13
Leaves

Section 13.1 – Annual Leave

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

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

- (b) Procedures governing annual leave shall be in accord with §6-1-302 of the County Code and this Agreement. An employee may carry over thirty-five (35) days of annual leave into a pay period calendar year. Annual leave accumulated which exceeds the maximum carry over limit of 35 days per calendar year will be converted to disability leave.
- (c) In addition to the annual leave provided in Section 13.1(a) above, all employees shall receive sixteen (16) days of paid annual leave in lieu of the holidays listed in §6-1-301 of the County Code.
- (d) Employees covered by this Agreement shall accrue annual leave hours each pay period during a calendar year. At the beginning of each calendar year, leave balances for employees in the classification of Battalion Chief will reflect the total amount of annual leave (including hours for the sixteen (16) days allotted for holiday pay), even though employees will continue to accrue the leave each pay period. In the event that an employee leaves County service prior to the end of a calendar year he/she will be responsible for repayment of any leave hours taken that exceed the hours the employee has not yet earned through an accrual method.
- (e) County shall continue to approve, deny, schedule and or cancel annual leave subject to the safe and efficient operation of the Fire Department. The selection of annual leave for employees assigned to the 24 hour shifts will conform to the schedule published by the Operations Deputy Chief and outlined in Appendix II.

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

- (f) Any proposed change to the Battalion Chief annual leave selection procedure shall be discussed with the union prior to implementation.

Section 13.2 – 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. Procedures governing disability leave shall be as set forth in §6-1-303 of the County Code except as otherwise stated herein. For the purposes of this subsection “undocumented disability leave” shall mean any use of disability leave for which an employee does not provide a medical certification.

Except as set forth in §6-1-303(g), (h), and (i) of the County Code, employees will not be required to submit satisfactory documentation for use of disability leave unless the employee uses a total of more than three (3) shifts of undocumented disability leave during a consecutive twelve month period or a total of two (2) shifts of undocumented disability leave during a consecutive three (3) month period. Beginning with the fourth undocumented shift of disability leave use in a consecutive twelve (12) month period or third undocumented shift of disability leave use in a consecutive three (3) month period as appropriate, or portion thereof, employees must submit satisfactory documentation for the absence (e.g., medical certificate). Any disability leave use that an employee voluntarily provides medical certification does not count toward the limits set forth herein.

- (c) Procedures Governing Employees Injured in the Line of Duty. Upon approval of the County Office of Risk Management, an employee shall be entitled to the employee’s regular pay during a period of temporary total disability if the employee is absent from duty as provided in §6-1-312 of the County Code. In order to receive approval, the employee must first file an Employee’s Claim Form with the Worker’s Compensation Commission. If the County denies the Worker’s Compensation claim, the employee will be charged the appropriate accrued leave, or leave without pay in the absence of paid leave, during their absence from duty pending a decision by the Worker’s Compensation Commission. All such absences are governed by Section 13.2(b) above. In the event that the Worker’s Compensation Commission rules that the employee’s absence is compensable, the employee’s leave records shall be adjusted accordingly.

Effective July 1, 2016, an employee who is absent from work as a direct result of an injury compensable under the Worker’s Compensation laws is entitled to regular pay during the period of temporary total disability. If an employee is released to work a light duty assignment for at least eight (8) hours per day, the employee must contact the Department to receive an appropriate assignment. An employee who works light duty for a partial day will receive no reduction in their regular pay.

- (d) Any employee relieved from duty at the direction of the Fire Department or County, as a result of the wellness and fitness physicals, shall be placed on paid administrative leave for the remainder of his/her shift and shall be entitled to paid administrative leave for his/her regularly scheduled shift, if needed, for the next six (6) calendar days in order to resolve the issue(s) raised during said physical. If the employee has not resolved the issue(s)

within the period of paid administrative leave authorized above, the employee will have the option of using accrued paid leave or being placed in a restrictive duty assignment until he/she is able to return to full duty.

Section 13.3 – 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. Employees must present the summons to jury duty to their supervisor upon receipt. 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 13.4 – 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.

Section 13.5 – 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 13.6 – 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 on or after July 1, 2004, 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. Notwithstanding the above, such employees shall continue to receive any other County benefits being provided to employees covered by this Agreement. 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 13.7 – Bereavement Leave

An employee shall be entitled to leave at his or her regular rate for a maximum of three (3) regular scheduled work days (or one [1] 24 hour shift if assigned to the 24/72 platoon work schedule) lost in the event of the death of the following persons: spouse; child; stepchild; brother; step-brother, sister; step-sister; brother-in-law; sister-in-law; parent; step-parent; parent-in-law; guardian; grandparent-in-law, grandchild, and grandparent.

Such leave is only available provided that the employee furnishes valid proof of death and the relationship, upon request, to the Fire Chief.

Section 13.8 – 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 accrued 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 13.9 – Miscellaneous Leave

- (a) When, because of an emergency, the County is closed for the transaction of business, an employee who is (1) already scheduled to work; (2) is designated an emergency employee by the Fire Chief to provide essential services to County citizens; and (3) actually works his/her regularly scheduled shift for the day(s) that the County is closed, that employee shall be entitled to administrative leave with pay on an alternate work day as follows:
 - (i) Twelve (12) or more regularly scheduled hours worked equals twelve (12) hours of paid administrative leave.
 - (ii) Ten (10) or more regularly scheduled hours worked equals ten (10) hours of paid administrative leave.
 - (iii) Eight (8) or more regularly scheduled hours worked equals eight (8) hours of paid administrative leave.
 - (iv) Nine and three quarters (9.75) or more regularly scheduled hours worked equals nine and three quarters (9.75) hours of paid administrative leave.
- (b) This administrative leave with pay is forfeited if not used within twelve (12) months of the said closure.
- (c) This leave shall be credited and used on an hour for hour basis.
- (d) For the purpose of this section, “business day” is 8:00 a.m. to 4:30 p.m. Monday through Friday.

Section 13.10 – Family Leave

Employees shall be provided with all applicable benefits of the Family and Medical Leave Act of 1993 as amended.

Section 13.11 – Personal Leave

Employees shall receive one (1) personal leave day each calendar year. Personal Leave shall be scheduled by mutual agreement of the immediate supervisor and the employee. Personal leave may not be accumulated.

Article 14
Rules and Regulations

Section 14.1 – Discipline

- (a) Any disciplinary action imposed on an employee as the result of the application of Fire Department Rules and Regulations may be made the subject of a grievance under Article 6 of this Agreement on the basis that such discipline was not for just cause. No employee who is charged with an off-duty misdemeanor offense shall be placed in a leave without pay status while awaiting the results of an internal investigation. This does not preclude the County from taking appropriate disciplinary action up to and including termination.
- (b) No employee shall be discharged for just cause without a pre-discharge hearing conducted by the Fire Chief. This pre-discharge hearing shall not be considered part of the grievance procedure; shall be conducted in accord with legal requirements; and shall allow for Union representation for the subject employee.

The results of the pre-discharge hearing shall be mailed by U.S. Certified Mail to the employee's home address of record and by U.S. First Class Mail to the Union.

- (c) A grievance regarding the imposition of suspension, reduction in rank or pay, or removal of any employee in the classified service may be submitted directly to Step II of the grievance procedure, provided that it is received by the Office of Personnel within fifteen (15) work days of receipt of the written notice of disciplinary suspension or discharge. Any such grievance shall then be processed in accord with Article 6 (Grievance Procedure) of this Agreement.
- (d) An employee who is called for an interview in connection with an investigation that could result in discipline of the employee shall be advised about the subject matter or purpose of the investigation when the interview is scheduled and before it is begun.
- (e) An employee shall have the right to be accompanied by a Union representative to any interview that could result in discipline of that employee.

Section 14.2 – Amendments to Fire Department Regulations

In case of any contemplated change in the Fire Department Rules and Regulations, Operations Procedures Manual, and Policies and Procedures, one (1) electronic copy of the proposed change shall be forwarded to the Union twenty (20) calendar days prior to its implementation, unless a shorter time period is agreed to by the Union or required due to emergency or exigent circumstances. Upon the request of the Union, the Fire Chief (or the Fire Chief's designee) shall also meet with representatives of Union to receive and consider Union's comments and suggestions regarding the proposed change.

Section 14.3 – County Personnel Rules and Regulations

Proposed changes to the County Employee Relations Manual will be forwarded to the Union twenty (20) calendar days prior to implementation. The Union and the County may discuss the amendments or additions to the County's Employee Relations Manual which affect employees as defined in Section 2.2 of this Agreement, provided that a grievance challenging such rules and regulations may be filed under Article 6 of this Agreement only if such rule or regulation is in conflict with an express provision of the Agreement.

Section 14.4 – Personnel Files

- (a) Employees covered by this Agreement shall have access to their County and Departmental personnel files by making an appointment with the custodians of any such files.

An employee shall be allowed to review and copy the complete contents of such files, except as prohibited by Title 4, of the General Provisions Article of the Annotated Code of Maryland, provided that the County may affix a reasonable copy charge.

Such review and copying shall be permitted within a reasonable amount of time after the request is made of the custodian.

Should an employee so authorize in writing, County shall extend to the Union Representative the same right to review and copy the employee's personnel files and records.

- (b) Within three (3) work days after an oral reprimand an employee shall be provided with written documentation of such oral reprimand. Oral reprimands shall be kept in a separate file maintained by the Fire Department that shall not be considered a personnel file and will not be maintained in the County personnel file.
- (c) Upon written request from an employee, any documentation of an oral reprimand that has been issued and filed in accord with Paragraph (b) of this Section shall be removed, provided that two (2) years have elapsed since such employee has received any oral reprimands or other disciplinary action.

Section 14.5 – Education Assistance

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

Section 14.6 – Committee Representation

If the Fire Department creates a committee or work group after July 1, 2011 to study and/or make recommendations regarding the working conditions, operating procedures, or safety procedures affecting bargaining unit employees, the Department shall notify the Union and the Union may request that one Union Representative be permitted to sit on the committee and participate in all activities of the committee.

Article 15 Safety

Section 15.1 – Safe Working Conditions

- (a) County and Union agree to cooperate to the fullest extent in the promotion of safety in the Fire Department.
- (b) The County will provide well-water quality testing, two (2) times annually using a licensed and certified vendor at all stations with well-water systems to make sure employees are not being exposed to hazardous conditions at stations.
- (c) The County will provide air quality testing, using a licensed and certified vendor, at the request of Union, at stations where employees have serious concerns about being exposed

to hazardous conditions. The results of all testing, air and water, will be sent to the office of the Fire Chief, and Union simultaneously.

- (d) When stations are found to be unsafe or ineffective for habitation; or found to be unsafe after air and/or water testing, the County will provide employees appropriate safe living conditions.
- (e) When a situation occurs listed in paragraph d), the Fire Chief, a Union representative, and the Chief of Health and Safety will inspect the station, evaluate all factors, and will endeavor to reach a consensus on what appropriate safe living conditions will entail.

Section 15.2 – Safety Committee

One member of the Joint Safety Committee may be appointed by Union from the bargaining unit.

Section 15.3 – Staffing Information and Notice

No less than fourteen (14) calendar days prior to any proposed moving of companies, creation of new companies, closing of companies, or any other actions that would affect the current budgeted staffing levels of the Fire Department, the Department shall notify the Union of any such proposals. Upon request, the Fire Chief will meet with the Union to discuss the proposed actions.

Section 15.4 – Wellness Committee

No less than fourteen (14) calendar days prior to any proposed change to the Wellness and Fitness Program, County shall notify the Union of any such proposed actions. The Union may, during this time period, submit written comments to the Fire Chief for his/her consideration.

Section 15.5 – Smoking Prohibition

Employees hired after July 1, 2000 shall not smoke or use any other tobacco product while on or off duty while employed by the County. Any violation of this provision by an employee may result in termination and shall be just cause for termination.

Article 16

Uniform and Allowances

Section 16.1 – Uniforms, Protective Clothing and Protective Devices

County shall expend good faith efforts to insure that all uniforms, protective clothing and protective devices required of employees in the performance of their duties shall be issued as soon as possible after promotion to Battalion Chief. All protective clothing and protective devices required of present employees shall be issued to them providing no previous issue of such items has been made. Prior to any changes in the quality and type of uniforms, protective clothing and protective devices, County will notify Union, accept and consider any recommendation submitted. All uniform changes required by promotion of the employee shall be issued, providing no previous issue of such item has been made. The uniforms, protective clothing, protective devices required of employees in the performance of their duties are listed in the Fire Department's Rules and Regulations "Uniform Issue."

County shall issue turnout gear bags and one pair of Warrington Pro Style 3009 leather turnout boots or comparable County selected substitute to all employees covered by this Agreement as needed.

Section 16.2 – Uniforms and Safety Equipment

County shall issue and reissue if necessary uniforms and safety equipment in accord with the Fire Department's Rules and Regulations "Uniform Issue." Turnout equipment shall be cleaned and maintained as necessary at the expense of the County by means sufficient to comply with the methods described in NFPA consensus standards, but in any event it shall be cleaned at least once each fiscal year. Any Personal Protective Equipment issued by the County and listed as Personal Protective Equipment in the Fire Department's Rules and Regulations that has been determined to be unsafe by the Fire Chief (or his/her designee) shall be replaced at no cost to the employee. All uniforms and safety equipment shall meet applicable standards (OSHA, ANSI, NFPA, etc.) at the time of purchase.

Section 16.3 – Personal Hygiene

All personal hygiene equipment required by an employee during the performance of his/her duties shall be provided to the employee by County at no cost to the employee. This shall include such articles as bed linen, blankets, soap, washcloths, and bath towels.

Section 16.4 – Certification Allowance

For Fiscal Year 2024 and beyond, this certification allowance has been reallocated to support the funding of the Paramedic Battalion Chief Pay Schedule adopted July 1, 2023 and the placement of employees on that schedule.

Section 16.5 – Special Training Allowance

For Fiscal Year 2018 and beyond, this allowance has been reallocated to support the funding of the Pay Schedule adopted July 1, 2017 and the placement of employees on that schedule.

Article 17
Insurance

Section 17.1 – Operator's Insurance

County shall continue to provide adequate liability insurance protection for each employee responsible for the operation of Fire Equipment and Fire Vehicles.

Section 17.2 – Health Insurance

- (a) The County shall continue to provide the same group health insurance plans and plan options (i.e. PPO, HMO-EPO), vision and dental insurance plans for this bargaining unit as it shall provide for the other County public safety employee bargaining units pursuant to County Code Section 6-1-308. The cost of each employee's benefits shall be shared by the County, and the employee. Effective January 1, 2024, the County's share of the health insurance premium for the non-HMO plan will remain seventy-five (75) percent of the health insurance premium and the employee's share for the non-HMO plan will remain twenty-five (25) percent. Also effective January 1, 2024, the County's share of the health insurance premium for the HMO-EPO plan will remain eighty-five (85) percent and the employee's share for the HMO-EPO plan will remain fifteen (15) 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. Pursuant to applicable law, an employee is not eligible for the opt-out credit if the employee has elected to be covered under their spouse's plan, and the spouse is a County employee and is covered under the County's health insurance plan.

- (c) Union recognizes and acknowledges County's right to consolidate employee groups into a single, unitary health insurance group under County Code Section 6-1-308.

Section 17.3 – Life Insurance

- (a) Employees have two (2) basic life options available:

Plan A: 50,000 - This plan is provided at no cost to the employee; or

Plan B: Two times your annual salary (to a maximum amount of \$100,000) - This plan is also provided at no direct cost to the employee, however, the IRS requires that a minimal amount be added to the taxable income of each employee for the imputed value of coverage in excess of \$50,000.

- (b) In addition to all other benefits that are available under this Agreement and/or the County Code, should the death of an employee who is covered by this Agreement be caused by a line-of-duty fatality, then the eligible beneficiary shall be paid a sum equal to the employee's annual salary.
- (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 17.4 – Funeral Expenses

In the event an employee is killed in the line of duty, County shall pay the costs of a funeral up to fifteen thousand dollars (\$15,000).

Article 18 **Pension Plan**

Section 18.1 – Pension Plan

County shall provide a pension plan for current employees covered by this agreement in accord with Article 5, Title 4 (Fire Service Retirement Plan) of the County Code as amended consistent with the provisions herein. The employee contribution to the pension fund will be 7.25% of the participants annual basic pay, as defined in §5-1-101(7) of the County Code effective the first full pay period after February 1, 2013.

Section 18.2 – Deferred Retirement Option Program

The County shall provide a Deferred Retirement Option Program (DROP) in accordance with Article 5, Title 4 (Fire Service Retirement Plan) of the County Code. For those employees who elect the optional sixth year of DROP, the 6th year interest will be computed the same as the first five years on the deferral payments made in the first five years of participation.

Article 19
Miscellaneous Provision

Section 19.1 – Work Day

Unless expressly defined otherwise, for the purposes of this Agreement the term “work day” shall be defined as a week day (Monday through Friday), 8:00 a.m. to 4:30 p.m., excluding holidays in County Code §6-1-301(a).

Article 20
Appendices and Amendments

Section 20.1 – Identification of Appendices and Amendments

All appendices and amendments to this Agreement shall be numbered or lettered, dated and signed by the responsible parties and shall be subject to all the provisions of this Agreement.

Section 20.2 – Merger

Any merger of County services with the services of any other political subdivisions, which directly affects the Fire Department, shall be discussed with Union as it affects the terms and conditions of this Agreement.

Article 21
Duration of Agreement

Section 21.1 – Effective Period

This Agreement shall become effective on July 1, 2023, and shall continue in full force and effect through June 30, 2024. Except as otherwise provided, this Agreement shall automatically renew itself as of July 1, 2024 for a period of one (1) year and for one-year periods thereafter. However, if either party shall give the other party written notice of desire to terminate, modify or amend this Agreement prior to January 1, 2024 or January 1 of any subsequent year, then, in such event, the parties shall enter into negotiations for the purpose of amending, modifying or terminating this Agreement as provided by Article 6, Title 4 of the County Code. Until such time as this Agreement has been thus terminated, modified or amended, and such termination, modifications or amendments have been fully ratified, approved and effectuated, this Agreement shall remain in full force and effect.

Section 21.2 – Amendments

It is further understood that this Agreement can only be added to, amended or modified by a document in writing, signed on behalf of the parties hereto by their duly authorized officers and representatives, after negotiations mutually agreed to by County and Union.

Section 21.3 – Savings Clause

If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law or court decision, County and Union shall 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 affect or impair any other term or provision of this Agreement.

Section 21.4 – Ratification

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

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

Section 21.5 – Wage Re-Opener

The County Administration agrees to include funding in its proposed FY 2024 budget for all provisions contained in the FY 2024 Memorandum of Agreement (MOA). In the event that the County Council does not fund any part of the MOA with regard to wages or other economic terms, then, in that event, the economic provisions of the FY 2024 MOA shall be reopened and subject to the collective bargaining process including the impasse procedures set forth in County Code Section 6-4-111 (with alternative dates to be agreed upon by the parties).

Article 22

Entire Agreement

With regard to these subjects expressly addressed herein, this Agreement shall represent the final and entire Agreement between the parties and no other Agreements oral or written, which contradict the express terms of this Agreement shall be binding upon the parties unless such an Agreement is reduced to writing, executed by the parties and appended to this Agreement as an amendment.

In order for any "past practice" to be binding on County, it must be established that the "past practice" is of such a continued, well-known, and mutually concurred-in character that it is logical to assume that the parties in negotiating later collective Agreements, did so in the silent assumption that the "past practice" would continue on, into and through the life of such later Agreement. Furthermore, occasional and sporadic incidents will not constitute a "past practice." Lastly, it is specifically understood that a "past practice" cannot be used to change clear and unequivocal provisions of the Agreement (i.e., that a "past practice" is to be used only to interpret vague, unclear or ambiguous provisions of the Agreement).

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representative this 6th day of June, 2023.

**Teamsters Union Local 355
Battalion Chiefs
Mark Garey, President**



Marcus E. Smith, Business Agent
Teamsters Union Local 355

Anne Arundel County, Maryland



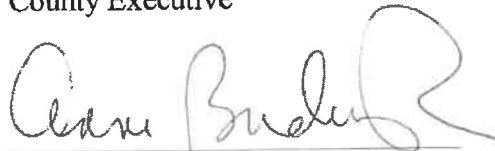
Stuart Pittman
County Executive

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Michael A. Smith, Shop Steward
Teamsters Union Local 355



Anne Budowski
Personnel Officer

DocuSigned by:



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Brandon Hiller, Shop Steward
Teamsters Union Local 355



Gregory Swain
County Attorney



Frederick Riedel, Shop Steward
Teamsters Union Local 355



Genevieve Marshall
Senior Assistant County Attorney

Appendix I

Anne Arundel County Battalion Chiefs

Pay Schedule A*

Minimum		Maximum
\$86,604		\$142,516

**This is the same pay schedule in effect since
July 1, 2022*

Pay Schedule B**

STEP	Non-Paramedic	Paramedic
1	108,864	112,986
2	112,674	116,797
3	116,618	120,740
4	120,699	124,822
5	124,924	129,046
6	129,296	133,419
7	133,822	137,944
8	138,505	142,628
9	143,353	147,476
10	148,370	152,493
11	153,563	157,686
12	158,938	163,061
13	164,501	168,623

***This pay schedule is effective the first full pay period
beginning July 6, 2023*

APPENDIX II
Annual Leave Procedures

I. Definitions

ANNUAL LEAVE – Paid leave for holiday leave, vacation, and other personal uses. For uniformed fire personnel, sixteen (16) County holidays are converted to annual leave and are added to the employee’s annual leave balance in January of each calendar year.

CAP – The maximum number of personnel permitted to be on scheduled annual leave and unscheduled annual leave within a leave group.

CARRYOVER LEAVE – The leave an employee earns but does not use in any given calendar year. Carryover leave may not exceed 35 days per employee.

EXTENDED LEAVE – Two or more contiguous shifts of scheduled leave.

DAY WORK – Employees assigned to day work as outlined in Section 11.2- Alternative Schedule.

FIELD SHIFT WORK – Employees assigned to 24-hour shifts as outlined in Section 11.1- Shift Work Schedule for Field Operations.

HOLIDAYS – An additional sixteen (16) days of annual leave each year in lieu of holidays for uniformed personnel. Employees are not entitled to carryover annual leave days that are in lieu of holidays. As such, every employee must use at least sixteen (16) days of annual leave per year. Personnel assigned to the 24/72 shift must schedule a minimum of six (6) shifts.

SCHEDULED LEAVE – Annual leave scheduled during the time defined each year in the departmental orders for the leave scheduling process.

SCHEDULED SINGLE DAY – Any annual leave scheduled that is not extended leave.

SENIORITY – Seniority has the same meaning as set forth in Article 9 of the Memorandum of Agreement

UNSCHEDULED LEAVE – Annual leave that was not placed in leave scheduling medium during the time defined in this Appendix for the leave scheduling process, e.g., Educational Leave or leave that may fall under the Guidelines for Flexibility in Annual leave scheduling. The granting of Unscheduled Leave is contingent upon the Department’s ability to maintain adequate staffing.

II. Field Shift Work Employees: Employees will schedule leave in accordance with the schedule published by the Operations Bureau Chief.

A. Extended & Scheduled Vacation Leave Selection

Management must guarantee a minimum of 19.5% rounded up to next whole number of the authorized shift staffing positions available for scheduled annual leave daily. One (1) additional leave slot will be available daily for carryover leave only. Overages and vacancies shall not alter the leave available. Each employee is required to schedule at least the number of hours of leave front loaded each year in lieu of holidays. Employee's will be required to schedule (2) 24 hour shifts in the 1st Quarter (January 1 to March 31), (1) 24 hours shift in the 2nd Quarter (April 1 – June 30), (2) 24 hour shifts in the 3rd Quarter (July 1 – September 30), and (1) 24 hour shift in the 4th Quarter (October 1 – December 31).

B. Unscheduled Leave Selection

Once annual leave selection is closed and posted remaining annual leave opportunities shall be made available, on a first come, first awarded basis. It is the employee's responsibility to schedule sufficient accrued annual leave to prevent the loss of annual leave at the end of the calendar year.

C. Leave Policy

- 1) Regulations regarding leave shall be in accordance with the Anne Arundel County Code, the Memorandum of Agreement between Anne Arundel County and the Teamsters Union Local 355 and other such direction as may be set forth by the Chief of the Department.
- 2) The granting of leave shall always be contingent upon the staffing needs of the department at the time of the leave, and the ability to staff all required positions with qualified personnel.
- 3) The requirements set forth in the leave scheduling section shall apply to all Fire & Rescue Operations Bureau personnel assigned to the 24/72 shift.
- 4) Although the County Code establishes the number of annual and disability leave days to which an employee is entitled per calendar year, this leave is accrued on a pay period by pay period basis. The accrual rate is based on the employee's length of service and/or workweek assignment. The accrual period begins on the first day of the first pay period of the new-year and ends 52 weeks later. The Department will identify the actual dates of the accrual period in the Departmental Orders each year prior to annual leave scheduling.

42 HOUR SCHEDULE	
YEARS OF SERVICE	Hours per Pay Period*
Less than 3	9.37
3 to less than 15	11.63
15 or more	13.57
	<i>* includes 16 days of AL in lieu of holidays</i>
40 HOUR SCHEDULE	
YEARS OF SERVICE	Hours per Pay Period*
Less than 3	8.92
3 to less than 15	11.08
15 or more	12.92
	<i>* includes 16 days of AL in lieu of holidays</i>

- 5) There are no provisions in the County Code for represented employees to carry more annual leave from one year to another other than that to which they are entitled. It is the employee's responsibility to manage their leave use in accordance with the Memorandum of Agreement between the County and the Teamsters Union Local 355.
- 6) If a leave vacancy results in the payment of Bonus Pay and a Bonus Pay worker cannot be obtained, leave may be denied in order to maintain required staffing levels. If leave must be denied, it shall be denied in the following order:
 - a) Special assignment leave (at the discretion of the Bureau Deputy Chief), Annual leave used for Union business, and/or Union Leave.
 - b) Unscheduled Carryover Leave
 - c) Scheduled annual not part of Extended Leave
- 7) After unsuccessfully attempting to fill approved Extended Leave, employee holdovers shall be initiated as directed by Departmental Holdover Policy.
- 8) In the event that two or more employees have requested the same type of leave, and a sufficient number of Bonus Pay workers are not available, the relief assignments shall be based upon the following criteria:

Scheduled Leave

- a) Seniority
- b) Toss of Coin.

For Unscheduled Leave

Should two or more leave requests of the same type need to be denied it shall be decided in the following order:

- a) Date Leave Submitted – It is the employee’s responsibility to provide proof of date submitted. After an employee enters leave in TeleStaff, he/she may print a personal report that may be used should a conflict need to be resolved.
 - b) Seniority
 - c) Toss Of A Coin.
- 9) Any employee who has requested annual leave should be notified no less than SEVENTY TWO (72) hours prior to the shift requested if the leave has been disapproved.

D. Scheduling Rules

- 1) Seniority for the purpose of scheduling annual leave shall be determined as follows:
 - a) Date of promotion to the Rank of Battalion Chief
 - b) Toss of a coin
- 2) Telestaff will be the leave scheduling medium.
- 3) Leave is scheduled on a quarterly basis based on seniority:
 - a) Scheduled leave requests should be placed in telestaff prior to a scheduling deadline date in month prior to the start of the leave quarter. This scheduling date should be listed in the rules and regulations chief officer staffing and leave policy and/or published to all chiefs at least thirty (30) days in advance of the date. Requests will be granted based on seniority.
 - b) Unscheduled leave (60c) placed in telestaff prior to the closing of leave scheduling will be considered as requested on the first day after the date of the closing of leave scheduling.

NOTE: Leave shall only be scheduled during the leave scheduling process. Any leave requested after the close of the defined scheduling process shall be treated as unscheduled leave.

- 4) Employees shall not schedule annual leave on any days when they have prior knowledge that they will be on another type of leave.
- 5) Scheduled annual leave must be taken in 24-hour shifts except where two (2) employees mutually agree to elect to split a 24-hour shift.
- 6) Unscheduled leave is not considered approved until it is filled.

- 7) All scheduled annual leave dates will be entered into TeleStaff as the Master Calendar.

E. Guidelines for Flexibility in Annual Leave Scheduling

- 1) An employee may move a future scheduled annual leave day as long as:
 - a) The moving of the scheduled day may not cause the cap to be exceeded.
 - b) The employee uses the minimum required number of shifts in the quarter.
 - c) It is not less than 72 hours before the scheduled shift or it is less than 72 hours before the shift but it has not been already filled.
- 2) Personnel whose assignment changes at the Department's request or upon promotion/proficiency advancement shall be entitled to that leave previously requested, provided that leave is scheduled on the day before, the same day or the day after the originally scheduled day.
- 3) Personnel whose assignment changes at their request shall be allowed unscheduled leave subject to the availability of slots within their new leave group. This leave will count toward the Cap.
- 4) With the exception of the 24/72-hour work schedule, approved unscheduled annual leave shall be used in minimum increments of one-half ($\frac{1}{2}$) the regular scheduled workday except for situations approved by the Chief of the Department or his/her designated representative(s).
- 5) Personnel assigned to the 24/72-hour shift shall be permitted to use carryover annual leave in four (4) hour segments. Leave requests of less than four (4) hours shall not be granted, except for situations approved by the Chief of the Department or his/her designated representative (including approved educational leave and union leave). Requests for a four (4) hour block of leave may be made for any four-hour block of time during the shift. These four (4) hour blocks may exceed the cap for the number of personnel permitted off in a leave group, provided the position can be filled.
- 6) Leave requests for twelve (12) hours or greater shall only be permitted to be requested within the leave cap, and such that they start at the beginning of the shift or end at the conclusion of the shift. For example an employee requesting 12 hours of leave must request the leave starting at either 0700 or at 1900. An individual requesting eighteen (18) hours of leave must request the leave starting at either 0700 or 1300.
- 7) Exceptions to leave scheduling rules may be granted by the Fire Chief or his or her designated representative in extraordinary circumstances. Requests for exceptions shall be made on a special report to the Fire Chief. Leave used by personnel granted an exception for extraordinary circumstances shall not count against the cap.

III. Day Work Employees

The Bureau Deputy Chief shall provide a process for leave selection and approval which is generally consistent with the process for field shift work employees.

Appendix III

Deferred Retirement Option Program (DROP)

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

Details of the Plan:

- *This appendix summarizes the most important features of the DROP plan. Complete details are contained in the County Code (Article 5, Title 4), which governs the operation of the plan. If there is any conflict between this booklet and the County Code, the County Code will govern. This appendix does not extend any rights to benefits, which are not expressly provided under the terms of the County Code.*
- **Service Requirement:** Twenty (20) years of actual plan service.
- **Plan Participation:** Three (3) years, with three (3) one year renewals - six (6) years total.
- **Entry Requirements:** When there are more than 35 employees participating in the DROP as of the first day of any subsequent month, no more than four additional employees may begin participating in the DROP on that day. When there are fewer than 35 employees participating in the DROP as of the first day of any subsequent month, the number of additional employees who may begin participating in the DROP on that day shall be limited to the number that does not cause the total number of DROP participants to exceed 39.
- **Early Exit Availability:** A DROP participant may withdraw from participation at any time before the end of the initial DROP participation period. A DROP participant who elects to withdraw may remain employed by the County and is prohibited from participation in the DROP during the remainder of the participant's employment with the County. A participant whose participation ends prior to the end of the DROP participation period (first three years) because of a termination of employment, ineligibility to participate in the plan for any reason or an election to withdraw from the plan, forfeits any entitlement to the DROP benefit. A DROP participant who terminates employment with the County after the first three year term of the DROP participation and before the completion of any additional one-year terms, is entitled to a DROP benefit only for each fully completed year of DROP participation. Interest may not accrue on an account balance for any period of DROP participation that is less than a full year.
- **Contributions:** Employee – None; Employer – Valued as active employees for actuarial valuation and employer rate determinations.

- ***Employee Status:*** Full time merit employee; eligible for all pay and benefits; union rules; promotion; pay; discipline, etc. Participation in DROP does not guarantee employment; i.e., termination for disciplinary reasons could affect DROP account status.
- ***Computation of DROP Payment:*** Normal Retirement benefit based on first month following election. COLA is awarded July 1 as if retired. No future service or earnings used at actual retirement. Upon termination, pension payment, adjusted for COLA, will be paid on the first of each month to the retiree. Status then officially changes from employee to retiree.
- ***Earnings on DROP Balance:*** For participants who enter DROP prior to July 1, 2010, an interest rate of 0.6434% which provides an effective annual yield of 8.0%. For participants who enter DROP after June 30, 2010, an interest rate of .34745% which provides an effective annual yield of 4.25%. Credited monthly and paid as of December 31 on the balance; pro-rated in first year and last year.
- ***Payment Options:*** Unless otherwise elected by a DROP participant, a lump sum payment shall be made in cash. If permitted by federal law at the time of the payment, payment may be made by transfer or direct rollover to an eligible retirement plan as defined in the Internal Revenue Code.
- ***Death Benefits Before Payout:*** Lump sum or rollover of account balance to a qualified plan as defined by the Internal Revenue Code as of the date of death with interest to date of death. No annuity option. Paid in addition to other statutory death benefits as either employee or retiree.
- ***Death Benefits After Payout Begins:*** Lump sum or rollover of remaining account balance to a qualified plan as defined by the Internal Revenue Code as of date of death with interest to date of death; continuation of payout to named beneficiary. Paid in addition to other statutory death benefits as either employee or retiree.
- ***Disability Retirement while in DROP:*** Retired on disability as if the employee never entered DROP. Full FAE (current earnings) used to compute payment. DROP account balance forfeited.
- ***Statements:*** Annual statements as of the year ending December 31.