

Memorandum of Agreement

Between



And

**Fraternal Order of Police
Anne Arundel County Lodge #106 Inc.**



July 1, 2023 - June 30, 2024

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**Memorandum Of Agreement
Between
Anne Arundel County
(Maryland)
and the
Fraternal Order of Police
Anne Arundel County Lodge #106 Inc.**

This Memorandum of Agreement is made and entered into by Anne Arundel County, Maryland (hereinafter referred to as County) and the Fraternal Order of Police Anne Arundel County Lodge #106 Inc. (hereinafter referred to as Lodge) to establish wages, hours and conditions of employment.

Preamble

County and Lodge 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 Lodge agree as follows:

**Article 1
Recognition and Unit**

Section 1.1 – Recognition

County recognizes Lodge 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, Deputy Sheriff Corporal, Deputy Sheriff II (Sergeant) or Deputy Sheriff III (Lieutenant).

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).

- (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 Lodge. Should County and Lodge 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) Unless the employee is re-hired in accordance with the provisions of Section B-12 of the Employee Relations Manual, is certified as a police officer or deputy sheriff and has previously successfully served his or her probationary period, an employee who is hired, re-hired, transferred, or promoted into the classification of Deputy Sheriff and is not a lateral-entry Deputy Sheriff, shall be considered “probationary” until he or she has been fully certified as a Deputy Sheriff by the Maryland Police Training Commission and has successfully served twelve (12) months as a Deputy Sheriff from the date of completion of the entry-level academy, re-hire, promotion, or transfer.
- (b) For employees hired as lateral-entry Deputy Sheriffs, unless the employee is re-hired in accordance with the provisions of Section B-12 of the Employee Relations Manual, is certified as a police officer and has previously served his or her probationary period, an employee who is hired, re-hired, transferred, or promoted into the classification of Deputy Sheriff and is a lateral-entry deputy shall be considered “probationary” until he or she has been fully certified as a Police Officer by the Maryland Police Training Commission and has successfully served twelve (12) months as a Deputy Sheriff from the date of hire, re-hire, promotion, or transfer.
- (c) 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.
- (d) 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 provided there is a vacancy in the classification of Deputy Sheriff. However, an employee may be terminated for disciplinary reasons or if the employee can no longer meet the qualifications of a Deputy Sheriff.

An employee who fails to satisfactorily perform the duties of Deputy Sheriff III during the twelve (12) month period immediately following promotion to the Deputy Sheriff III classification, shall, at the employee’s option, be allowed to return to the classification of Deputy Sheriff II provided there is a vacancy in the classification of Deputy Sheriff II. However, an employee may be terminated for disciplinary reasons or if the employee can no longer meet the qualifications of a Deputy Sheriff II.

Article 2 **Non-Discrimination**

Section 2.1 – Non-Discrimination

County and Lodge 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. Lodge 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

Lodge 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 Lodge 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

Lodge 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 Lodge from obtaining judicial restraint and damages in the event of a violation of this Article.

Article 5

Maintenance of Membership

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 on a monthly basis.

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.

Section 5.3 – Limitation to Payroll Deductions

Provided that the Lodge is not decertified (pursuant to 6-4-109 of the County Code) as the exclusive representative for employees covered by this Agreement, payroll deductions shall not be made for any organization (other than the Lodge) that purports to act for such employees with regard to wages, hours and other terms and conditions of employment.

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 Lodge 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 Lodge 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 Lodge 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 Lodge 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 – Lodge Representation

An employee shall have the right to select a Lodge Representative for the purpose of a grievance meeting. The Lodge Representative shall have the right to leave his/her job during working hours for the purpose of attending scheduled grievance meetings. The Lodge Representative 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 Lodge 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 Lodge), 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 Lodge), Lodge 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 Lodge 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 Lodge 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 Lodge may sequester any witness during any grievance meeting.

Article 7
Discipline and Discharge

Section 7.1 – Employee Disciplinary Procedures

The County may, as provided for in other Articles of this Agreement, discipline employees for just cause, as required. Employees have the right to request Union representation at all meetings with management in which disciplinary action to the employee may result.

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 applicable State law.

Employees shall be given a copy of any notice or report of disciplinary action that is placed in the employee's personnel file. Failure to comply with this provision shall not in any way affect the discipline issued and shall not be grounds for removing the discipline from the employee's file.

Copies of disciplinary actions taken by County against a member of the bargaining unit shall be provided in a timely fashion to the affected employee and the Union President.

Article 8
Seniority

Section 8.1 – Definition

As used in this Agreement, the term "seniority" shall mean an employee's length of continuous sworn service as an Anne Arundel County Deputy Sheriff. Service with other County Offices shall not be credited toward service as a Deputy Sheriff, Deputy Sheriff Corporal, Deputy Sheriff II or Deputy Sheriff III. 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

In the event there is a vacancy for a permanent position in the classification of Deputy Sheriff, Deputy Sheriff II, or Deputy Sheriff III, it 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 members of the Bargaining Unit 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 Sheriff's Office 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) Employees who are recalled to work shall have seven (7) calendar days from the receipt of said notification, in which to notify the County of their intention to return to work. They shall return to work within twenty (20) days of said receipt of notification or they will forfeit their seniority.
- (k) 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.
- (l) 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, 2023, employees covered by this Agreement shall be placed on Pay Schedule A of Appendix I at his/her same grade and step as of June 30, 2023, not to exceed the maximum step for the grade. Pay Schedule A represents an increase of five percent (5%) to each step of the previous Pay Schedule.
- (b) The Deputy Sheriff Corporal position: (i) is a non-competitive promotion; (ii) requires two (2) continuous years of experience as an Anne Arundel County Deputy Sheriff; (iii) requires an overall satisfactory on the employee's last Performance Planning and Appraisal Report; and (iv) requires successfully passing a written proficiency examination. Employees who have successfully completed all necessary requirements will be promoted to Deputy Sheriff Corporal and shall receive a promotional increase of four percent (4%) by moving to the same step on the Deputy Sheriff Corporal Scale as the employee was on the Deputy Sheriff scale.
- (c) The steps (base pay) for Deputy Sheriff Corporal shall be four percent (4%) higher than the corresponding steps (base pay) on the Deputy Sheriff pay scale as provided in Pay Schedule A. Provided all required approvals have been obtained, the effective date for proficiency advancements to the rank of Deputy Sheriff Corporal shall be the first full pay period after all criteria stated in this Section are met.
- (d) A Deputy Sheriff or Deputy Sheriff Corporal who is promoted to the rank of Deputy Sheriff II (Sergeant) shall receive a promotional increase by moving to a step on the appropriate Pay Schedule that provides an increase of at least seven and one half percent

(7.5%). A Deputy Sheriff II who is promoted to the rank of Deputy Sheriff III (Lieutenant) shall receive a promotional increase by moving to a step on the appropriate Pay Schedule that provides an increase of at least seven and one half percent (7.5%).

Section 9.6 – Progression through the Pay Schedule

- (a) For Fiscal Year 2024, employees shall receive a three percent (3%) merit/step pay advancement on the employee's anniversary date for an overall rating of satisfactory on the employee's Performance Planning and Appraisal Report, not to exceed the maximum step for the grade, effective the first full pay period on or after the employee's anniversary date.

For Fiscal Year 2024, employees at the maximum pay for the grade who receive an overall satisfactory performance evaluation shall receive a lump sum payment of \$2,000. Lump sum amounts are not added to an employee's base pay.

Effective July 12, 2007, except for (b) below, a current employee's anniversary date for the purpose of merit/step 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. Except for (b) below, an employee hired into a classified position on or after July 12, 2007 will retain his/her hire date as his/her anniversary date for the purpose of pay advancements in this section.

- (b) An employee's anniversary date for the purpose of merit/step pay advancements will change if the employee receives an overall rating of unsatisfactory. Such employee shall not receive a merit/step 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.

However, a second ninety (90) day review will be conducted if an employee fails to improve to a satisfactory level of performance. At the discretion of the 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 merit/step pay advancement on the anniversary of the date on which he/she was rated satisfactory.

- (c) An employee who has been injured in the line of duty as determined by the Sheriff or his/her designee shall have the eight month service requirement for a performance review waived for the period that the employee was absent from duty because of the line of duty injury. The employee's anniversary date for future pay advancements is not affected and remains the same.

Section 9.7 – Shift Differential Pay

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

Section 9.8 – 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 employee's regular rate of pay 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

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

Section 9.10 – 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. Employees may accrue no more than two hundred and forty (240) hours of compensatory leave credit (representing one hundred and sixty (160) hours of overtime work). Upon attaining a balance in excess of two hundred and forty (240) hours of compensatory leave credit, an employee shall receive overtime pay for all additional overtime hours until his/her compensatory leave credit balance falls below two hundred and forty (240) hours. 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.

During the term of this Agreement, Deputy Sheriffs and Deputy Sheriff Corporals may elect one of the following options 1) a payout of all unused accrued compensatory leave on an annual basis, or 2) to roll over up to two hundred forty (240) hours of unused accrued compensatory leave (representing one hundred and sixty (160) overtime hours worked) with the remaining unused accrued compensatory leave paid out on an annual basis.

Deputy Sheriff II and Deputy Sheriff III may elect one of the following options: 1) a payout of all unused accrued compensatory leave on an annual basis, or 2) to roll over up to one hundred five (105) hours of unused accrued compensatory leave (representing seventy (70) overtime hours worked) with the remaining unused accrued compensatory leave paid out on an annual basis.

An employee who elects payout may choose to directly deposit that payout into the employee's existing Deferred Compensation account.

Pursuant to the election above, unused compensatory leave shall be paid out effective the last pay period of the fiscal year.

Section 9.11 – 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.

Section 9.12 – On-Call Pay

Employees who are required to be on On-Call status shall provide the appropriate Sheriff personnel with phone contact information. Deputy Sheriffs and Deputy Sheriff Corporals shall receive twenty-five dollars (\$25.00) and Deputy Sheriff II and III’s shall receive forty dollars (\$40.00) for each twenty-four (24) hours or portion thereof that they are required to be on On-Call, in addition to the hours actually worked, if called in while off duty and on On-Call status.

Section 9.13 – Deputy Sheriff and Deputy Sheriff Corporal Retention Bonus

In each year of this agreement, a Deputy Sheriff or Deputy Sheriff Corporal with the following years of consecutive service in the Sheriff’s Office, as of the first day of the first pay period on or after July 1, 2022 shall receive the following retention bonus processed 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 9.14 – Individual Work Schedules

In the event of a permanent shift change or position transfer, employees will be provided with no less than seventy-two (72) hours’ notice prior to the effective date of the transfer, except when unusual operational needs necessitate less notice or if the employee and the Department waive the 72-hour requirement.

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:

Deputy Sheriff, Deputy Sheriff Corporal and Deputy Sheriff II:

<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)

Deputy Sheriff III:

<u>Years of Continuous Service</u>	<u>Accrual Per Calendar Month</u>
0 but less than 3	1.08 (13 days per year)
3 but less than 15	1.67 (20 days per year)
15 years or more	2.17 (26 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.

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 sixteen (16) days of paid annual leave in lieu of the holidays listed in §6-1-301 of the County Code.

- (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 Office Policies and Procedures. Any proposed changes to the Sheriff's Office annual leave requests policies and procedures shall be discussed with the union prior to implementation.

- (f) 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 will reflect the total amount of annual leave (including hours for the 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.

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.
- (c) Employees may accrue paid administrative leave for non-use of disability leave as defined in this section in accordance with the following formula:

An employee with no use of disability leave from July 1 through December 31 shall be entitled to one (1) day of paid administrative leave.

An employee with no use of disability leave from January 1 through June 30 shall be entitled to one (1) day of paid administrative leave.

The accrued paid administrative leave days detailed above shall be used within one (1) year following the accrual and in accordance with procedures governing miscellaneous leave as detailed in §6-1-305 of the County Code.

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

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. 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 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 be paid three (3) hours at the employee's regular rate or the number of actual hours worked at the overtime rate, whichever is greater, but in no event shall the amount of pay under this section be less than three (3) hours at the employee's regular rate of 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) Should a Deputy Sheriff or Deputy Sheriff Corporal require additional time other than

provided in paragraph (a) above, the employee may request the additional time from the Sheriff who may grant such additional time to be charged against the employee's annual leave time or as a leave of absence without pay.

- (c) A Deputy Sheriff II or Deputy Sheriff III 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.
- (d) Upon County's request, an employee shall furnish proof of death and relationship.

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

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

When the County delays opening of offices on a business day for emergency reasons, an employee who (1) is already scheduled to work, (2) is designated an emergency employee to provide essential services to County citizens, and (3) actually works his or her regular shift with the majority of hours worked between 6:00 a.m. and 11:00 p.m. on that same calendar day is entitled to administrative leave with pay on an alternate work day in the amount of the hours that the County delayed opening, in addition to straight time wages for hours worked.

When the County closes offices early on a business day for emergency reasons, an employee who (1) is already scheduled to work, (2) is designated an emergency employee to provide essential services to County citizens, and (3) actually works his or her regular shift with the majority of hours worked between 6:00 a.m. and 11:00 p.m. on that same calendar day is entitled to administrative leave with pay on an alternate work day in the amount of the hours that the County closed early, in addition to straight time wages for hours worked.

When the County closes for one full business day for emergency reasons, an employee who (1) is already scheduled to work, (2) is designated an emergency employee to provide essential services to County citizens, and (3) actually works eight (8) hours of their regular shift with the majority of hours worked between 6:00 a.m. and 11:00 p.m. on that same calendar day is entitled to eight (8) hours of administrative leave with pay on an alternate work day in addition to

straight time wages for hours worked.

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 – Personal Leave

Beginning January 5, 2012, employees shall receive one (1) personal leave day each calendar year at his/her regular rate of pay. Personal Leave shall be schedule by mutual agreement of the immediate supervisor and the employee. Personal leave may not be scheduled at a time that would cause overtime to be paid. Personal leave may not be accumulated and will be forfeited if not used by the end of the pay period calendar year.

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. The employee contribution to the pension fund will be 6.75% of the participant's 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 11.2 – Survivor Benefit Option

Joint and survivor pop-up option

- (a) Under the joint and survivor pop-up option, a participant may designate one joint annuitant, either a spouse or a child. Pension benefits shall be paid as follows:
 - (i) pension benefits in an amount determined to be actuarially equivalent to the modified cash refund annuity, without regard to any guarantee of accumulated contributions, shall be paid to the participant during the participant's lifetime; and
 - (ii) at the participant's death, 100% of pension benefits payable to the participant, or 80%, 66 2/3% or 50% of that amount, as elected by the participant, shall be paid to the joint annuitant during the joint annuitant's lifetime.
- (b) If the joint annuitant predeceases the participant, the pension benefits payable to the participant shall be adjusted, as of the first day of the month coinciding with or next following the death of the joint annuitant, to the same amount as would have been payable to the participant if the joint and survivor pop-up option had not been elected.
- (c) At the cessation of benefit payments under this subsection, if a total of 60 payments have not been made, benefit payments in the amount payable shall be continued and paid until a total of 60 payments have been made to the beneficiary or, if there is no living beneficiary, to the participant's estate.

Section 11.3 – Deferred Retirement Option Program (DROP)

The County shall provide a Deferred Retirement Option Program (DROP) in accordance with Article 5, Title 1 of the County Code. The first three (3) years will be at the discretion of the employee; the second three (3) years will be at the discretion of the employee and the Sheriff.

Employees covered by this Agreement will receive an interest rate of .34745% which provides an effective annual yield of 4.25% for all six (6) years of the DROP. The decision to participate in the last three (3) years of the DROP program will be at the discretion of the Sheriff. The Sheriff's decision is final and binding and is not subject to the grievance process.

The County agrees to introduce and support legislation to remove the reduction in benefit for DROP participants reemployed by the County.

Section 11.4 – 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.

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 their spouse is a County employee and is covered under the County's health insurance plan.
- (c) Union recognizes and acknowledges County's rights to consolidate employee groups into a single, unitary health insurance group.

Section 11.5 – 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 \$15,000.

Section 11.6 – 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 3, Title 11,

entitled "Self-Insurance Fund Committee," of the Anne Arundel County Code; and the policies, rules, and regulations of the Self-Insurance Fund Committee.

Section 11.7 – 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.

Section 11.8 – Employees Injured in Line of Duty

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.

Article 12
Allowances

Section 12.1 – Uniform and Equipment Issue

The list of uniforms and equipment issued to employees is provided 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, where applicable:

- 1 – Uniform Class A Dress Blouse
- 1 – All Season Jacket
- 1 – Winter Hat (Stetson)
- 1 – Cold Weather Beanie
- 1 – Universal Hat Cover
- 5 – Short Sleeve Dress Shirts
- 5 – Long Sleeve Dress Shirts
- 5 – All Season Trousers
- 2 – Ties
- 2 – Badges for Uniform Wear
- 1 – Sam or Sally Brown Belt and Associated Gear
- 1 – Gun Belt
- 1 – Garrison Belt
- 1 – Approved Duty Firearm
- 1 – Box of Approved Duty Ammunition
- 1 – Body Armor Vest with Cover
- 1 – Set of Handcuffs
- 1 – Rechargeable Flashlight with A/C capability

- 1 – Flashlight Pouch/Holder for Gun Belt
- 2 – Sets of Collar Pins
- 1 – Tie-Tac Pin
- 1 – Radio Pouch/Holder
- 1 – A/C Charger for Portable Radio
- 3 – Turtlenecks
- 1 – Pair of Boots

Section 12.2 – Cleaning Allowance

For Fiscal Year 2016 and beyond, this allowance has been reallocated to support the funding of the Pay Schedule adopted January 1, 2016 and the placement of employees on that schedule.

Section 12.3 – Weapons Allowance

For Fiscal Year 2016 and beyond, this allowance has been reallocated to support the funding of the Pay Schedule adopted January 1, 2016 and the placement of employees on that schedule.

Section 12.4 – Physical Fitness Award

On an annual basis (not more than once in a Fiscal Year), an employee who successfully completes the physical fitness test, shall receive a Physical Fitness Award of nine hundred dollars (\$900) for Level 1 achievement; six hundred dollars (\$600) for Level 2 achievement; or three hundred dollars (\$300) for Level 3 achievement in accordance with the Sheriff Office Policies and Procedures. The physical fitness test shall consist of 3 components: 1 Mile Run, Push-Ups, and Sit-Ups. This award shall be issued in a separate check.

Section 12.5 – Field Training Officer

Employees in the classification of Deputy Sheriff or Deputy Sheriff Corporal who are identified by the Sheriff and assigned the position of Field Training Officer or In-Service Training Instructor shall receive twenty-five dollars (\$25) per day in addition to regular pay for each day they are assigned to training for at least two (2) hours. Field Training Officers must have worked at least one (1) year in the field in which they are training and meet the standards and requirements as set forth by the Sheriff for Field Training Officer.

Article 13

Union Business and Miscellaneous Provisions

Section 13.1 – Union Negotiations

Up to four (4) employees designated by Lodge shall be granted leave with pay for meetings at times mutually agreed to by County and Lodge for the purpose of negotiating a successor agreement to this Agreement.

Section 13.2 – Union Business Leave

The County shall grant up to an aggregate maximum of two hundred and forty (240) hours of leave with pay each year of this Agreement 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 Office. Employees shall be granted leave for the following union related activities: to attend job steward trainings; State, national and/or local union conferences; special regional, union Council, or union local meetings; and in preparation for negotiations or labor/management meetings. An official request shall be made

and approved in advance, in writing on the County's Union Leave Application Form, signed by the Lodge President (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. Lodge leave may not be used for a purpose that is personal in nature, granted for non-work hours, for political purposes or activities, for fundraising events, 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.

Section 13.3 – Union Visitation

With the permission of the Sheriff or his/her designee, representatives of the Fraternal Order of Police Lodge 106 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 Sheriff's Office.

Section 13.4 – Meeting Space Availability

The County agrees to provide the Lodge with a meeting space on an as need basis for the purpose of conferring with Stewards and/or employees regarding personnel issues and grievances. The union shall provide reasonable notice to the County of the need for said meeting space. To the extent possible, the space provided will be private.

Section 13.5 – Union Bulletin Board

The County agrees to provide a bulletin board for the purpose of allowing the Lodge to inform its membership of official Lodge business, Lodge meetings, Lodge recreational, social affairs and other events. All bulletin board postings shall be signed by an officer of the Lodge. Copies of all such postings shall be submitted to the Sheriff prior to posting. Postings shall not violate those criteria generally applicable to the posting of notices on County property.

Article 14

County Personnel Practices

Section 14.1 – Personnel Regulations

The employees covered hereunder shall comply with all rules, regulations, policies, procedures and operating bulletins of the County, the Office and the Bureau and any amendments thereto.

Should the County, the Office, or the Bureau amend or modify any of the aforesaid rules, regulations, policies, or procedures, a courtesy copy of any such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be mailed or delivered to the Union (or the Union's employee representative within the Sheriff's Office) at least ten (10) business days prior to implementation. Nothing herein shall restrict the County, the Office or the Bureau from implementing any new (or amended) rule, regulation, policy, procedure, or operating bulletin prior to the expiration of ten (10) business days if operational necessity requires such earlier implementation.

No disciplinary action will be taken for a violation of a new (or amended) rule, regulation, policy, procedure, or operating bulletin until the passage of at least forty-eight (48) hours after dissemination to the employees. For the purpose of this Article, dissemination of such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be via electronic mail,

telecommunication, station briefing, bulletin board posting, personal distribution, or any other appropriate means.

Section 14.2 – Employee Disciplinary Procedures

The County may, as provided for in other Articles of this Agreement, discipline employees for just cause, as required. Employees have the right to request Union representation at all meetings with management in which disciplinary action to the employee may result.

Employees shall be given a copy of any notice or report of disciplinary action that is placed in the employee's personnel file. Failure to comply with this provision shall not in any way affect the discipline issued and shall not be grounds for removing the discipline from the employee's file.

Section 14.3 – Personnel File

Employees shall be allowed to review their own County Personnel files upon written advance notice to the Personnel Officer. Upon request, a copy of said Personnel file shall be provided to the employee at the employee's expense. Employees may answer any document or memo placed in the employee's personnel file by submitting a written answer to the Personnel Officer who shall place the answer with the referenced document or memo.

Section 14.4 – Copies of Agreement

The County agrees that it shall incorporate all prior memoranda of settlement and the Memorandum of Agreement into a single collective bargaining agreement, and that it will print copies, within sixty (60) days, after ratification by both parties, providing ten (10) copies to the Union. The County 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.

Section 14.5 – Emergency Suspension

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

No official hearing, except a suspension hearing, shall be held on any charges that relate to conduct which is also the subject of a criminal proceeding until such time as criminal charges are disposed of prior to any appeal except an appeal de novo to a Maryland Circuit Court.

If a member under investigation for any reason is passed over for promotion solely because of a pending investigation and is then cleared, the Sheriff shall consider the individual for promotion for the next available vacancy.

Section 14.6 – Employees Injured in Line of Duty (Uniformed Officers)

Employees in the bargaining unit shall continue to be included in the definition of “Uniformed Officer” for the purposes of §6-1-312 of the County Code that was in effect at the signing of this Agreement.

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.

Section 14.7 – Reimbursement to County

Any employee who withdraws from the certification procedures required by the Public Safety Article, Title 3, Subtitle 2 (Police Training and Standards Commission), Section 3-209 of the Annotated Code of Maryland (or as it may hereafter be amended), or who fails to complete one (1) year of service with the Sheriff’s Office after certification, shall reimburse the County for the cost of any training provided, as well as for the cost of any clothing or equipment issued by the Sheriff’s Office.

An employee who withdraws from the certification procedures, or who fails to complete one (1) year of service after certification, shall not be required to make reimbursement under this Section if their withdrawal or failure was the direct result of the employee’s serious injury or death, or the terminal illness or death of the employee’s spouse or child.

The Sheriff’s Office shall be required to evidence the amount of any reimbursement demanded under this Section. Should an employee of whom reimbursement is demanded contest the evidence on which reimbursement is based, such dispute shall constitute a grievance under this Agreement and shall be processed according to the Grievance Procedure of this Agreement.

This Section shall apply only to employees hired on or after July 1, 1993.

Article 15
Duration of Agreement

Section 15.1 – Effective Period

This Agreement shall become effective as of July 1, 2023 and shall continue in full force and effect until June 30, 2024.

Section 15.2 – 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 Lodge) by their duly authorized officers and representatives, after negotiations mutually agreed to by County and Lodge.

Section 15.3 – 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 15.4 – 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 Lodge).

Section 15.5 – Wage Re-Opener

The County Administration agrees to include funding in its proposed Fiscal Year 2024 budget for all provisions contained in this 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 Fiscal Year 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).

Appendix I

Fiscal Year 2024

Pay Schedule A

	Deputy Sheriff	Deputy Sheriff Corporal	Sergeant	Lieutenant
Step 1	\$ 54,420			
Step 2	\$ 56,054	\$ 58,295		
Step 3	\$ 57,735	\$ 60,043		
Step 4	\$ 59,467	\$ 61,846		
Step 5	\$ 61,252	\$ 63,702	Step 5 \$ 74,004	\$ 77,703
Step 6	\$ 63,088	\$ 65,612	Step 6 \$ 76,224	\$ 80,035
Step 7	\$ 64,981	\$ 67,580	Step 7 \$ 78,511	\$ 82,436
Step 8	\$ 66,931	\$ 69,608	Step 8 \$ 80,865	\$ 84,907
Step 9	\$ 68,939	\$ 71,696	Step 9 \$ 83,292	\$ 87,457
Step 10	\$ 71,007	\$ 73,848	Step 10 \$ 85,789	\$ 90,080
Step 11	\$ 73,137	\$ 76,063	Step 11 \$ 88,363	\$ 92,781
Step 12	\$ 75,330	\$ 78,345	Step 12 \$ 91,014	\$ 95,565
Step 13	\$ 77,592	\$ 80,695	Step 13 \$ 93,745	\$ 98,432
Step 14	\$ 79,920	\$ 83,116	Step 14 \$ 96,557	\$ 101,385
Step 15	\$ 82,316	\$ 85,609	Step 15 \$ 99,455	\$ 104,427
Step 16	\$ 84,786	\$ 88,177	Step 16 \$ 102,437	\$ 107,560
Step 17	\$ 87,331	\$ 90,823	Step 17 \$ 105,510	\$ 110,786
Step 18	\$ 89,949	\$ 93,548	Step 18 \$ 108,675	\$ 114,109
Step 19	\$ 92,648	\$ 96,353	Step 19 \$ 111,935	\$ 117,533
Step 20	\$ 95,427	\$ 99,244	Step 20 \$ 115,294	\$ 121,060
			Step 21 \$ 118,754	\$ 124,691

*Pay Schedule A is effective the first full pay period
on or after July 1, 2023

Appendix II

Deferred Retirement Option Program (DROP) Sheriff's Sergeants

Policy Objectives: Retention of experienced 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 1), 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. Participants must have the approval of the Appointing Authority to extend the DROP participation period beyond the initial three (3) year term and to continue employment with the County.
- **Entry Requirements:** No more than four employees may begin participating in the DROP as of the first day of any month
- **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. An employee may also be responsible for repayment of any missed pension contributions and interest that would have been made had an employee not entered the DROP and continued accruing benefits in the pension plan. 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 DROP participation. 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:*** 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. Survivor benefits are payable based on election at the time of DROP entry in addition any lump sum payments.
 - ***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. Amount of the benefit is reduced by any missed contributions not made during DROP participation. Full FAE (current earnings) used to compute payment. DROP account balance forfeited.
 - ***Statements:*** Annual statements as of the year ending December 31.