

**Memorandum Of Agreement**

**Between**

**Anne Arundel County  
(Maryland)**



**And**

**Local 582**

**Of The**

**American Federation Of State, County And Municipal Employees  
AFL-CIO  
(Affiliated With Maryland Public Employees Council 67)**

**July 1, 2023 – June 30, 2024**

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Between  
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And  
Local 582  
Of The  
American Federation Of State, County And Municipal Employees  
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(Affiliated with Maryland Public Employees' Council 67)**

This Memorandum of Agreement is made and entered into by Anne Arundel County, Maryland (hereinafter referred to as County) and Local 582 of the American Federation of State, County and Municipal Employees, AFL-CIO, affiliated with the Maryland Public Employees' Council 67 (hereinafter referred to as Union).

**Witnesseth**

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

**Article 1  
Recognition and Unit**

**Section 1.1 – Recognition**

County recognizes Union as the exclusive representative of the employees listed in Section 1.2 of this Article for the purpose of collective negotiations regarding wages, hours, and other terms and conditions of employment.

**Section 1.2 – Unit Description**

- (a) **Current Classifications.** The terms “employee” and “employees” shall refer to all permanent, i.e., “non-probationary”, employees occupying the classifications listed in Appendix I of this Agreement.

The terms “employee” and “employees” shall not include temporary employees and employees employed in any other classification(s) than those listed in Appendix I of this Agreement.

- (b) **Re-Titled or Additional Classifications.** In the event(s) that the classifications referenced in Section 1.2(a) are 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) of this Agreement, such classification(s) shall be included in this Article upon the mutual agreement of County and Union. Should County and Union be unable to agree as to the inclusion or exclusion of any such re-titled or additional classification(s), the determination of such inclusion or exclusion shall be resolved in accord with the procedure set forth in §6-4-

107(e) of the County Code and subject to the provisions of §6-4-107(d) of the County Code.

**Section 1.3 – Probationary Employees**

- (a) All new or re-hired employees shall be considered probationary employees for six (6) months. Moreover, at the order of the Personnel Officer, the probationary period may be extended by one (1) additional six (6) month period (thereby allowing for a maximum probationary period of twelve (12) months).
- (b) The discharge of a probationary employee shall not be subject to Article 6 (Grievance Procedure) of this Agreement, except that a probationary employee may grieve his/her discharge on the basis that such discharge is in violation of Article 2 (Non-Discrimination) of this Agreement.

**Article 2**  
**Non-Discrimination**

**Section 2.1 – Non-Discrimination**

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

**Article 3**  
**Management Functions**

**Section 3.1 – Management Functions**

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

All management functions and rights including, but not limited to, those set forth in §6-4-106 of the County Code are hereby retained and vested exclusively in County, except as expressly restricted by a specific provision of this Agreement.

**Article 4**  
**No Strikes or Lockouts**

**Section 4.1 – No Strikes or Lockouts**

During the duration of this Agreement, neither Union nor its agents or any employee will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, “sick-out” or any other interference with the work and statutory functions or obligations of County. During the duration of this Agreement, neither County nor its agents will authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

**Section 4.2 – Union Responsibility**

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

**Section 4.3 – Judicial Relief**

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

**Article 5**

**Maintenance of Membership and Dues Deduction**

**Section 5.1 – Payroll Deduction Authorization**

For those employees who properly execute payroll deduction authorization cards, the County agrees to deduct from each pay check the regular Union dues, P.E.O.P.L.E. deductions, or other Union endorsed deductions authorized by the employee in the amount certified to the County by the Union. Such withholdings are to be transmitted via electronic transfer upon successful enrollment with the County's ACH service provider, Paymode-X. If the Comptroller of AFSCME Council 67 fails to enroll in Paymode-X, the ACH payment will not occur. All funds will be transferred to the account authorized by the Comptroller of AFSCME Council 67, no later than the 15<sup>th</sup> day following the first day of the succeeding month. The Union will notify the Employer at least 30 days prior to any change in such dues or fees.

Membership lists and bargaining unit lists, including employees name, classification, pay grade, and rate of pay shall be remitted monthly via email, in excel format, to an email authorized by the Comptroller of AFSCME Council 67.

Payroll deduction authorization for regular Union dues shall be irrevocable for a period of one (1) year from the date thereof, and shall automatically renew itself for successive twelve (12) month periods unless revoked in writing to both the Union and the County during the fifteen (15) calendar day period prior to the anniversary date of said authorization.

**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. Union assumes full responsibility for the disposition of the funds deducted under Section 5.1 of this Article as soon as they have been remitted by County to the Maryland Public Employees' Council 67.

**Article 6**

**Grievance Procedure**

**Section 6.1 – Definition of Grievance**

A grievance is a difference or dispute between an employee and County or between the Union and the County regarding the meaning, interpretation or application of the express terms of the Agreement; or an alleged violation of the County Charter, County Code or other law regarding employment applicable to this Agreement.

## **Section 6.2 – Grievance Procedure**

A grievance must be initiated 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 should have reasonably gained knowledge of such event. Grievances dealing with individual paycheck issues must be initiated within twenty (20) work days following the date of the first paycheck received by the employee which included or did not include the pay change that is the subject of the grievance.

Grievances shall be processed as follows:

### **Step I**

#### **Notice to Immediate Supervisor**

The grievant, along with his/her Union Steward if the grievant is an employee, shall discuss the grievance with the grieving employee's most immediate non-unit Supervisor (i.e., the first Supervisor not included in the bargaining unit covered by this Agreement), provided that the grieving employee completes and signs a Step I Grievance Documentation Form (contained in this Agreement as Appendix II) and delivers said form to the Supervisor within the appropriate initiation period provided above. Thereafter, the Supervisor shall attempt to resolve the grievance and shall orally respond to the grievance within five (5) work days after the documented discussion at Step I.

### **Step II**

#### **Written Grievance to Department Head**

If the grievance is not resolved at Step I, a written grievance shall be filed with the Department Head, provided that such written grievance is received by the Department Head (or his/her designated representative) within ten (10) work days after the grievant's receipt of the Step I oral answer.

The grievant shall be responsible for documenting the timely receipt of his/her written grievance at Step II.

The Step II written grievance must be signed by the grievant, and must be accompanied by a copy of the Step I Grievance Documentation Form that is contained in this Agreement as Appendix II.

Within ten (10) work days after receipt of the written grievance, the Department Head (or his/her designated representative) shall hold a meeting with the grievant, his/her Union steward if the grievant is an employee and the Local Union President (or his/her designated representative). In the event that no resolution of the written grievance is reached during such meeting, the Department Head (or his/her designated representative) shall issue a written answer to the written grievance within ten (10) work days after the Step II meeting.

Upon the mutual agreement of County and Union, the Step II meeting may be waived. In such event, the Department Head (or his/her designated representative) shall issue a written answer to the written grievance within ten (10) work days after the mutual agreement to waive the Step II meeting.

The Step II written answer of the Department Head (or his/her designated representative) shall be either mailed by U.S. Certified Mail to the grieving employee's home address of record as identified in the County Personnel System, or emailed to the grieving employee's County email



address, if one has been assigned, or delivered in-person to the employee. If the grievant is the Union, the Step II written answer shall be mailed to the Union's address of record. In addition, all Step II written answers shall be emailed to the Local Union President and to the Council Representative, if identified by the Union.

### **Step III** **Written Appeal to Personnel Officer**

If the grievance is not resolved at Step II, a written appeal shall be filed with County's Personnel Officer, 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 II written answer.

The grievant shall be responsible for documenting the timely receipt of his/her written appeal at Step III.

Within twenty (20) work days after receipt of the written appeal, County's Personnel Officer (or his/her designated representative) shall hold a meeting with the grievant, the Local Union President (or his/her designated representative) which may include the Council Representative. In the event that no resolution of the written appeal is reached during such meeting, County's Personnel Officer (or his/her designated representative) shall issue a written answer to the written appeal within twenty (20) work days after the Step III meeting.

Upon the mutual agreement of County and Union, the Step III 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 twenty (20) work days after the mutual agreement to waive the Step III meeting.

The Step III written answer of County's Personnel Officer (or his/her designated representative) shall be mailed by U.S. Certified Mail to the appealing employee's home address of record or the Union's address of record if the grievant is the Union. In addition, the Step III written answer shall be emailed to the Local Union President and to the Council Representative.

### **Step IV** **Appeals**

At Step IV of the grievance procedure a grievant may elect to either file a written appeal with the County Personnel Board or proceed to binding arbitration as currently set forth in §6-4-113 of the County Code.

Within ten (10) work days after the grievant's receipt of the County's Step III answer the grievant shall provide the County Personnel Officer with written notice of whether he/she intends to proceed to Step IV of the grievance procedure. The grievant shall have an additional thirty (30) days in which to actually file a written appeal with the County Personnel Board or proceed to binding arbitration in lieu of such an appeal by complying with the procedures currently set forth in §6-4-113 of the County Code.

Upon either filing a written appeal with the Personnel Board or electing binding arbitration, the grievant shall simultaneously provide the County Personnel Officer with written notice of which method of resolution, written appeal or binding arbitration, has been elected.

The grievant shall be responsible for documenting his/her timely filing of a written appeal with the County Personnel Board or initiation of binding arbitration.

If the grievant elects to file a written appeal, the County Personnel Board shall hold a hearing on the written appeal and shall render a final and binding decision on the grievance as soon as possible after the hearing. The Step IV written decision of the County's Personnel Board shall be mailed U.S. Certified Mail to the appealing employee's home address of record or the Union's address of record if the grievant is the Union. In addition, the Step IV written decision shall be mailed by U.S. First Class Mail to the Local Union president and to the Council representative.

If the grievant elects binding arbitration, the arbitration will be conducted in accordance with the procedures currently set forth in §6-4-113 of the County Code.

### **Section 6.3 – Union Stewards**

Union shall have the right to appoint or elect Union Stewards from the employees of County. In no event, however, shall the number of Union Stewards exceed a ratio of one (1) Union Steward per thirty (30) County employees.

Union shall immediately supply County with a list of the Union Stewards appointed under this Section and, thereafter, shall immediately notify County in writing of any changes to such list.

Union Stewards shall have the right to leave their jobs during working hours for the purpose of investigating alleged grievances: (a) that involve the department, section or work area they represent; and (b) that require immediate attention. Union Stewards shall also have the right to leave their jobs during working hours for the purpose of attending scheduled grievance meetings. In any such event, Union Stewards shall first receive permission to leave their jobs from their immediate non-unit Supervisor (i.e., the first Supervisor not included in the bargaining unit covered by this Agreement). Such permission shall not be unreasonably withheld by County; but it shall not be granted at times when it would interfere with the efficient operation of County.

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

### **Section 6.4 – Time Limitations**

No grievance shall be entertained or processed under this Article unless it is submitted within the time limits set forth in Section 6.2. It is understood, however, that County and Union may mutually agree to extend any of the time limits provided in this Article.

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

The term "work days" shall refer to the days Monday through Friday, inclusive. Saturdays, Sundays and holidays (as detailed in Section 12.1(a) of this Agreement) shall not be considered "work days" for any purposes under this Article.

### **Section 6.5 – Written Presentations**

Any written grievance submitted under this Article shall include the exact nature of the grievance; the facts giving rise to the grievance; the specific provisions of the Agreement or applicable law allegedly violated; and the desired corrective action.

### **Section 6.6 – Grievance Meetings**

Grievance meetings conducted under Section 6.2 shall be held at times mutually agreeable to County and Union, provided that, insofar as practicable, such meetings shall be held during scheduled work hours. The grieving employee, appropriate Union representatives and any other employee who County and Union mutually agree is necessary to the resolution of the grievance shall suffer no loss of pay for scheduled work hours lost while attending grievance meetings. Failure of the grievant to appear for any scheduled grievance meetings under Section 6.2 of this Article shall be grounds for dismissal of the grievance, unless the grievant is able to evidence sufficiently extenuating circumstances that prevented his/her appearance at the grievance meeting. In a grievance filed by or on behalf of more than one employee, at least one employee who is party to the grievance must be present at the grievance meeting to prevent dismissal of the grievance as described in this section.

### **Section 6.7 – Order of Presentation**

It is the intent of the parties that grievances be resolved in an informal manner at the lowest step possible. However, in the event a hearing pursuant to Section 6.2 becomes necessary, the County shall present evidence first if the grievance is based on discipline or discharge. In all other cases, in which a grievant alleges a breach of the Memorandum of Agreement other than a breach relating to discipline or discharge, the Union shall present evidence first.

## **Article 7** **Discipline and Discharge**

### **Section 7.1 – Discipline**

Disciplinary actions for “just cause” shall be limited to oral reprimands, written reprimands, suspension, demotion and discharge.

Any employee who reasonably believes that an interview or meeting with supervisory personnel is deliberately planned or likely to lead to disciplinary action may request the presence of a Shop Steward at any such meeting.

Disciplinary suspensions must commence no later than the end of the next work day after notice of such disciplinary suspension is served.

### **Section 7.2 – Suspension and Discharge**

- (a) No employee, except a probationary employee, shall be discharged without first being suspended from work for a period of not less than five (5) work days. It is specifically understood that this provision requires a five (5) work day suspension immediately prior to discharge (as opposed to a separate five (5) work day suspension as a requirement of progressive discipline).

Employees who have been suspended pending discharge shall have a pre-discharge hearing conducted by their Department Head (or his/her designated representative). 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 suspended employee.

The results of the pre-discharge hearing shall be mailed by U.S. Certified Mail to the suspended employee's home address of record. In addition, the results of the pre-discharge hearing shall be emailed to the Local Union President and the Council Representative.

- (b) Written notice of disciplinary suspension shall be furnished in a timely fashion to the affected employee, the Local Union President and the Council Representative.
- (c) Any grievance regarding disciplinary suspension or discharge may be submitted directly to Step II of the grievance procedure, provided that it is raised within ten (10) work days of receipt of the written notice of disciplinary suspension or discharge. Such grievances shall thereafter be processed in accord with the procedures set forth in Article 6 (Grievance Procedure) of the Agreement.

If the affected employee, Union, Department Head and County Personnel Officer are all in agreement, grievances involving discharge may be submitted directly to Step III of the grievance procedure, provided that such grievances are raised within ten (10) work days of receipt of the written notice of discharge. Such grievances shall thereafter be processed in accord with the procedures set forth in Article 6 (Grievance Procedure) of this Agreement.

## **Article 8** **Seniority**

### **Section 8.1 – Definition**

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

### **Section 8.2 – Termination of Seniority**

An employee's seniority shall be terminated for the following reasons: (a) discharge for just cause, voluntary resignation or retirement; (b) failure to return to work within seven (7) consecutive scheduled work days after due notification of recall from layoff by County; and (c) layoff in excess of twenty-four (24) consecutive months since the employee's last day worked for County or a period exceeding the length of the employee's seniority, whichever is less.

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 – Seniority Roster**

County shall maintain and furnish AFSCME Council 67 and Local 582 with a seniority roster with addresses on a quarterly basis, noting date of hire and job classification. County also shall furnish a list of new hires at least every five months.

#### **Section 8.4 – Vacancies/Eligibility Lists**

- (a) Vacancies shall be filled in accordance with §6-1-106 of the Anne Arundel County Code and Section B-1 of the Employee Relations Manual.
- (b) In the event there is a vacancy for a permanent position within the bargaining unit for which there is no eligibility list, or in the event County determines that an eligibility list must be established, County will post notice of such event(s) for a period of no less than fourteen (14) calendar days on all bulletin boards referenced in Section 13.2 of the Agreement. Such postings shall also be furnished to the President of the Local Union to which the posting applies.
- (c) Any employee who wishes to be considered for a posting must complete and submit an on-line application through the County's website ([www.aacounty.org](http://www.aacounty.org)) or submit a completed written application, including responses to the appropriate supplemental questions to the County's Office of Personnel during the posting period.
- (d) Any bargaining unit employee may apply for a posting. As it deems appropriate, however, County may also fill a posting from outside the bargaining unit, provided that an outside applicant possesses greater skill and ability than any current employees of County who applied for the posting.
- (e) In determining eligibility and in selecting individuals for a posting, County will consider minimum qualifications and experience, relative qualifications and experience, skills, abilities, any requirements which must be met by an applicant prior to appointment, and work and performance records.
- (f) In order to be selected for a vacancy, a current employee of County must have completed his/her probationary period.

However, an employee who has not completed his/her probationary period shall be allowed to apply for a posting and, if qualified, shall be placed on the eligibility list. An employee so placed on the eligibility list shall not be placed on any certification list or considered for any vacancy until such employee has completed his/her probationary period.

- (g) In order to be selected for a vacancy, a current employee of County must have a Satisfactory Overall Rating on his/her most recent Performance Planning and Appraisal Form.

An employee who has a Unsatisfactory Overall Rating on his/her most recent Performance Planning and Appraisal Form, but who has grieved such appraisal pursuant to Article 6 (Grievance Procedure) of this Agreement, shall be considered for a posting pending the final disposition of his/her grievance.

Employees and probationary employees who have not received a Performance Planning and Appraisal Form that is due shall be deemed to have received a Satisfactory Overall Rating until the overdue Performance Planning and Appraisal is completed.

- (h) The eligibility list for vacancies shall afford employees who are on the priority employment list as defined in Section 8.7 with medical priority placement. Classified employees, contractual employees, and external applicants shall be considered equally

only after the priority employment requirements of Section 8.7 and § 6-1-106 of the County Code are applied.

- (i) If requested by an employee participating in a promotional interview, management may allow the Union President or a mutually agreed upon designee to observe the promotional interview for the employee. Management's decision regarding the union's observance is not subject to the grievance process under this Agreement.

### **Section 8.5 – Transfers**

County shall retain the right to transfer and reassign employees and to select the employee(s) to be transferred and reassigned. A transfer is the competitive or non-competitive administrative movement of an employee to a different classification in the same grade, to a different position with the same classification, or to a position on a different pay scale that has the same level of job responsibility as determined by the Personnel Officer. A reassignment is the non-competitive, intra- or inter-departmental movement of a position and its incumbent from one work location or assignment to another work location or assignment. County shall not transfer employees to avoid the payment of premium pay. Employees who request and are denied an intradepartmental transfer to a vacant position will receive a written explanation for the denial from the employee's Appointing Authority within seven (7) work days from the date of the denial.

In determining who shall be transferred, County shall take the following into consideration: (a) the training, skills and abilities required for the position(s) to be filled; (b) the written request of any employees (within the same classification and department) seeking to voluntarily transfer.

For an involuntary transfer other than 808 (b), (c), (d) or (e), if there are no volunteers to transfer, then reverse seniority (within the same classification and department/bureau) shall prevail when choosing an employee to fill the vacant position; unless, management deems such transfer would result in the inefficient operation of the department/bureau. Final decisions regarding transfers shall be at the discretion of the Appointing Authority or designee.

In the case of an involuntary transfer resulting in an employee's loss of any economic benefit arising from his/her employment with County, Union and County shall discuss the transfer in advance of its implementation.

### **Section 8.6 – Layoff and Recall**

- (a) In the event it becomes necessary to layoff employees for any reason, employees in an affected classification with the least County seniority shall be laid off first. Seniority shall be measured by the length of an employee's continuous service with the County since the employee's last date of hire. The County shall meet and confer with the union prior to implementing any layoffs.
- (b) Any employee who is scheduled to be laid off shall be entitled, by virtue of his or her seniority alone, to displace the most junior employee within the County who occupies the same job classification.
- (c) Any employee who is scheduled to be laid off shall be given notice that he or she is scheduled for layoff at least fifteen (15) days before the action may take effect. The notice shall provide: (i) the date of the layoff; (ii) the reason(s) for the action as it affects the employee's particular department and position; (iii) vacant positions for which the

employee is eligible; (iv) how the employee may exercise his or her rights to further employment.

- (d) In the event of a reduction in force in which any bargaining unit employees are involuntarily transferred to another work location or agency, or by exercise of displacement rights are voluntarily transferred to another work location or agency, seniority shall be a factor considered by the County in making work assignments, work schedules, shift assignments and assigning hours of work.
- (e) Employees who after layoff retain seniority under Section 8.2 shall be entitled to be: (i) recalled to any vacancies in the classification from which they were laid off; or (ii) re-employed in any classification at the same or lower grade for which they are eligible in strict order of seniority. Any recall or re-employment is subject to the employee meeting the requirements of §6-1-109(f) of the County Code.

### **Section 8.7 – Priority Employment**

When an employee is unable to perform his/her duties, because of a mental or physical condition and has exhausted all forms of leave provided in Article 11 (Leaves) of this Agreement, he/she shall be discharged. In such event, the employee shall then be placed on the priority employment eligibility list for any posted Vacancies/Eligibility Lists at the same or lower grade (see Section 8.4 of this Agreement) for which he/she applies and meets the minimum qualifications.

## **Article 9 Hours of Work**

### **Section 9.1 – Work Day**

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.

### **Section 9.2 – Regular Work Day**

A “regular work day” shall consist of eight (8) consecutive hours of actual work, exclusive of an unpaid meal period, 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 in Section 9.1 will begin when the employee’s scheduled shift begins.

### **Section 9.3 – Work Week**

A “work week” shall consist of seven (7) days beginning at 12:00 midnight on Wednesday and ending at 12:00 midnight on the following Wednesday.

### **Section 9.4 – Regular Work Week**

A regular work week (except for those employees employed in a continuous operation) shall consist of forty (40) hours within the calendar week on five (5) consecutive regular work days.

### **Section 9.5 – Alternative Work Schedules**

Nothing contained in this Article shall preclude County from establishing alternative work schedules. It is recognized that such schedules may necessitate modification of the premium pay and related sections of this Agreement. Such changes shall be discussed in advance with Union. County shall consider Union's recommendations regarding such changes, as well as stipulate the length of time associated with such changes.

### **Section 9.6 – Fire Communications Operators' Schedule**

Notwithstanding anything to the contrary contained in this Memorandum of Agreement, this section applies only to employees in the classification of Fire Communications Operator.

- (a) A "work day" is a period of twenty-four (24) hours beginning at 7:00 a.m. and ending at 7:00 a.m. on the following day.
- (b) A "work week" shall consist of seven (7) consecutive days beginning at 12 midnight on Wednesday and ending at 12 midnight on the following Wednesday.
- (c) A pay period shall consist of two (2) "work weeks."
- (d) Fire Communications Operators shall have the following work schedules:
  - 1. The primary schedule for a FCO will be one (1) 24-hour shift on duty, followed by three (3) consecutive non-work days (24/72 shift) for an average 42-hour regularly scheduled work week.
  - 2. The FCO 24/72 pay schedule shall consist of a two (2) pay period rotational cycle. All FCOs will be assigned to and follow one (1) of two (2) cycles: one (1) pay period containing 72 work hours, and one (1) pay period containing 96 work hours; or one (1) pay period containing 79 work hours, and one (1) pay period containing 89 work hours.
  - 3. While in training, FCOs may be assigned to five (5) eight-hour (8) shifts Monday through Friday.
  - 4. While completing on-the-job training, FCOs may be assigned to 12-hour shifts in rotations of four (4) days on and four (4) days off. Start time for these shifts will be no earlier than 0700 hours and no later than 0900 hours.
- (e) The following pay provisions are applicable to all FCOs assigned to the 24/72 shift assignment:
  - 1. FCOs who work in excess of their regularly scheduled work week shall be compensated at an overtime rate of one and one-half (1.50 times the employee's regular hourly rate for each hour of overtime worked.
  - 2. FCOs are not entitled to any night shift differential pay.
  - 3. FCOs are not entitled to paid meals.
  - 4. FCOs are entitled on one (1) continuous five-hour (5) rest period and one (1) one-hour (1) break per shift unless the Fire Alarm Supervisor has determined



a need to alter break schedules based upon call volume or for operational necessity within the Fire Alarm section.

## **Article 10** **Wages and Premiums**

### **Section 10.1 – Purpose of Article**

The sole purpose of this Article is to provide a basis for the computation and payment of straight-time, overtime and other premium pay. County's pay practices and procedures shall govern the calculation and computation of all pay.

For purposes of this Memorandum of Agreement, the term "pay period" means a bi-weekly pay period as utilized and in effect as of June 30, 2007.

### **Section 10.2 – Hourly Rate**

"Hourly Rate" is defined as the rate per hour (as specified in Appendix III) for an employee's salary rate within the pay grade assigned to such employee's regular classification.

### **Section 10.3 – Overtime Pay**

With the exception of Fire Communication Operators, an employee shall be paid one and one-half (1.5) times an employee's hourly rate for all hours worked in excess of eight (8) hours actually worked in a work day or in excess of forty (40) hours actually worked within the work week.

All hours continuously worked beyond the regular work day shall be compensated at the applicable overtime pay rate.

Fire Communications Operators who work in excess of their regularly scheduled work day shall receive one and one-half (1.5) times his/her regular pay for all hours worked in excess of his/her regularly scheduled work day or in excess of forty (40) hours actually worked within the work week.

### **Section 10.4 – Sixth and Seventh Day Premium**

- (a) An employee shall be paid one and one-half (1.5) times his/her hourly rate for all hours worked on the sixth (6th) day of actual work within a work week (i.e., for actual work on his/her first regularly-scheduled day off within a work week).
- (b) An employee shall be paid two (2) times his/her hourly rate for all hours worked on the seventh (7th) day of actual work within a work week (i.e., for actual work on his/her second regularly-scheduled day off within a work week). For the purpose of computing overtime pay for the seventh day of actual work within a work week (i.e., for actual work on his/her second regularly scheduled day off within a work week), holiday hours, as defined in Section 12.1(a) of this Agreement, for which an employee is compensated by County shall be regarded as hours worked within a work week.
- (c) An employee who is regularly and consistently scheduled to work six (6) or more days in the work week shall be paid one and one-half (1.5) times his/her hourly rate for all hours worked on the sixth (6th) day of actual work within a work week.

- (d) An employee who is regularly and consistently scheduled to work six (6) or more days in the work week shall be paid two (2) times his/her hourly rate for all hours worked on the seventh (7th) day of actual work within a work week.
- (e) Should an employee in the Department of Public Works Bureau of Waste Management Services regularly assigned to work a Saturday or Sunday that does not constitute a sixth or seventh day of work under Paragraphs (a) through (d) of this Section, a five percent (5%) premium shall be paid to that employee for work on either Saturday or Sunday. Should a sixth or seventh day premium be paid under Paragraphs (a) through (d) of this Section to that employee, no such five percent (5%) premium shall be paid.
- (f) An employee who is regularly scheduled to work the day shift on a Saturday or Sunday which does not constitute a sixth or seventh day of work under Paragraphs (a) through (d) of this Section and which does not qualify for any other premium shall receive a five percent (5%) premium for work on either Saturday or Sunday. Should a sixth or seventh day premium be paid under Paragraphs (a) through (d) of this Section or any other premium be paid, no such five percent (5%) premium shall be paid.
- (g) Notwithstanding anything to the contrary contained in this Memorandum of Agreement, the following provision applies to Fire Communications Operators: Fire Communication Operators shall be paid two (2) times their hourly rate for all hours actually worked on the fourth regularly scheduled day off in the work week, provided that the employee has worked each day of his/her regular work schedule and provided that the employee has worked on the first, second, and third regularly scheduled day off.

#### **Section 10.5 – Training Hours**

Every attempt shall be made to schedule County-sponsored training programs during normal work hours. When this is not possible, an employee will be paid at his/her appropriate rate, straight time or overtime, for scheduled training hours, provided that such training is either required or approved by the employee's Department Head.

#### **Section 10.6 – Overtime Assignment**

- (a) If County deems that overtime work is required, it shall be distributed as equally as possible over the course of succeeding six (6) month periods commencing July 1, 1987, among employees who normally perform the work and who indicate a desire to perform such work by affixing their signature to a list created for that purpose. County shall offer overtime opportunities in reverse order of credited overtime hours. For the purpose of computing equalization of overtime, overtime hours will be credited to an employee for all hours actually worked and for all hours such employee would have worked had he/she not refused overtime. In no event, however, will County be required to offer overtime opportunities to an employee who refuses two (2) overtime opportunities during a six (6) month equalization period.
- (b) Any error in the distribution of overtime shall be adjusted through the priority offer of future overtime work opportunities.
- (c) In situations deemed by County to be emergencies, County shall have the right to require overtime work (i.e., to keep an employee over in order to deal with the emergency). Employees who refuse overtime work assigned under this paragraph will be subject to

disciplinary action. Every reasonable effort will be made to secure qualified volunteers to relieve employees who are required to work mandatory overtime.

- (d) If County is unable to obtain qualified volunteers for non-emergency overtime work, the least senior qualified employees will be required to perform the work.
- (e) If the Bureau of Waste Management Services is unable to obtain qualified volunteers for non-emergency Saturday overtime work, the least senior qualified employees within Waste Management Services who normally performs the work, including probationary employees within Waste Management Services will be required to perform the work. Employees who refuse overtime work assigned under this paragraph will be subject to disciplinary action.

#### **Section 10.7 – Call-In Pay**

- (a) Except under the circumstances described in (b), an employee directed by competent authority to report for work on an emergency assignment which is not contiguous to his/her regular work day shall be paid at the applicable hourly rate for all hours of work on such emergency assignment in any work day, but in no event shall the amount of pay under this Section be less than four (4) hours at the employee's hourly rate.
- (b) If an employee is directed by competent authority to report for work on an emergency assignment which is not contiguous to his/her regular work day and the time worked begins in one "work day" and ends in another "work day" as defined in Section 9.1 of this Agreement, the employee shall be paid the greater of: a) the applicable hourly rate for all hours worked on such emergency assignment or b) four (4) hours at the employee's hourly rate.

#### **Section 10.8 – Night Shift Differential**

- (a) Employees, who are required to work on a shift where the majority of their regularly scheduled hours are worked after 4:00 p.m. and before 11:00 p.m. shall be entitled to a night shift differential equal to seven percent (7%) of their hourly rate.
- (b) Employees, who are required to work on a shift where the majority of their regularly scheduled hours are worked after 11:00 p.m. and before 7:00 a.m. shall be entitled to a night shift differential equal to eight percent (8%) of their hourly rate.

#### **Section 10.9 – Acting Out of Class Pay**

- (a) An employee who has completed his/her probationary period, and who is temporarily working in a job classification in a higher pay grade than his/her classification for a period of at least one (1) regular work day shall be paid for all hours worked in such higher pay grade at either five percent (5%) above the employee's regular rate of pay or the minimum rate for the higher pay grade, whichever is greater.
- (b) Acting out of class pay shall be authorized only under the following conditions: (1) the position temporarily being filled is an authorized, budgeted position; (2) the position temporarily being filled is vacant or the employee occupying such position is absent from duty; and (3) the employee temporarily acting out of class must be able to perform the normal duties expected of the position being filled.

Acting Out of Class Pay may also be authorized if: (1) an emergency is declared by the Appointing Authority; (2) an employee is assigned to a higher class of work; and (3) the employee assigned is able to perform the normal duties expected of the position being filled.

- (c) All overtime worked in the higher pay grade will be computed at the acting out of class rate of pay.
- (d) Any employee who is acting out of class as defined in this section and who also is required to work a night shift as defined in Section 10.8 – Night Shift Differential shall be entitled to both the acting out of class pay and the night shift differential provided for in Section 10.8 for the same hours worked.

#### **Section 10.10 – Paid Meals**

Employees required to work in excess of ten (10) consecutive hours, and employees required to work in excess of four (4) consecutive hours on call-back, shall receive twelve dollars (\$12.00) toward the purchase of a meal in addition to any other premium pays in this Article. Callback is defined as working a period of time during a work day, returning home and then being called back to work during this same twenty-four (24) hour period. In addition to the payment provided by the first sentence of this Section, employees shall receive paid meals for each four (4) consecutive hours that the employee works after working the hours set forth in the first sentence. Employees shall be provided with a reasonable meal period without loss of pay under this Section.

#### **Section 10.11 – Rest Periods**

Employees shall receive a fifteen (15) minute rest period during each half of their regular work day.

#### **Section 10.12 – Clean-Up Period**

Employees shall receive a fifteen (15) minute clean-up period to be scheduled at the end of their regular work day.

#### **Section 10.13 – Stand-By**

- (a) County shall solicit volunteers to work stand-by. Whenever a sufficient number of volunteers do not accept stand-by, employees may be required to accept stand-by in reverse seniority order. The Union may propose alternate methods for stand-by which the County shall consider.
- (b) Employees who volunteer and are selected to work stand-by or employees who are required to work stand-by shall be paid a minimum of twenty dollars (\$20.00) per shift up to eight hours for stand-by. If an employee is required to work stand-by duty for more than eight (8) hours due to operational necessity or emergency, the employee shall be paid two dollars and fifty cents (\$2.50) for each additional hour of stand-by duty and one dollar and twenty-five cents (\$1.25) for each additional half-hour of stand-by duty.
- (c) Stand-by pay shall be received in addition to other premium pays listed in this Article and shall be excluded from the prohibitions detailed in Section 10.14(a).
- (d) Animal control officers who reside in Anne Arundel County shall be allowed to take

home a vehicle when they are required to be on stand-by duty.

**Section 10.14 – Overtime Duplicating and Pyramiding**

- (a) There shall be no duplicating and pyramiding in the computation of overtime or other premium wages. Nothing contained in this Agreement shall be construed to require the payment of overtime more than once for the same hours worked. If more than one of the provisions of this Agreement are applicable to any time worked by an employee, said employee shall be paid at the highest rate specified in any one such applicable provision. However, said employee shall not be entitled to additional pay under any other such provision, except as provided in Section 10.13(c).
- (b) Night shift differential (as provided in Section 10.8 of this Agreement) shall be included in the calculation of overtime to be paid to an employee who works a “night shift” on one of the paid holidays listed in Section 12.1(a) of this Agreement.

It is understood that this benefit shall apply only to those employees who are regularly scheduled to work a “night shift” and who, in fact, work on a listed holiday. This benefit will not apply to employees who only occasionally are scheduled to work a “night shift.”

**Section 10.15 – Longevity Pay**

- (a) An employee on the LM or FW pay schedule who has received a longevity award prior to July 1, 2004, or who will receive a longevity award in accordance with sub-section (b), below will continue to receive this award until the employee is eligible for a greater longevity award.
- (b) Effective the first full pay period on or after January 1, 2006, in lieu of the longevity awards provided in section (a), an employee who completes:
  - (i) seven (7) years of continuous service with the County shall be entitled to a longevity award calculated at five percent (5%) of the employee’s current hourly pay rate or skill pay rate in the pay grade to which the employee is assigned beginning the first full pay period on or after the date that this requirement is met.
  - (ii) eleven (11) years of continuous service with the County shall be entitled to a total longevity award calculated at ten percent (10%) of the employee’s current hourly pay rate or skill pay rate in the pay grade to which the employee is assigned beginning the first full pay period on or after the date that this requirement is met.
  - (iii) sixteen (16) years of continuous service with the County shall be entitled to a total longevity award calculated at fifteen percent (15%) of the employee’s current hourly pay rate or skill pay rate in the pay grade to which the employee is assigned beginning the first full pay period on or after the date that this requirement is met.
  - (iv) twenty-five (25) years of continuous service with the County shall be entitled to a total longevity award calculated at eighteen percent (18%) of the employee’s current hourly pay rate or skill pay rate in the pay grade to which the employee is assigned beginning the first full pay period on or after the date that this requirement is met.

- (c) The longevity awards calculated shall result in an hourly wage increase equal to the percent provided above and shall be paid in the same manner as the employee receives his/her regular earnings.

**Section 10.16 – Pay Advancements**

- (a) Effective July 12, 2007, except for (b) below, a current employee's anniversary date for the purpose of merit pay advancements under future agreements will remain the same as it was on July 11, 2007 and will not change if the employee is promoted, demoted, reclassified (including by proficiency advancement), transferred or the pay grade associated with an employee's classification is reallocated. An employee on the LM Pay Schedule shall progress through the pay schedule on the pay period on or after the employee's anniversary date by receiving an overall satisfactory on his/her Performance Planning and Appraisal evaluation. Except for (b) below, an employee hired into a classified position on or after July 12, 2007 will retain his/her anniversary date for the purpose of pay advancements in this section. An employee who receives a satisfactory performance review shall receive an increase in pay of three percent (3%) not to exceed the maximum pay rate for the grade, on the pay period on or after the employee's anniversary date.

Employees on the FW Pay Schedules as defined in Appendix IV and V shall receive pay advancements in accordance with the criteria set forth in Appendix IV and V.

- (b) An employee's anniversary date for the purpose of merit pay advancements under future agreements will change if the employee receives an overall rating of unsatisfactory. Such employee shall not receive a merit pay advancement that is provided for under the Agreement if he/she is rated overall unsatisfactory, but will be re-evaluated ninety (90) calendar days after his/her receipt of an unsatisfactory rating. This ninety (90) day re-evaluation is meant to encourage the employee to bring his/her performance up to a level that meets the standards for his/her position.

However, a second ninety (90) day review will be conducted if an employee fails to improve to a satisfactory level of performance. 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 at the discretion of the Appointing Authority.

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

- (c) Employees may grieve the Overall Rating contained in their Performance Planning & Appraisal Evaluation. Any such grievances will then be processed according to Article 6 (Grievance Procedure) of this Agreement.

In addition, the following provision shall be included on, or attached to, all Performance Planning and Appraisal forms:

Employees who disagree with the Overall Rating contained in this appraisal may file a grievance, provided they do so within ten (10) work days after their receipt of such Overall Rating.

### **Section 10.17 – Pay Schedule**

- (a) Pay Schedule A is effective the first full pay period on or after July 1, 2023. Effective the first full pay period on or after July 1, 2023, employees on the LM Pay Schedule shall receive a five percent (5%) increase in pay, not to exceed the maximum pay rate for the grade on Pay Schedule A of Appendix III. Pay Schedule A represents a scale adjustment to the minimum pay rate of five percent (5%) and an increase to the maximum pay rate of seven percent (7%).
- (b) Effective the first full pay period on or after July 1, 2023, “Flexible Workers” as defined in Appendix V shall receive the hourly rate of pay as detailed in Appendix III, FW Pay Schedule A. FW Pay Schedule A represents an increase to the hourly rate of pay for each skill pay rate of five percent (5%).
- (c) Effective the first full pay period on or after January 1, 2024, “Flexible Workers” as defined in Appendix V shall receive the hourly rate of pay as detailed in Appendix III, FW Pay Schedule B. FW Pay Schedule B represents an increase to the hourly rate of pay for each skill pay rate of two percent (2%).
- (d) Except for employees on the FW Pay Schedule, employees who are promoted to a classification within the bargaining unit or who are reclassified to a higher grade within the bargaining unit shall be placed at a pay rate for the new grade which is the greater of: the minimum of the new grade; or five percent (5%) above the rate at which the employee was paid in the former grade provided the pay rate does not exceed the maximum pay for the new grade.

Except for a demotion under Section 808(a) of the County Charter, if an employee is competitively or non-competitively demoted, the employee’s rate of pay at the new grade shall remain the same as the employee’s rate of pay at the former grade, but not exceeding the maximum pay for the new grade. Employees who are demoted in accordance with Section 808(b), (c), (d), or (e) of the County Charter shall have a pay adjustment in accordance with §6-1-208 of the County Code.

### **Section 10.18 – Training Wage**

Persons who are newly hired into classifications on the LM Pay Schedule covered by this Agreement shall be paid at the minimum hourly rate of pay for the Grade as detailed in Appendix III, Schedule A. An employee who is newly hired at the minimum hourly rate of pay for the Grade and who receives an overall satisfactory performance review at the completion of twelve (12) months from the employee’s hire date shall be paid nine percent (9%) above the minimum hourly rate of pay for the employee’s current grade. Thereafter, pay advancements shall be in accordance with Section 10.16(a) of this Agreement.

Employees hired above the minimum pay rate are not eligible to receive the nine percent (9%) training wage increase. Instead, upon an overall satisfactory performance review at the completion of twelve (12) months from the employee’s hire date, those employees will receive a pay advancement in accordance with Section 10.16 (a) of this Agreement, or a pay increase that brings the employee to nine percent (9%) above the minimum hourly rate of pay for the employee’s current grade, whichever is greater.

### **Section 10.19 – Commercial Driver's License**

- (a) Employees required by the County to maintain a commercial driver's license, or employees who use a commercial driver's license in service to the County, shall be reimbursed for the cost of the license above the normal cost of renewal for a non-commercial driver's license.
- (b) Bureau of Highways employees and employees covered by this Agreement that possess a valid commercial driver's license (CDL) and a DOT medical card that are required to use or that volunteer and use a CDL to perform duties under the Emergency Shifts Procedure, will receive an increase to their regular hourly pay rate of one dollar (\$1.00) for all hours actually worked during Emergency Shifts. This pay is limited to employees who are mandated or who volunteer and use their CDL to perform duties under the Emergency Shifts Procedure from November 1 through March 31 of the fiscal year.

### **Section 10.20 – Compensatory Leave in Lieu of Overtime Pay**

- (a) Employees in the classifications of Police Communications Operator I and II, Sheriff's Communications Operator, and Fire Communications Operator 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 due under Section 10.3 – Overtime Pay of the Memorandum of Agreement between Anne Arundel County and AFSCME, Local 582, subject to (b) and (c) below. Once requested, decisions as to whether an employee will receive overtime pay or compensatory leave credit shall be made by the employee's most immediate non-bargaining unit supervisor, at the supervisor's discretion. Use of accrued compensatory leave will not be unreasonably denied unless the use of the compensatory leave unduly disrupts the operations of the Police Department, Sheriff's Office, or Fire Department.
- (b) Employees in the classifications of Police Communications Operator I, Police Communications Operator II, Fire Communications Operator I, Fire Communications Operator II or Sheriff's Communications Operator may accrue no more than one hundred and eight (108) hours of compensatory leave credit (representing 72 hours of overtime work). Upon attaining a balance of one hundred and eight (108) 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 one hundred and eight (108) hours.
- (c) If an employee in the classification of Police Communications Operator I or II, Sheriff's Communications Operator, or Fire Communications Operator is required to substantiate absences from work with a medical certificate in accordance with §6-1-303(h)(2) of the Anne Arundel County Code, he/she shall not be permitted to accrue compensatory leave credit until he/she is no longer required to provide such substantiation.
- (d) Payment for unused compensatory time will be paid at the regular rate earned by the employee in his or her classification of Police Communications Operator I or II, Sheriff's Communications Operator, or Fire Communications Operator at the time the employee receives payment. On the last pay period of the fiscal year, all unused accrued compensatory leave may be paid out and received by the employee on the first paycheck date of the following fiscal year or the employee may elect to roll over the accrued compensatory leave into the next fiscal year.



- (e) When an employee ceases to be classified as a Police Communications Operator I or II, Sheriff's Communications Operator, or Fire Communications Operator but continues to be employed by the County, all unused compensatory time will be liquidated and paid at the regular rate last earned by the employee as a Police Communications Operator I or II, Sheriff's Communications Operator, or Fire Communications Operator.
- (f) Upon termination of employment from Anne Arundel County government, employees in the classifications of Police Communications Operator I and II, Sheriff's Communications Operator, and Fire Communications Operator shall be paid for unused compensatory time as follows:
  - (i) The average regular rate received by the employee during the last three (3) years of employment (the three-year period immediately prior to termination); or
  - (ii) the final regular rate received by the employee, whichever is higher.

**Section 10.21 – Certification Incentive Bonus**

An employee in the classification of Construction Code Inspector will receive an annual incentive bonus of \$2,500.00 (twenty-five hundred dollars) to be paid in twenty-six (26) equal installments beginning the first full pay period on or after July 1 of each year for each International Code Council Certification or Master Trade License beyond the certification required for the employee's specialty, i.e., plumbing inspection, building inspection, mechanical inspection, and electrical inspection, provided that the International Code Council Certification or Master Trade License is directly related to the employee's job duties and the employee uses the certification or trade license in the performance of his or her current job duties. There shall be an annual limit on the number of bonuses that are provided to eligible employees.

**Section 10.22 – Court Pay for Animal Control Officers**

This section applies only to employees in the classification of Animal Control Officer. If an Animal Control Officer is required to attend an afternoon session of court in the course of County business, and if that session begins prior to the start of the officer's work day, then the Animal Control Officer, only as necessary, may work up to thirty (30) minutes prior to the start of court in order to prepare. The employee will be compensated at the appropriate rate for time worked up to a maximum of thirty (30) minutes prior to the start of court.

**Section 10.23 Fire Shop Mechanics Pay**

Employees in the classification of Automotive Mechanic I, Automotive Mechanic II, Automotive Mechanic III, Automotive Machinist, and Welder shall receive a five percent (5%) increase to the regular hourly rate of pay for all hours worked while assigned to the Fire Shop of the Central Services garage.

**Section 10.24 – 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 10.25 - Police Communications Operator II Teletype Pay**

Employees in the classification of Police Communications Operator II who are certified in teletype and who are assigned to work teletype during their shift shall be paid a premium of twenty-four dollars (\$24) for an eight (8) hour shift or twelve dollars (\$12) for a four (4) hour shift.

**Section 10.26 - Variable Pay Awards**

Appointing Authorities may give employees covered by this Agreement Variable Pay Awards in accordance with County Code § 6-1-205.

**Section 10.27 – Detention Facilities Mechanics and Storekeepers Premium Pay**

Employees in the classifications of Facilities Maintenance Mechanic II, Facilities Maintenance Mechanic III, and Storekeeper II shall receive a five percent (5%) increase to the regular hourly rate of pay for all hours worked while assigned to the Jennifer Road Detention Center or the Ordinance Road Correctional Center of the Department of Detention Facilities.

**Article 11**

**Leaves**

**Section 11.1 – Annual Leave**

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

<u>Years of Continuous Service</u>	<u>Accrual Per Calendar Month</u>
0 but less than 5	.83 (10 days per year)
5 but less than 10	1.24 (15 days per year)
10 but less than 20	1.67 (20 days per year)
20 years or more	2.08 (25 days per year)

- (b) Effective July 1, 2023 all employees with less than five (5) years of continuous County service that are entitled to receive paid annual leave will begin to accrue at the rate of 13 days per year. Effective July 1, 2023 all employees with twenty (20) or more years of service that are entitled to receive paid annual leave will begin to accrue at the rate of 26 days per year.

<u>Years of Continuous Service</u>	<u>Accrual Per Calendar Month</u>
0 but less than 5	13 days per year
5 but less than 10	15 days per year
10 but less than 20	20 days per year
20 years or more	26 days per year

- (c) Employees normally scheduled to work fifty percent (50%) or more of the regular work week for their classification, but who are not normally scheduled to work the full regular work week for such classification, shall be entitled to receive paid annual leave accrued at one-half (.5) the rate of accrual set forth in Section 11.1(a).

(d) Procedures governing annual leave shall be in accord with §6-1-302 of the County Code. An employee may not carry over more than thirty-five (35) days of annual leave into a pay period calendar year.

(e) Annual leave accumulated by an employee which exceeds the maximum carry over limit of thirty-five (35) days will be converted to disability leave.

At the time of retirement, an employee may be given credit toward pension credit for up to fifteen (15) days of disability leave for each year that the employee worked for the County and was a member of the Employees' pension system.

(f) In addition to the annual leave provided in Section 11.1(a), employees in the classification of Police Communications Operator I and II and Fire Communications Operator shall receive a total of seventeen (17) days paid annual leave. It is specifically understood that these additional days of paid annual leave are in lieu of the holidays and personal leave (see Section 11.8) provided in this Agreement. Police Communications Operator I and II and Fire Communications Operator shall receive a total of eighteen (18) days paid annual leave in those calendar years having statewide general and congressional election days (excluding primary elections). It is specifically understood that this additional day of paid annual leave is in lieu of the holiday provided in election years.

(g) 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 Police Communications Operator I and II and Fire Communications Operator will reflect the total amount of annual leave (including hours for the seventeen (17) 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.

(h) If an employee in the classification of Police Communications Operator I or II, Sheriff's Communications Operator, and Fire Communications Operator I or II has scheduled annual leave involuntarily canceled and the employee is required to report for duty, the employee shall receive (200%) of the employee's regular rate of pay for all hours worked during such canceled annual leave. For employees in the classification of Fire Communications Operator I or II, this provision shall only apply for any annual leave scheduled during the annual leave scheduling period that is involuntarily canceled. Cancellation of unscheduled annual leave (60C) is not covered by this section.

This section does not apply during a state of emergency declared by the County or the State.

### **Section 11.2 – Disability Leave**

(a) 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) Employees normally scheduled to work fifty percent (50%) or more of the regular work week for their classification, but who are not normally scheduled to work the full regular

work week for such classification, shall be entitled to receive paid disability leave accrued at one-half (.5) the rate of accrual set forth in Section 11.2(a).

- (c) Procedures governing disability leave shall be in accord with §6-1-303 of the County Code.
- (d) Disability due to maternity will be considered as any other disability.
- (e) Employees, or a member of their immediate family, must call in to report their inability to work no less than one (1) hour prior to the start of their scheduled work day. Where telephone coverage is not available one (1) hour prior to the start of the scheduled work day, employees must call in at the earliest possible time thereafter, but in no event later than thirty (30) minutes after the start of the scheduled work day.
- (f) Employees who have been required to bring in a one-day medical certificate in accordance with §6-1-303(h)(2) of the Anne Arundel County Code and who have unfailingly complied with such requirement shall not be required to provide a one-day medical certificate for longer than six (6) months.
- (g) Employees may use up to eight (8) days of accrued disability leave per year to care for non-dependent family members as defined in §6-1-303 of the County Code.
- (h) Employees may accrue 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 in the six (6) month period following the accrual and in accordance with procedures governing miscellaneous leave as detailed in §6-1-305 of the County Code.

Disability Leave use includes disability leave used for FMLA, workers compensation, other leave used in lieu of disability leave, or any leave without pay.

### **Section 11.3 – Jury Leave**

Employees shall be entitled to leave with pay for all scheduled hours during a regular work day in which they are required to serve as members of a jury. Employees must present the summons to jury duty to their direct supervisor upon receipt. Whenever employees are temporarily excused from jury duty on a scheduled work day, they shall advise their Supervisor as promptly as possible and shall stand ready to report for work as requested by County. Failure to return to duty when requested to do so will result in forfeiture of any pay due under this Section for that day.

### **Section 11.4 – Court Leave**

- (a) Employees required to appear before a court, public body or commission in connection with County business shall be entitled to leave with pay for the time necessary to appear during their regular work day.

- (b) An employee who is summoned to appear in a court action or before a grand jury, and is neither a party to the action nor a paid witness, may be placed on paid administrative leave for the hours necessary for court, up to a maximum of eight (8) hours, after notifying the supervisor and providing a copy of the subpoena and other appropriate documentation. An employee who is serving a disciplinary suspension or is in a leave without pay status shall not be granted administrative leave for this purpose.

#### **Section 11.5 – Civic Leave**

Employees who are 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 11.6 – Military Leave**

Employees who are required to serve in a military training or reserve program of the Armed Forces of the United States shall be granted leave with pay for up to a maximum of twenty (20) regularly-scheduled work days per calendar year, provided they offer valid proof of such military service. A copy of such employees' military orders must be submitted to County by the employees requesting such leave.

#### **Section 11.7 – Funeral Leave**

- (a) In the event of a death in their immediate family, employees shall be entitled to leave with pay, provided that such leave is taken during the period between the date of death and the day following burial, both inclusive. Such leave shall not exceed a maximum of three (3) regularly scheduled work days per occurrence. Upon County's request, employees shall furnish proof of death, date of burial and relationship.
- (b) Immediate family shall include only the following: spouse, child, stepchild, grandchild, brother, brother-in-law, sister, sister-in-law, parent, stepparent, foster parent, parent-in-law, guardian, grandparents, grandparent-in-law, step brother, or step sister.

#### **Section 11.8 – Personal Leave**

- (a) Except for employees in the classification of Police Communications Operator I and II and Fire Communications Operator, or employees that otherwise receive paid annual leave in lieu of the holidays listed in Section 12.1, employees shall receive five (5) paid personal days (comprised of the three (3) floating holidays, one (1) original personal day, and one (1) additional personal day) on January 1 in each calendar year. Personal leave shall be prorated as follows: employees hired on or after April 1 shall receive three (3) paid personal days for that calendar year; employees hired on or after July 1 shall receive two (2) paid personal days for that calendar year; and employees hired on or after September 1 shall receive (1) paid personal day for that calendar year. Personal leave shall be scheduled by mutual agreement of the Supervisor and the employee, and shall only be used in single day increments. Such leave may not be accumulated, and may not be carried over into the next calendar year.

- (b) In lieu of the personal leave day provided above, employees in the classification of Police Communications Operator I and II and Fire Communications Operator shall receive seventeen (17) days of annual leave as specified in Section 11.1(e).

### **Section 11.9 – Leave Options**

Employees who have used leave in a responsible fashion and who encounter serious personal illness (or an illness of a dependent family member) should be aware of the leave options for which they may qualify under County law.

As provided in §6-1-303(e)(ii) of the County Code, disability leave may be used when an employee's dependent family member is incapacitated by physical or mental illness.

Disability leave may be advanced in accord with §6-1-303(j) of the County Code.

Annual leave may be advanced in accord with §6-1-302(e) of the County Code.

Leave without pay may be authorized for up to a maximum of sixty (60) days in accord with §6-1-304 of the County Code.

### **Section 11.10 – Leave Sharing**

County shall maintain a leave sharing program in accordance with Section H-9 of the Employee Relations Manual and subsequent revisions whereby employees may donate accrued annual leave (see Section 11.1) and personal leave (see Section 11.8) 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. In addition, employees may also donate up to three (3) disability leave days per calendar year (provided that an employee may only donate disability leave hours that are in excess of an eighty (80) hour disability leave balance that must be maintained by the employee donating leave) to any County employee (see Section 11.2) provided that the recipient County employee has exhausted all forms of paid leave to which they are entitled and whose receipt of donated disability leave has been approved by their Appointing Authority.

### **Section 11.11 – Leave Hours - Overtime Compensation**

For the purpose of computing overtime pay, all leave hours for which an employee is compensated by County shall be regarded as hours worked.

### **Section 11.12 – Family and Medical Leave**

Employees shall be provided with all applicable benefits of the Family and Medical Leave Act of 1993 commencing on August 5, 1993, as detailed in Section H-5 of the Employee Relations Manual. Any such County rules shall not conflict with the Federal Act, nor in any way limit the benefit that is available under the Act.

### **Section 11.13 – Miscellaneous Leave**

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

When the County closes for one full business day, an employee who (1) is already scheduled to work, (2) is designated an emergency employee to provide essential services to County citizens, and (3) actually works the majority of his/her shift (five or more

hours) on the same calendar day that the County is closed is entitled to administrative leave on an alternate work day in addition to straight time wages for hours worked. The amount of administrative leave granted will be equal to the number of hours actually worked, in closest whole increments and up to a maximum of eight (8) hours, so long as the employee did not receive overtime pay for the same hours worked. Administrative leave granted under this section must be used within one (1) calendar year of being earned.

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

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

- (b) This provision shall not apply to scheduled Emergency Shifts resulting from inclement weather events. An employee who is directed to work for sixteen (16) or more hours within a twenty-four (24) hour period without one eight (8) hour break may request up to eight (8) hours of leave with pay, commonly called "fatigue leave." The Appointing Authority or his/her designee shall consider the request and determine whether to grant such leave at his/her sole discretion. As such, the decision of the Appointing Authority or his/her designee is not subject to the grievance process. The employee must use the leave immediately following such hours worked or the grant of such leave shall be canceled. Employees granted fatigue leave shall not be required to report to work and shall be paid for any portion of the fatigue leave that falls within the scheduled reporting time for their regular shift. Employees shall be required to work the balance of their scheduled shift.

## **Article 12**

### **Holidays and Holiday Pay**

#### **Section 12.1 – Paid Holidays**

- (a) The following shall be considered paid holidays: New Year's Day (January 1); Martin Luther King's Birthday (Third Monday in January); Washington's Birthday (Third Monday in February); Good Friday; Memorial Day (Last Monday in May); Juneteenth (June 19); Independence Day (July 4); Labor Day (First Monday in September); Veteran's Day (November 11); Thanksgiving Day; Thanksgiving Friday; Christmas Day (December 25); all Statewide general and congressional election days (excluding primary elections); and all days designated as legal holidays for State employees by the Governor and approved by the County Executive.
- (b) If a holiday falls on a Saturday, it shall be observed on the preceding Friday; if a holiday falls on a Sunday, it shall be observed on the succeeding Monday.

- (c) Employees shall receive eight (8) hours pay at their hourly rate for each holiday listed in Section 12.1(a).
- (d) As provided in Section 11.1(e) of this Agreement, employees in the classification of Police Communications Operator I and II and Fire Communications Operator will receive paid annual leave in lieu of the holidays listed in this Section. Employees who receive annual leave in lieu of holidays shall not receive the premium pay provided in Section 12.2 (Holiday Work) for working on a holiday.
- (e) In order to receive the holiday pay provided in Section 12.1(a) of this Agreement, employees must work their last regularly scheduled work day before a holiday and their next regularly scheduled work day after a holiday.

Except as provided below, employees on an authorized and approved leave of absence as provided in Article 11 (Leaves) of this Agreement shall be excused for their failure to work their last regularly scheduled work day before a holiday and/or their next regularly scheduled work day after a holiday.

Employees on what is commonly referred to as “disability leave probation” (i.e., employees who are required to provide a medical certificate to justify any period of absence) shall not be allowed to excuse their absence with Disability Leave, unless County, at its sole discretion, decides to excuse the absence due to extenuating circumstances.

#### **Section 12.2 – Holiday Work**

Except as provided in Section 12.1(e), employees who work on one of the holidays listed in Section 12.1(a) shall be paid at one and one-half (1.5) times their hourly rate for all hours actually worked (in addition to the holiday pay provided in Section 12.1).

#### **Section 12.3 – Holiday Hours - Overtime Compensation**

For the purpose of computing overtime pay as defined in Section 10.3, all holiday hours for which an employee is compensated by County including scheduled days off (as required by Section 12.1(d) of this Agreement) shall be regarded as hours worked.

### **Article 13** **Union Business**

#### **Section 13.1 – Union Visitation**

With the permission of the appropriate Supervisor, representatives of Council 67 shall have reasonable access to County premises for the purpose of conferring with County or with Union Stewards regarding the administration of this Agreement. Such permission shall not be unreasonably withheld by County.

#### **Section 13.2 – Bulletin Boards**

County agrees to provide bulletin boards for the purpose of allowing Union to inform its membership of Union business. Materials to be posted on such bulletin boards shall not violate the criteria generally applicable to the posting of notices on County property.



### **Section 13.3 – Union Office**

- (a) A leave of absence without pay shall be granted for a period not to exceed one (1) year to an employee who is elected or appointed to a full-time office in Council 67 or in the (AFSCME) International Union, provided that County is given no less than fourteen (14) calendar days notice in advance of the anticipated commencement of such leave. This leave may be extended for additional one (1) year periods by mutual agreement of County and Union.
- (b) The County shall provide Union with office space, including two (2) telephone lines and one (1) fax line to be used by the Union solely for union business related to employees represented by AFSCME 582.

### **Section 13.4 – Negotiations**

Union's President and members of Union's Executive Board or up to a maximum of nine (9) employees designated by the President of the 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 to this Agreement.

### **Section 13.5 – Release Time**

The County shall grant up to an aggregate maximum of five hundred (500) hours of Union leave with pay each year to employees designated by the Union 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.

The above-mentioned list are examples and not intended to limit the reasons for the requested 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, not less than three (3) work days prior to the requested Union Leave date, signed by the union President (or his/her designee in his/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, for political purposes or activities, or 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 operations of the Department.

### **Section 13.6 – Union Meetings**

Union stewards and officers shall be released with pay to attend regular Union meetings held during their scheduled work hours for up to a maximum of one (1) time per month and for up to a maximum of three (3) hours for each occurrence. This provision applies solely to union stewards and officers actually scheduled to work at said times.

**Article 14**  
**Safety and Health**

**Section 14.1 – Safe Working Conditions**

County shall provide safe and healthy working conditions. County and Union shall encourage employees to work in a safe manner and to cooperate in maintaining the County's rules, policies and practices pertaining to safety and health. In the event employees believe a working condition to be unsafe, they may report the condition to their immediate Supervisor. Said immediate Supervisor shall immediately investigate the matter and render a determination. Should a Union Steward be available, he/she will be allowed to participate in the investigation, but the determination rendered by the Supervisor shall be controlling, subject to appeal under Article 6 (Grievance Procedure) of this Agreement.

**Section 14.2 – Safety Committee**

A Safety Committee comprised of six (6) members (three (3) of whom shall be appointed by Union from among the employees covered by this Agreement; and three (3) of whom shall be appointed by County) shall be established. This Safety Committee shall meet periodically for the purpose of discussing matters relating to safety and health and shall report its findings and recommendations to the County's Personnel Officer for his/her consideration.

**Section 14.3 – Uniforms, Tools and Safety Equipment**

County shall continue to provide and maintain uniforms and safety equipment for the employees in accord with existing Departmental policy. Employees required to wear uniforms must wear County issued uniforms and County issued apparel while on duty.

**Section 14.4 – Preventive Maintenance**

County shall continue a program of regular preventive maintenance for all County vehicles operated by employees covered by this Agreement.

**Section 14.5 – Automotive Mechanics' Tools**

- (a) In the event that the personal tools of Automotive Mechanics in the Central Services Internal Service Fund Fleet Maintenance Garage are stolen during a reported (to the Police Department) breaking and entering into the Central Services Internal Service Fund Fleet Maintenance Garage County will replace such tools, provided that they (the tools) have been previously registered with the County's Personnel Officer.
- (b) In the event of the mysterious disappearance of the personal tools of Automotive Mechanics in the Central Services Internal Service Fund Fleet Maintenance Garage the Central Services Officer shall conduct an investigation into such mysterious disappearance and may, solely at his/her discretion, replace such tools.

**Article 15**  
**Personnel Rules and Regulations**

**Section 15.1 – Personnel Rules and Regulations**

County shall notify Union of any amendments or additions to County's Personnel Rules and Regulations that affect employees covered by this Agreement, and shall discuss any such amendments or additions with Union. However, a grievance dealing with County's Personnel Rules and Regulations will be processed under Article 6 (Grievance Procedure) of this Agreement only if the rule or regulation being grieved is in conflict with an express provision of this Agreement.

**Section 15.2 – Class Descriptions**

County shall provide Union with a Class Description for each of the classifications listed in Appendix I of this Agreement (provided that such Class Descriptions currently exist), and shall further provide Union with any new, revised or updated Class Descriptions that may be issued by the County's Personnel Officer.

**Section 15.3 – County Personnel Files**

- (a) Employees shall have access to their individual personnel files by prior appointment with County's Personnel Officer (or his/her designee). An employee's review of his/her individual personnel file shall be in accord with the provisions of Title 4, of the General Provisions Article of the Annotated Code of Maryland.

Employees shall have the right to obtain copies of the materials in their individual personnel file, provided that County may fix a reasonable copy charge.

- (b) Employees shall receive a copy of any disciplinary action (as defined in Section 7.1 of this Agreement) issued to them. Any correspondence relating to disciplinary action (as defined in Section 7.1) may be removed from an employee's personnel file if requested in writing by the employee, provided that three (3) years have elapsed since the most recent disciplinary action against such employee. If requested in writing by the employee and at the discretion of the County Personnel Officer, correspondence related to a Written or Oral Reprimand may be removed if two (2) years have elapsed since the most recent Written or Oral Reprimand.

**Section 15.4 – Departmental Personnel Files**

Employees shall have access, either with or without Union representation, to their individual personnel files (as may be maintained by a Department, Bureau or Division) by prior appointment with the appropriate County custodian of any such files. Employees shall receive a copy of any disciplinary action (as defined in Section 7.1 of this Agreement) issued to them.

**Article 16**  
**Sub-Contracting**

**Section 16.1 – Sub-Contracting**

- (a) County shall not sub-contract or "contract out" any work currently performed by employees which would necessitate the termination or lay-off of such employees.

- (b) County shall establish a joint labor/management committee to review possible areas of improvement to the efficiency of the overall operation, including improvements in the language of this Agreement. Such improvements must be approved by Management and Union to be effective.

**Article 17**  
**Insurance and Pension**

**Section 17.1 – Health Insurance**

- (a) The County shall provide a group health, vision 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) Union recognizes and acknowledges County's right to change insurance carriers or to self-insure any portion of the health insurance coverage referred to in this Section, provided that the level of benefits provided by this Section is maintained.

Union recognizes and acknowledges County's right to consolidate employee groups into a single, unitary health insurance group.

- (c) 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) pro-rated 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.
- (d) A representative of the union will be included in any committee established by the county with other bargaining units to address health insurance issues.
- (e) Employees who have questions about any of the County's health insurance plans may reach out to the Benefits Team by email at [benefits\\_team@aacounty.org](mailto:benefits_team@aacounty.org) or by phone at 410-222-7595.

**Section 17.2 – Life Insurance**

- (a) County shall continue to provide its present life insurance coverage (in the amount of \$10,000) at no cost to employees.
- (b) In the event an employee is killed in the line of duty, the county shall pay the named beneficiary an amount equal to the annual pay of the deceased employee.

**Section 17.3 – Pension**

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

The County will implement a 401(a) Plan for new employees covered by this bargaining unit on a voluntary basis in lieu of joining the Employees' Pension Plan effective July 1, 2018.

The parties further agree that neither the County nor the Union shall introduce legislation to decrease benefits provided by the Employees' Pension Plan (as described in Article 5, Title 3 of the County Code) for the duration of this Agreement.

The County agrees to continue the Labor/Management Committee to discuss pension issues as they relate to the Employees' Pension Plan.

## **Article 18** **Miscellaneous Provisions**

### **Section 18.1 – “6-3” Schedule**

Notwithstanding anything to the contrary contained in this Memorandum of Agreement, employees assigned to work on a “6/3” schedule shall have a regular work day of eight and one-quarter (8.25) consecutive hours 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 in Section 9.1 of this Agreement will begin when the employee’s scheduled shift begins.

Employees assigned to work on a “6/3” schedule shall work a nine week rotational cycle which consists of five work weeks containing four work days (33 hours), two work weeks containing five work days (41.25 hours), and two work weeks containing six work days (49.5 hours). Employees assigned to work on a “6/3” schedule must actually report for and perform required job duties as directed by County on one (1) regular work day in any given work week in order for leave hours taken in that work week to be counted as hours worked in computing overtime.

### **Section 18.2 – “4/10” Schedule**

Upon the agreement of more than half of the employees to be affected, County may schedule employees to work on a “4/10” schedule comprised of four (4) consecutive 10-hour work days within a work week.

Once in place, the “4/10” schedule shall remain in force for a minimum of six (6) months, unless County terminates the “4/10” schedule prior to such time.

Thereafter, the “4/10” schedule shall remain in force unless terminated by County or unless more than half of the affected employees mutually agree to terminate the “4/10” schedule. In the event the affected employees agree to terminate, the “4/10” schedule shall be terminated within sixty (60) calendar days of the date that such agreement to terminate is communicated to County.

When assigned to a “4/10” schedule pursuant to this Section, employees who are non-exempt under the Fair Labor Standards Act (FLSA) shall be paid one and one-half (1.5) times an employee’s hourly rate shall be paid for all hours worked in excess of ten (10) hours actually worked in a work day or in excess of forty (40) hours actually worked within the work week by employees.

County agrees to discuss with Union the wage and benefits consequences of a “4/10” schedule no less than forty-five (45) calendar days prior to the proposed implementation of a “4/10” schedule for any given work group.

### **Section 18.3 – Memorialized Past Practices**

Recognizing the otherwise dispositive nature of Section 20.4 of this Agreement, County and Union agree: (a) to continue the past practice of allowing Union to provide input into the development of County-wide policies dealing with personnel administration matters; (b) to continue the past practice of allowing release time for the President of Local 582; (c) to continue the past practice of providing safety shields to VDT (video display terminal) operators; and (d) to discontinue any past practice that may have existed with respect to attempts to unilaterally amend the express terms of the Agreement.

### **Section 18.4 – Limit on Pay Decrease**

Notwithstanding the provisions of §6-1-208(e) of the County Code, the hourly rate of an employee who is demoted pursuant to Section 808(a) of the County Charter shall not be decreased by more than seven and one-half percent (7.5%).

### **Section 18.5 – Pension Oversight Commission Report**

County shall provide to Local 582 a copy of the annual report prepared by or at the direction of the Pension Oversight Commission. Each report shall be delivered to Local 582 on or before the expiration of five (5) working days from the date it was delivered or presented to or by the Commission.

### **Section 18.6 – EXCEL and Maintenance Career Path Program**

County and union agree to continue to cooperate in good faith in the EXCEL program. This program is dedicated to enhancing operational efficiency, employee involvement and making the utility enterprise system competition proof. Both the county and union agree to act in good faith to initiate amendments as the EXCEL program continues to evolve. It is understood that these changes may have monetary implications, but that funding these changes will be as a result of savings derived from the program's efficiencies. Initiatives that are considered may include, but are not limited to, attendance incentives, cash rewards for savings suggestions, and other means to reward team efficiency and performance. The framework for the EXCEL and Maintenance Career Path programs are detailed in Appendix IV and Appendix V.

Employees on the FW Pay Schedules as defined in Appendix V and VI shall receive pay increases in accordance with the criteria set forth in the Excel and Maintenance Career Path Programs. However, if an employee on the FW Pay Schedule receives an overall unsatisfactory rating on his/her performance planning appraisal, the employee shall be permitted to progress to the next skill block or level but shall not receive a pay increase until the overall unsatisfactory rating is resolved and the employee is rated as satisfactory overall. When an employee receives an overall rating of unsatisfactory, he/she 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 his/her performance up to a level that meets the standards for his/her position. However, a second ninety (90) day review will be conducted if an employee fails to improve to a satisfactory level of performance. 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 at the discretion of the Appointing Authority. An employee who received an overall satisfactory rating for his/her position shall receive the appropriate pay advancement effective as of the applicable ninety (90) day re-evaluation. The pay advancement shall not be retroactive to the employee's original evaluation date. Employees shall receive the next performance planning appraisal twelve (12) months after receipt of an overall satisfactory rating.

### **Section 18.7 – Classification Studies**

County agrees to involve the bargaining unit in future studies of classifications listed in Appendix I. County also agrees to solicit bargaining unit input prior to the introduction of legislation to implement any changes to the classifications listed in Appendix I.

### **Section 18.8 – Education Assistance**

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

In addition to the education assistance provided in 6-1-307 of the County Code, employees who voluntarily enroll and are approved for acceptance into the Bureau of Utility Operations, Department of Public Works Team Manager/Leader Apprenticeship Program are eligible to receive education assistance in accordance with the terms of that Program, the availability of funds appropriated for the purpose of educational assistance in the Program, and the approval of the Personnel Officer.

### **Section 18.9 – Orientation**

The County will provide a list of orientation dates to the Union President each year. The union may contact the Employment Services Section of the Office of Personnel to obtain the names of any new employees hired into positions covered by the Memorandum of Agreement. The Union President or his/her designee will be provided access to the new employees at the end of the normal New Employee Orientation and shall be given fifteen (15) minutes to present information about the Memorandum of Agreement and the benefits of membership.

## **Article 19 Allowances**

### **Section 19.1 – Cleaning Allowance**

Police Communications Officers I and II shall receive a cleaning allowance of \$250 per fiscal year due and payable in twenty-six (26) equal installments.

Animal Care Attendants, Animal Control Officers, Animal Control Technicians, and Public Services Dispatchers assigned to the Animal Control Division of the Police Department shall receive a cleaning allowance of \$250 per fiscal year payable in twenty-six (26) equal installments.

### **Section 19.2 – Tool Purchase Allowance**

County shall pay a tool purchase allowance of one thousand dollars (\$1,000) per year (to be paid in quarterly installments) to employees in Central Services and the Fire Department in the following classifications: Automotive Service Worker, Automotive Mechanic I, Automotive Mechanic II, Automotive Mechanic III, Automotive Machinist and Welder II.

Employees must provide evidence of current tool purchases (i.e., purchases within the same quarter or immediately previous quarter) equal to, or in excess of, the quarterly tool purchase allowance in order to receive the benefit of this Section. However, County's approval shall be required in advance of any tool purchases for which an employee wishes to receive credit.

### **Section 19.3 – Training Allowance: Police Communication Operators**

- (a) An employee in the classification of Police Communication Operator I or Police Communication Operator II may be designated by the Police Department as a PCO Trainer.
- (b) A PCO Trainer will be responsible for the formal console, on-the-job, training for new employees who have completed their classroom training.
- (c) An employee who is designated by the Police Department as a PCO Trainer shall not be required to perform console training in excess of eight (8) hours in a work day. However, a PCO Trainer may voluntarily agree to continue training for an additional four (4) hours beyond the eight (8) hours in a work day.
- (d) An employee who is designated by the Police Department as a PCO Trainer who furnishes training for a Police Communications Operator I as described in (a) above shall receive a training allowance of ten dollars and fifty cents (\$10.50) for performing four (4) hours of actual training.
- (e) An employee who is designated by the Police Department as a PCO Trainer who furnishes training for a Police Communications Operator II as described in (a) above shall receive a training allowance of twelve (\$12.00) for performing four (4) hours of actual training.
- (f) Payment of the Training Allowance will be for a period not to exceed nine hundred and twelve (912) hours of On-the-Job-Training for Police Communications Operator II and may not exceed one hundred and ninety-two (192) hours of On-the-Job-Training for a Police Communications Operator I.

### **Section 19.4 – Automotive Service Excellence (A.S.E.)**

An employee shall receive payment for the cost of each examination that the employee successfully completes after July 1, 2004, in the A.S.E. Automobile Technician Certification Series, the Master Certified Medium/Heavy Truck Technicians Test Series and the Master Certified Emissions Test Series, provided the certification was 1) required by his/her job responsibilities; 2) directly related to the employee's job duties; or 3) was taken in the process of obtaining a master's certification directly related to the employee's job.

In addition, employees who achieve or who have an A.S.E. Certification as a Master Certified Technician in Automobile, a Master Certified Medium/Heavy Truck Technician, and/or a Master Certified Emissions Technician during the term of this Agreement shall receive a one-time payment of \$500, provided that the achievement of the A.S.E. Certification is directly related to the employee's job duties.

### **Section 19.5 – Training Allowance: Fire Communications Operators**

An employee recognized by the Fire Department as a Training Operator who is properly assigned to and actually furnishes training to a probationary Fire Communications Operator or training to a Fire Communications Operator that needs remedial training, shall receive a training allowance of two dollars and seventy-five cents (\$2.75) per hour for a maximum of fourteen (14) hours per shift.



**Section 19.6 – Training Allowance: Sheriffs Communications Operators**

An employee recognized by the Sheriff as a Trainer, who is properly assigned to and actually furnishes training to a probationary Sheriffs Communications Operator or training to a Sheriffs Communications Operator that needs remedial training, shall receive a training allowance of two dollars and seventy-five cents (\$2.75) per hour for a maximum of eight (8) hours per shift.

Payment of the training allowance will be for a period not to exceed five hundred and twenty-eight (528) hours of on-the-job training for each new hire.

**Section 19.7 – Training Allowance: Animal Control Officers**

An employee recognized by the Police Department as a Field Training Officer who is properly assigned to and actually furnishes training to a probationary Animal Control Officer shall receive a training allowance of twenty-four dollars (\$24.00) per day.

**Article 20**  
**Duration of Agreement**

**Section 20.1 – Effective Period**

This Agreement shall become effective as of July 1, 2023, and shall continue in full force and effect until June 30, 2024. Thereafter, it shall be self-renewing for one-year periods, unless written notice of intention to terminate or modify the Agreement is given by either party (County or Union) to the other not later than January 15<sup>th</sup> of any calendar year.

Union expressly acknowledges and agrees that legislation will be necessary to implement this Agreement. Union agrees that changes in legislation consistent with the terms of this Agreement are deemed effective as of the effective date of this Agreement or as otherwise agreed to by the parties herein.

**Section 20.2 – Amendments**

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

**Section 20.3 – 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.

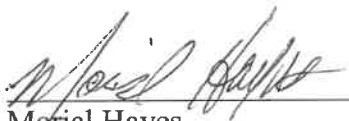
**Section 20.4 – Entire Agreement**

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


IN WITNESS WHEREOF, County and Union have caused their names to be subscribed hereto by their duly authorized officers and representatives this 10<sup>th</sup> day of June, 2023.

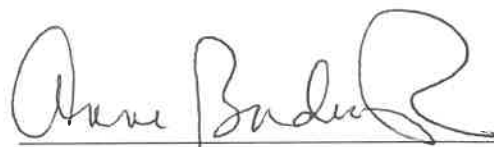
**Local 582 of American Federation Of State,  
County And Municipal Employees,  
AFL-CIO,  
A/W Maryland Public Employees'  
Council 67**

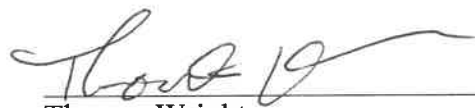
**Anne Arundel County, Maryland**


  
Morial Hayes  
Maryland Public Employees  
Council 67

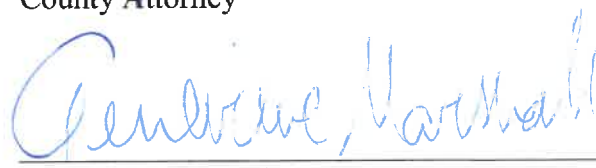
  
Steuart Pittman  
County Executive

  
Kevin Nethers  
President – AFSCME, Local 582

  
Anne Budowski  
Personnel Officer

  
Thomas Wright  
Vice-President – AFSCME, Local 582

  
Gregory Swain  
County Attorney

  
Genevieve Marshall  
Senior Assistant County Attorney

**Appendix I**  
**Memorandum Of Agreement**  
**Between**  
**Anne Arundel County**  
**(Maryland)**  
**And**  
**Local 582**  
**American Federation Of State, County And Municipal Employees**  
**AFL-CIO**  
**(Affiliated with Maryland Public Employee's Council 67)**

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Animal Care Attendant I	Instrumentation Technician III	Traffic Analyst I
Animal Care Attendant II	Laboratory Technician	Traffic Analyst II
Animal Control Officer	License Inspector	Traffic Maintenance Technician
Animal Control Technician	Maintenance Worker I	Traffic Signal Technician
Assistant Water Plant Operator	Maintenance Worker II	Tree Crew Worker
Automotive Machinist	Mason	Utilities Emergency Response Technician
Automotive Mechanic I	Mechanical Inspector	Utilities Line Marking Technician
Automotive Mechanic II	Mechanical Technician I	Utilities Maintenance Crew Leader
Automotive Mechanic III	Mechanical Technician II	Utilities Mechanic II
Automotive Service Worker	Meter Technician I	Utilities Repair Crew Leader
Building Inspector	Meter Technician II	Utilities Special Crew Leader
Construction Code Inspector	Meter Technician III	Utilities Support Worker I
Construction Inspector	Park Maintenance Foreman	Utilities Support Worker II
Custodial Worker	Plumbing Inspector	Utilities Systems Technician I
Electrical Inspector	Police Communications Operator I	Utilities Systems Technician II
Electrical Technician I	Police Communications Operator II	Utilities Systems Technician III
Electrical Technician II	Public Services Dispatcher	Vacuum Rodder Operator
Electrical Technician III	Roads Maintenance Crew Leader	Water/Wastewater Systems Technician I
Environmental Control Inspector	Senior Automotive Mechanic	Water/Wastewater Systems Technician II
Environmental Technician	Senior Electrical Technician	Water/Wastewater Systems Technician III
Equipment Operator I	Senior Equipment Operator	Welder
Equipment Operator II	Senior Generator Technician	
Equipment Operator III	Senior Facilities Maintenance Mechanic	
Facilities Attendant	Senior Instrumentation Technician	
Facilities Maintenance Mechanic I	Senior Mechanical Technician	
Facilities Maintenance Mechanic II	Senior Wastewater Plant Operator	
Facilities Maintenance Mechanic III	Senior Water Plant Operator	
Field Services Representative	Sheriff's Communications Operator	
Fire Communications Operator I	Sign Fabricator	
Fire Communications Operator II	Solid Waste Collection Inspector	
Fire Inspector	Solid Waste Mechanic	
Generator Technician I	Solid Waste Scale House Operator	
Generator Technician II	Storekeeper I	
Generator Technician III	Storekeeper II	
Horticulturist I	Survey Field Technician I	
Instrumentation Technician I	Survey Field Technician II	
Instrumentation Technician II		

**Appendix II**

**Memorandum Of Agreement  
Between  
Anne Arundel County  
(Maryland)  
And  
Local 582  
Of The  
American Federation Of State, County And Municipal Employees  
AFL-CIO  
(Affiliated with Maryland Public Employees' Council 67)**

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**Anne Arundel County  
Step I Grievance Documentation Form**

(please print all information unless otherwise requested)

**Grievant's Name:** \_\_\_\_\_

**Union's Name & Local #:** \_\_\_\_\_

**Grievance Issue(s):** \_\_\_\_\_

**Management Representative**

**Who Received Grievance:** \_\_\_\_\_

**Date of Step I**

**Meeting/Hearing:** \_\_\_\_\_

**By their signatures on this form, the involved individuals acknowledge that a Step I grievance meeting/hearing was, in fact, conducted on the above-listed date (as required by the current Memorandum of Agreement between the Union and Anne Arundel County).**

**The completion of this form does not relieve the Management Representative of his/her responsibility to issue a timely response to the instant grievance.**

**Signed By:**

**Signed By:**

\_\_\_\_\_  
**Grievant (Date)**

\_\_\_\_\_  
**Management Representative (Date)**

\_\_\_\_\_  
**Union Representative (Date)**

**Appendix III  
LM Pay Schedule A**

**July 1, 2023\***

<b>GRADE</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>LM-1</b>	\$ 15.04	\$23.34
<b>LM-2</b>	\$ 15.78	\$24.56
<b>LM-3</b>	\$ 16.58	\$25.75
<b>LM-4</b>	\$ 17.41	\$27.07
<b>LM-5</b>	\$ 18.28	\$28.41
<b>LM-6</b>	\$ 19.19	\$29.86
<b>LM-7</b>	\$ 20.15	\$31.37
<b>LM-8</b>	\$ 21.16	\$32.97
<b>LM-9</b>	\$ 22.22	\$34.61
<b>LM-10</b>	\$ 23.33	\$36.37
<b>LM-11</b>	\$ 24.50	\$38.24
<b>LM-12</b>	\$ 25.73	\$40.15

**\* This pay schedule is effective the first full pay period on or after  
July 1, 2023.**

**FW  
Pay Schedule A\***

Grade	Base	Skill 1	Skill 2	Skill 3	Skill 4	Skill 5
FW-01 (Water/Wastewater Technician I)	\$43,139	\$46,238	\$47,778	\$49,546	\$51,251	\$52,998
Mechanical Tech I	\$20.74	\$22.23	\$22.97	\$23.82	\$24.64	\$25.48
Generator Tech I						
Instrumentation Tech I						
Electrical Tech I						
FW-02 (Water/Wastewater Technician II)	\$58,323	\$61,194	\$64,334	\$67,579	\$70,886	\$81,827
Mechanical Tech II	\$28.04	\$29.42	\$30.93	\$32.49	\$34.08	\$39.34
Generator Tech II						
Instrumentation Tech II						
Electrical Tech II						
FW-03 (Water/Wastewater Technician III)	\$89,232	\$93,746	\$93,746	\$93,746	\$93,746	\$93,746
Senior Mechanical Tech	\$42.90	\$45.07				
Generator Tech III						
Instrumentation Tech III						
Electrical Tech III						
FW-04 Senior Instrumentation Tech	\$98,467	\$98,467	\$98,467	\$98,467	\$98,467	\$98,467
Tech	\$47.34	\$47.34	\$47.34	\$47.34	\$47.34	\$47.34
Senior Generator Tech						
Senior Electrical Tech						

**\*This pay schedule is effective the first full pay period on or after July 1, 2023.**

**FW  
Pay Schedule B\*\***

FW-01	<b>Grade</b> (Water/Wastewater Technician I) Mechanical Tech I Generator Tech I Instrumentation Tech I Electrical Tech I	Annual	<b>Base</b>	<b>Skill 1</b>	<b>Skill 2</b>	<b>Skill 3</b>	<b>Skill 4</b>	<b>Skill 5</b>
		Hourly	\$43,992 \$21.15	\$47,154 \$22.67	\$48,734 \$23.43	\$50,544 \$24.30	\$52,270 \$25.13	\$54,059 \$25.99
FW-02	(Water/Wastewater Technician II) Mechanical Tech II Generator Tech II Instrumentation Tech II Electrical Tech II	Annual	<b>Base</b>	<b>Skill 6</b>	<b>Skill 7</b>	<b>Skill 8</b>	<b>Skill 9</b>	<b>Skill 10</b>
		Hourly	\$59,488 \$28.60	\$62,421 \$30.01	\$65,624 \$31.55	\$68,931 \$33.14	\$72,301 \$34.76	\$83,470 \$40.13
FW-03	(Water/Wastewater Technician III) Senior Mechanical Tech Generator Tech III Instrumentation Tech III Electrical Tech III	Annual	<b>Skill 11</b>	<b>Skill 12</b>				
		Hourly	\$91,021 \$43.76	\$95,618 \$45.97				
FW-04	Senior Instrumentation Tech Senior Generator Tech Senior Electrical Tech	Annual	<b>Skill 13</b>					
		Hourly	\$100,443 \$48.29					

**\*\*This pay schedule is effective the first full pay period on or after January 1, 2024.**

APPENDIX IV



MARYLAND  
Anne Arundel County Government

Office of Personnel  
Post Office Box 6875 - MS 9101  
Annapolis, Maryland 21401

June 28, 2002

Mr. Michael Akers, President  
AFSCME Local 582  
7320 Ritchie Highway  
Glen Burnie, Maryland 21061

Dear Mr. Akers:

Section 18.6 of the Memorandum of Agreement between Anne Arundel County and AFSCME, Local 582 provides for the continuation of the "EXCEL" Program, which began as a pilot project in Fiscal Year 1998. The purpose of this letter is to memorialize the terms of the agreement reached between Anne Arundel County and AFSCME, Local 582 regarding the components of the Program and the classification and compensation elements of the Program. It is considered a "Side Letter" to the Memorandum of Agreement. References to the Competitive Excellence Rollout Plan refer to the document so named and distributed in May 2001. Only those specific provisions enumerated herein are incorporated as part of the parties' agreement.

AFSCME 582 employees who have joined and remain in the EXCEL Program as described in the Competitive Excellence Rollout Plan and in Appendix V of the current Memorandum of Agreement shall be known as "Flexible Workers" for the purpose of this Program and this Side Letter agreement. Flexible Workers will be subject to the provisions agreed to by the County and the Union and contained in this Agreement, as well as, all County, State and Federal laws regarding employment.

An employee may choose or not choose to participate in the Flexible Worker Program. If an employee chooses not to participate in the Flexible Worker Program, this, in and of itself, will not change the employee's classification or compensation, nor be the determining factor for continuing employment with the County. All provisions of the Memorandum of Agreement shall apply to an employee who chooses not to participate in the Flexible Worker Program.

Elements of the Program

**I. Steering Team:**

A Steering Team will be established which will be composed of fifty percent (50%) union members and fifty percent (50%) management employees. AFSCME Local 582 shall select union members for representation on the Steering Team. Management employees on the Steering Team shall be selected by the Deputy Director of the Bureau of Utility Operations, Department of Public Works. The Steering Team shall set the broad vision necessary to achieve the objectives of the EXCEL Program as described in the Competitive Excellence Rollout Plan document. Management will continue to be responsible for decisions that affect the safe and efficient



operation and regulatory responsibility of the Bureau of Utility Operations, Department of Public Works. All management and union functions and rights are retained pursuant to the parties' Memorandum of Agreement.

## II. Work Team Selection:

For those Work Teams not already established as of the date of this Side Letter agreement, team selection will be in accordance with Section 6, "Team Member Selection Process," of the Competitive Excellence Rollout Plan document.

## III. Flexible Worker Class Series:

The class titles and specifications for the Flexible Worker positions will be Water/Wastewater Systems Technician I, Water/Wastewater Systems Technician II, and Water/Wastewater Systems Technician III. These three classes will comprise the Flexible Worker Class Series. Flexible Workers participating in the EXCEL Program will become skilled workers in these classifications after completing a certification process. This classification series is a modified, skill-based, structured pay system, designed to compensate employees for the acquisition of greater skills for which they have been trained and are then certified.

## IV. Compensation Plan

Flexible Workers will receive incremental pay increases after the Department of Public Works certifies that the Flexible Worker is fully competent to independently perform various skills

There are twelve skill blocks with incremental pay increases that a Flexible Worker may master. Each class title has a set number of skill blocks assigned as follows:

- Water/Wastewater Systems Technician I (WT-1) - 5 skill blocks
- Water/Wastewater Systems Technician II (WT-2) - WT-2 base plus 5 skill blocks
- Water/Wastewater Systems Technician III (WT-3) - 2 skill blocks

The skill blocks are linked to the Flexible Worker Pay Scale which is attached to this letter and described below, and the Pay Scale shall be used only to compensate Flexible Workers in the Water/Wastewater Systems Technician class series.

The Flexible Worker Pay Scale provides for movement through the Scale based on acquisition of skills and certifications. It is designed to compensate Flexible Workers in the EXCEL Program on the basis of the number of skill blocks for which the employee becomes certified as fully competent. It is the number of skills learned, demonstrated skill competency, and certification, by means of the certification process, which will determine a Flexible Worker's rate of pay.

### A. Compensation for Current Employees:

Current employees who volunteer to participate in the EXCEL Program will be placed on the Flexible Worker Pay Scale under the following conditions:

1. Employees whose current pay is above the base pay of the attached Flexible Worker Pay Scale will not be placed on the Flexible Worker Pay Scale until they achieve the skill blocks necessary to earn a pay rate on the Flexible Worker Pay Scale that is at

least equal to or greater than their current pay rate. Employees whose current pay is above the WT-1 Base wage and who meet the minimum qualifications for the Water/Wastewater Systems Technician I/II/III, but who have not yet achieved the number of skills necessary to receive pay under the Flexible Worker Pay Scale, will remain classified and compensated in their current county classification title and pay rate until they have obtained a sufficient number of skill blocks through the certification process to place them on the pay scale and will be entitled to the pay provisions as outlined in the current Memorandum of Agreement.

*Example: Employee currently makes \$19.47/hour (excluding longevity). In order to be placed on the scale, the employee would need to obtain Skill 1 through Skill 9 for a wage rate of \$19.82.*

2. Employees who are not eligible to be placed on the Flexible Worker Pay Scale immediately, will receive incentive pay under the Incentive Bonus Program as follows:
  - An employee's current wage at the time he/she becomes eligible for the Incentive Bonus Program will determine the number of movements necessary to be placed on the scale.
  - The number of movements will then be multiplied by \$240 to determine the incentive pay amount.
  - An employee will receive one third of the incentive pay upon obtaining the first skill and two-thirds of the incentive pay upon placement on the scale.
  - The Incentive Bonus Plan will be effective on the date this side letter is fully executed by the parties.

*Example: Employee currently makes \$19.47/hour (excluding longevity). In order to be placed on the scale, the employee would need to obtain Skill 1 through Skill 9 for a wage rate of \$19.82. Skill 9 requires 10 movements on the scale (9 skills and WT-2 Base). Ten movements times \$240 equals \$2400. Employee would receive one-third or an \$800 one-time incentive pay upon certification for first skill. Employee would receive the balance or a \$1600 one-time incentive pay upon certification for Skill 9 and placement on the scale.*

3. Employees whose current pay and certified skill level permit immediate placement on the pay scale will be placed on the scale as follows:
  - Any employee below or at the WT-1 Base level will be placed at the WT-1 Base wage assuming he/she meets the minimum qualifications.
  - After being certified for the first skill, employees at the WT-1 Base pay rate will be entitled to Skill 1 pay rate.

**B. Compensation Plan For Newly Hired Employees:**

For new County employees selected for hire from a certification list established for Water/Wastewater Systems Technician I, the Pay Scale shall be implemented as follows:

1. The newly hired employee will be placed at the WT-1 Base pay rate.
2. When the employee is certified for his/her first skill, he/she will be entitled to receive pay at the Skill 1 rate.

Newly hired employees will be required to serve the normal probationary period as defined by the County Code, County Policies, and the Memorandum of Agreement.

#### V. Other Conditions and Rules of the Program:

1. Skills for each Flexible Worker level can be obtained in any order that the employee selects.
2. All participants are required to be certified for all skills regardless of past experience. Verified self-assessments of a skill are permitted in accordance with the Personal Qualifications Standard Manual or any subsequent revisions or addenda to the Personal Qualifications Standard Manual.
3. Movement from WT-1, Skill 5 to WT-2 Base will require a comprehensive oral, written and/or practical test in addition to the achievement of a passing score on the Maryland Department of the Environment licensing test.
4. Movement from WT-2, Skill 10 to WT-3, Skill 11 will require a comprehensive oral, written and/or practical test in addition to the possession of a valid permanent Maryland Department of the Environment license.
5. At any time before the time the employee is placed on the Flexible Worker Pay Scale, he/she may voluntarily withdraw from the EXCEL Program and remain in his/her current classification provided that the employee will continue to participate in the EXCEL Program as a team member, working in a team environment.
6. Once an employee is placed on the Flexible Worker Pay Scale, he/she may not voluntarily withdraw from the EXCEL Program to return to his/her former classification except through the normal competitive process in accord with Article 8, Section 1-106 of the Anne Arundel County Code and Article 8, Section 8.4 of the Memorandum of Agreement.
7. While it is hoped additional skills will be achieved through this Program, once qualified by skill acquisition and placed on the scale, the employee will remain at that Skill Level, and be expected to readily perform at that level.
8. A current employee who fails to obtain certification for Skill 5 at the Flexible Worker I level by July 1, 2003, for Wastewater Operations, and a current employee who fails to obtain certification for Skill 5 at the Flexible Worker I level one year from the date of creation of the certification criteria for Water Operations, will render the employee ineligible for Flexible Worker status. Individuals who are making satisfactory progress toward completing the Flexible Worker 1 skills, but are having difficulty attaining the skills required within the allotted time frame, may be given an extension on a case by case basis. An ineligible employee will be placed or remain, whichever applies, in the former classification he/she held prior to joining the EXCEL Program and would be entitled to the pay provisions as outlined in the Memorandum of Agreement for employees who are not in the EXCEL Program and will

continue to be subject to all other provisions of the Memorandum of Agreement, County, State and Federal Laws regarding employment.

9. If County determines overtime work is required, distribution of overtime assignment within the Team will be managed in accordance with the Memorandum of Agreement.
10. The County and the Union agree to form facilitated team(s) for the purpose of recommending a career path for certain specialists' positions in Water and Wastewater Maintenance. The goal of the team(s) will be to prepare recommendations for a career path to be submitted to the Steering Team by January 15, 2003.

## VI. Training Allowances

### A. On-the-Job (OJT) Training Allowance

1. An employee who is not in the EXCEL Flexible Worker Program, but conducts formalized on-the-job training for Flexible Workers in the areas of electrical, instrumentation, laboratory, mechanical, and emergency power may be designated by the Department of Public Works as an EXCEL OJT Trainer.
2. A designated EXCEL OJT Trainer is responsible for providing formal on-the-job training to Flexible Workers who have completed classroom training.
3. An employee who is designated by the Department of Public Works as an EXCEL OJT Trainer as described in A1 above shall receive a training allowance of eight dollars (\$8.00) for performing up to four (4) hours of actual training.
4. An employee who is designated by the Department of Public Works as an EXCEL OJT Trainer as described in A1 above shall receive a training allowance of sixteen dollars (\$16.00) for performing up to eight (8) hours of actual training.

### B. Classroom Training Allowance

1. Any employee who conducts formal classroom training to Bureau of Utility Operations Employees may be designated by the Department of Public Works as a Certified EXCEL Classroom Trainer.
2. A Certified EXCEL Classroom Trainer is responsible for conducting formal classroom training to Bureau of Utility Operations' employees in accordance with the Bureau of Utility Operations Training Policies which became effective on February 6, 2002.
3. An employee who is designated by the Department of Public Works as a Certified EXCEL Classroom Trainer as described in B1 shall receive a training allowance of sixteen dollars (\$16.00) for performing up to four (4) hours of actual training.
4. An employee who is designated by the Department of Public Works as a Certified EXCEL Classroom Trainer as described in B1 shall receive a training allowance of thirty-two dollars (\$32.00) for performing up to eight hours of actual training.

- C. Employees who are assigned to restricted duty and are performing On the Job Training or Classroom Training in lieu of their regular job duties are not eligible for any training allowances.

This letter sets forth the understanding of Anne Arundel County and the American Federation of State, County and Municipal Employees, Local 582, with regard to the implementation of the EXCEL Program and is to be considered a side letter to the parties' current Agreement. The County agrees to introduce and support legislation to effect the classification and compensation changes as described herein promptly after the execution of this side letter. It is understood that to the extent that there may be substantive changes proposed that have not been addressed herein, additional side letters to the Agreement may be required.

Sincerely,



Mark M. Atkisson  
Director of Personnel and Administration

Approved as to Form and Legal Sufficiency




Anne Arundel County Office of Law

Accepted for the Union:



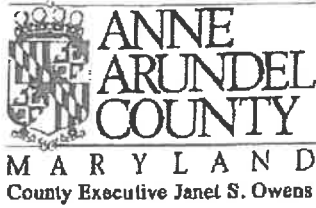
Michael Akers, President



Thomas Kelleher, Council 67 Representative

MMA/sft

cc: Janet S. Owens  
Jeffrey Austin  
Julie Sweeney  
Ronald Bowen  
Michael Bonk  
Karen Henry  
Patricia Hopkins  
Betty Brown  
Anna Baran



# Office of Personnel

Mark M. Atkisson, Personnel Officer

Post Office Box 6675  
Annapolis, Maryland 21401

May 18, 2006

R. Michael Akers  
AFSCME, Local 582  
7320 Ritchie Highway  
Glen Burnie, Maryland 21061

Dear Mr. Akers:

This letter memorializes the terms of the agreement reached between Anne Arundel County and the American Federation of State, County and Municipal Employees, Local 582, regarding the components and implementation of a Maintenance Career Path Program in the Department of Public Works. This Letter of Understanding is a part of, and subject to the terms of, the Memorandum of Agreement dated July 1, 2004 to June 30, 2007 between Anne Arundel County, Maryland and the American Federation of State, County and Municipal Employees, Local 582.

A. The Elements of the Maintenance Career Path Program are to:

1. Create a non-competitive skill based series of classifications within the Bureau of Utility Operations that permits advancement through the County's proficiency advancement procedure and increases in pay based upon the acquisition of skill sets.
2. Change the letter designation of the Flexible Worker Pay Scale from "WT" to "FW" in the Memorandum of Agreement, Letters of Understanding thereto, and the Anne Arundel County Code.
3. Amend the third full paragraph of Section IV of the Letter of Understanding of June 28, 2002, to extend the use of the Flexible Worker Pay Scale as set forth herein and as determined by the County for new employees.
4. Create pay grade FW-04 on the Flexible Worker Pay Scale. Pay Grade FW-04 is comprised of Skill Level 13, which is 5% higher than pay grade FW-03, Skill Level 12 (see attached).
5. Create four separate proficiency class series career paths with classification titles and grades as follows:

a.	Mechanical Technician I	FW-01
	Mechanical Technician II	FW-02
	Senior Mechanical Technician	FW-03
b.	Generator Technician I	FW-01
	Generator Technician II	FW-02
	Generator Technician III	FW-03
	Senior Generator Technician	FW-04
c.	Instrumentation Technician I	FW-01
	Instrumentation Technician II	FW-02

	Instrumentation Technician III	FW-03
	Senior Instrumentation Technician	FW-04
d.	Electrical Technician I	FW-01
	Electrical Technician II	FW-02
	Electrical Technician III	FW-03
	Senior Electrical Technician	FW-04

B. Maintenance Career Path Qualification Process for Current Employees

1. Transfer on to the Flexible Workers Pay Schedule through participation in the Maintenance Career Path Program is voluntary for current employees.
2. Designated Maintenance Career Path positions are as follows:

<u>Position Title</u>	<u>PSC#</u>
Diesel Generator Mechanic	60830
Diesel Generator Mechanic	66620
Diesel Generator Mechanic	66630
Diesel Generator Mechanic	64090
Pumping Station Operator	65980
Trades Helper	60900
Trades Helper	61000
Trades Helper	60640
Trades Helper	69120
Trades Helper	64970
Trades Helper	60720
Trades Helper	64890
Utility Electrical Tech	66600
Utility Electrical Tech	66660
Utility Electrical Tech	60300
Utility Electrical Tech	68640
Utility Electrical Tech	60540
Utility Electrical Tech	61430
Utility Electrical Tech	60920
Utility Electrical Tech	60940
Utility Electrical Tech	60650
Utility Electrical Tech	68630
Utility Electrician	60140
Utility Electrician	64270
Utility Electrician	60980
Utility Instrumentation Tech	67140
Utility Instrumentation Tech	65870
Utility Instrumentation Tech	64240
Utility Instrumentation Tech	61510
Utility Instrumentation Tech	60260
Utility Instrumentation Tech	66650
Utility Mechanic I	62920
Utility Mechanic I	61090
Utility Mechanic II	61410
Utility Mechanic II	61420
Utility Mechanic II	66310
Utility Mechanic II	61450
Utility Mechanic II	61630
Utility Mechanic II	66790

Utility Mechanic II	60620
Utility Mechanic II	65020
Utility Mechanic III	64200
Utility Mechanic III	61600
Maintenance Crew Leader (Reclassification in process)	62210
Trades Helper (Reclassification in process)	64160

3. Employees holding positions listed in B.2 will be given an initial 30-day enrollment period to volunteer for the Maintenance Career Path Program.
  - a. For the Pumping Station Operator position and the seven (7) Trades Helper positions as identified in B.2, eligibility for participation will be determined by a review of the employee's current job duties and skill levels compared to the job duties and skill requirements of FW-1, Skill 1 through Skill 5 to ensure that the tasks performed by employees in their current assignment require all five (5) of those skills. This determination will be made by the County prior to the initial 30-day enrollment period. Once it is determined if current job duties match the FW-1, Skill 1 through Skill 5, the employees occupying matching positions will be permitted to volunteer to transfer on to the Flexible Worker Schedule during the initial enrollment period and will follow the same rules that apply to all other positions listed in B.2.
  - b. For employees in all other positions listed in B.2 that wish to volunteer for the Maintenance Career Path, Team Managers and other qualified certifiers will determine through performance testing, resume verification, and other assessment means if the employee has any skill deficiencies for all skill levels up to and including the FW pay scale point of entry. An employee will be informed of his/her skill deficiencies prior to the initial 30-day enrollment period.
  
4. Volunteering employees will be non-competitively transferred to a classification within the appropriate proficiency series/Maintenance Career Path listed in A.3 on the FW pay scale at the pay that is closest to, but not less than, their current pay.
  - a. The employee will sign an agreement documenting the transfer in classification to the Maintenance Career Path and the employee's entry on to the FW pay scale (see attachment). Per this Agreement, any requirements are to be completed within one year of entering the FW pay scale. Two calendar ninety-day extension periods are provided to each employee who does not complete the necessary missing requirements within one year of entering the FW pay scale. Employees must satisfactorily complete all of the knowledge and skill requirements set forth on the Maintenance Career Path Agreement as it exists at the time the employee signs the Maintenance Career Path Agreement.
  - b. After the employee has satisfactorily completed all of the knowledge and skill requirements set forth on the Maintenance Career Path Agreement as described in B.4.a above and has successfully completed the certification requirements as described in Section C below for those same knowledge and skill requirements, he/she is eligible to proceed and advance through the Maintenance Career Path skill sets of their class series in accordance with Section C below.
  - c. If an employee has not completed the needed requirements from transitioning into the Maintenance Career Path within the one year and the two calendar ninety-day extension periods, his/her pay will be reduced by the number of incomplete skill sets up to a limit of 15 percent. The employee will be retained in the Maintenance Career Path Program but at a lower FW pay rate or classification commensurate with the appropriate skill and knowledge the individual possesses.



5. The Maintenance Career Path Program enrollment period may be extended or re-opened at the County's discretion.

C. Certification Process

1. To advance through the pay rates of the Flexible Worker Schedule and the classifications of his or her proficiency class series/Maintenance Career Path, employees must satisfactorily complete all of the knowledge and skill requirements of each ascending skill set that is listed on the Skill Set Qualifications Forms currently in place or as amended.
2. After an employee successfully completes the licensing, knowledge, and skill requirements listed on the Skill Set Qualifications Form currently in place or as amended for a skill set and the employee's Team Manager has endorsed that the employee is prepared to be board certified in that skill set, he/she is assessed, examined and certified for the Skill Set by a Skill Set Certification Board composed of managers, employees, and/or subject matter experts designated to certify knowledge and skill requirements in that specific skill set.
3. An employee may be reclassified to the next higher level classification within a proficiency class series/Maintenance Career Path in accordance with the Anne Arundel County Code and the Office of Personnel policies and procedures.
4. If an employee fails the Skill Set Certification Examination, retesting cannot occur earlier than 30 days from the date of failure.
5. Requests for appearance before a Skill Set Certification Board may be made when all of the following conditions have been met:
  - a. Successful completion of all license or certificate requirements;
  - b. Successful completion of all knowledge requirements;
  - c. Successful completion of all skill requirements; and
  - d. Endorsement by the employee's Team Manager that the employee is prepared to appear before the Board.
6. Employees in the Maintenance Career Path are required to maintain certified skills and knowledge.

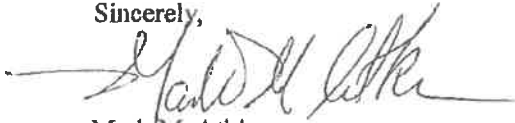
D. Compensation

1. After placement on the FW pay scale, completion of each ascending Skill Set in the career path as described in Section C above will result in a pay increase. Pay raises associated with successfully completing the skill set certification process are effective the first day of the pay period closest to the date that the employee successfully completes the Skill Set Certification Test that is administered by the Skill Set Certification Board.
2. An employee successfully completing some or all of a higher skill set will not receive a pay increase until he/she has satisfactorily completed the requirements of all lower skill sets.
3. In order to move from one classification to the next higher classification, an employee must complete the requirements of D.1 and D.2 and be reclassified within a proficiency class series/Maintenance Career Path in accordance with the Anne Arundel County Code and the Office of Personnel policies and procedures.
4. A \$1,000.00 certification allowance will be paid one time, and will not be added to an employee's base pay, as an incentive to current employees occupying the positions listed in B.2 on the closest pay period after all of the following conditions are met:
  - a. The employee volunteers to transfer into a proficiency class series/Maintenance Career Path classification on the FW pay schedule during the initial 30-day enrollment period;

- b. The employee is transferred on to the FW pay scale at a higher pay level than his/her pay level prior to placement; and
- c. The employee is certified in all of the Maintenance Career Path skills up to and including the skill at the placement pay level on the FW scale.

The County agrees to introduce and support legislation to effect the classification and compensation changes as described herein promptly after the execution of this Letter of Understanding. The items set forth in this Letter of Understanding are contingent upon any legislative action (including funding) needed to implement its provisions. It is understood that to the extent that there may be substantive changes proposed that have not been addressed herein, additional Letters of Understanding to the Agreement may be required.

Sincerely,



Mark M. Atkisson  
Personnel Officer

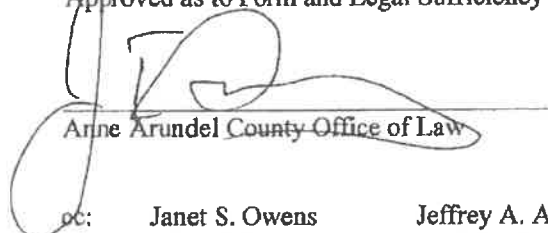
MMA/sft

Accepted for the Union:

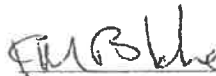


R. Michael Akers, President  
AFSCME, Local 582

Approved as to Form and Legal Sufficiency



Arne Arundel County Office of Law



Kory M. Blake  
Council 67 Representative

cc: Janet S. Owens  
Ronald Bowen  
Michael Bonk  
Karen Henry

Jeffrey A. Austin  
John P. O'Connor  
Julie T. Sweeney

Patricia Hopkins  
Anna D. Baran  
Sarah Wilson

Melissa Young  
Jackie Storm  
Joan Ott

## Attachment

### Bureau of Utility Operations Maintenance Career Path Agreement

Employee Name:	Day Phone #:
Current Job Title:	FW Scale Entry Skill Set:
Supervisor Name:	
Maintenance Career Path:	
<input type="checkbox"/> Generator Mechanic <input type="checkbox"/> Mechanical <input type="checkbox"/> Electrical <input type="checkbox"/> Instrumentation	

**I understand that I must obtain the following skill and/or knowledge elements within one year of transfer on to the Flexible Worker Pay Scale:**

Skill Set #	Element #	Element Description	Training Class Required (if applicable)

Supervisor Comments: \_\_\_\_\_

**All Maintenance Career Path Participants**

I, the undersigned, willingly volunteer to participate in the Maintenance Career Path Program. I understand the County will provide every reasonable work opportunity and request training allocations for me to complete the identified skill sets within one year of signing this Agreement.

I understand I am required to obtain the skill and knowledge elements identified in this Agreement within one year of signing this Agreement. A review of my skill and knowledge elements will be made upon completion of the skill and knowledge elements, but no later than one-year from the date this Agreement is signed to determine the status of my skill and knowledge.

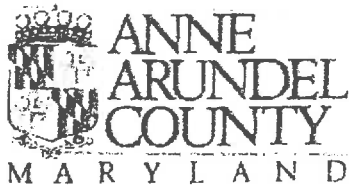
I understand that if I have not completed the identified requirements within one year, two ninety-day calendar extension periods will be provided to complete the necessary missing requirements. I understand that if I have not completed the identified requirements within the one year and the two calendar ninety-day extension periods from the date this Agreement is signed, I will remain in the Maintenance Career Path Program, but my pay will be reduced by the number of incomplete skill sets up to a limit of 15% of my pay on the FW pay scale.

**Employee Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Supervisor Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

The following table identifies the maximum pay cut I could receive if I am unable to certify in the elements identified on page 1 of this agreement.

# Of Required Skill Sets Not Completed By Date Of This MOA	Pay Cut %



County Executive Steven Schuh

Post Office Box 6675  
Annapolis, Maryland 21401

APPENDIX VI

# Office of Personnel

Andrea M. Rhodes, Personnel Officer

June 3, 2016

R. Michael Akers, President  
AFSCME, Local 582  
7320 Ritchie Highway  
Glen Burnie, MD 21061

Dear Mr. Akers:

The purpose of this letter is to memorialize the terms of the agreement reached between Anne Arundel County (County) and the American Federation of State, County and Municipal Employees, Local 582 (Union), regarding Section 10.17 of the Memorandum of Agreement between County and the Union.

The County and Union have agreed that the determination of an employee's pay rate for a voluntary demotion will be made on a case by case basis by the Appointing Authority and the Personnel Officer. It is further agreed that an employee's pay rate may be reduced upon a competitive or non-competitive demotion.

Employees shall be notified prior to accepting a new position if a voluntary demotion will result in a reduction in pay rate.

Sincerely,

Andrea M. Rhodes  
Personnel Officer

In Agreement:

R. Michael Akers  
President, AFSCME, Local 582

APPROVED FOR FORM AND  
LEGAL SUFFICIENCY:

  
Office of Law

Cc: Susan Herrold