

Memorandum Of Agreement

Between



And

Teamsters Union Local 355

Police Communications Operator III & IV

July 1, 2023 – June 30, 2024

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**Memorandum of Agreement
Between
Anne Arundel County
(Maryland)
And The
Teamsters Union Local 355
Police Communications Operator III & IV**

This Memorandum of Agreement is made and entered into by Anne Arundel County, Maryland (hereinafter referred to as County) and Teamsters Union Local 355, Anne Arundel County Police Communications Operator III & IV (hereinafter referred to as Union).

Preamble

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

Witnesseth

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

**Article 1
Recognition and Unit**

Section 1.1 – Recognition

County recognizes Union as the exclusive bargaining representative of the classifications listed in Section 1.2 of this Agreement for the purpose of collectively negotiating wages, hours, working conditions and other terms of employment with County pursuant to §6-4-108 of the Anne Arundel County Code (hereinafter referred to as the County Code).

Section 1.2 – Unit Description

- (a) **Current Classifications.** The terms “employee” and “employees” shall mean all permanent employees, i.e., “non-probationary,” occupying the following classifications: Police Communications Operator III, Police Communications Operator IV, herein referred to as PCO III, PCO IV. The terms “employee” and “employees” shall not include temporary/seasonal employees and employees employed in any other classification(s).

(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.

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, sexual orientation, disability, marital status, or political or Union affiliation.

Article 3

No Strikes or Lockouts

Section 3.1 – No Strikes or Lockouts

Neither the Union nor any employee may engage in, initiate, sponsor, support or direct a strike as that term is defined in §6-4-101(15) of the County Code or authorize, aid, condone or engage in a slowdown, work stoppage, “sick-out” or any other interference with the work and statutory functions or obligations of County for the purpose of inducing, influencing, coercing, or preventing a change in compensation or rights, privileges, obligations, or other terms and conditions of employment.

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 3.2 – Union Responsibility

Union agrees to notify its PCO Stewards and any other applicable unit 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 3.1 to return to work.

Section 3.3 – 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 4
Maintenance of Membership and Dues Deduction

Section 4.1 – Payroll Deduction Authorization

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

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

Section 4.2 – Union to Indemnify County

The Union agrees to indemnify and hold harmless the County, its agents, employees and officials from and against any claims, demands or causes of action (including but not limited to claims, etc., based on clerical or accounting errors caused by accident or unintentional mistakes), of any nature whatsoever, including reasonable attorneys' fees, asserted by any person, firm, or entity, based on or relating to any payroll deduction required or undertaken under this article.

Article 5
Management Functions

Section 5.1 – Management Functions

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

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

Article 6
Grievances

Section 6.1 – Definition of a Grievance/Appeal

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

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

Section 6.2 – Grievance/Appeal Procedure

A grievance/appeal must be raised within ten (10) work days following the event giving rise to the grievance or within ten (10) work days of the time that the employee knew or should have

known of such an event.

Grievances/appeals shall be processed as follows:

Step I

Written Grievance to Communications Manager

The grieving employee or Union shall file a written grievance with the Communications Manager of County's Police Department for grievances regarding disciplinary action suspending, reducing in rank or pay, or removing any employee in the classified service and any other action designated by law.

The Communications Manager (or his/her designated representative) shall hold a meeting with the grieving party within ten (10) work days. In the event that no resolution of the written grievance is reached during such meeting, the Communications Manager (or his/her designated representative) shall issue a written answer to the written grievance within ten (10) work days after the Step I meeting. The Step I written answer shall be sent by electronic mail. In addition, the Step I written answer shall be emailed to the Teamsters Union Local 355 representative.

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

Step II

Written Grievance/Appeal to Appointing Authority

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

The grievance/appeal may be filed by accepted business practices including in person, facsimile, electronic mail, and U.S. mail. The appealing party shall be responsible for documenting the timely filing of the written grievance/appeal at Step II.

The Step II written grievance/appeal must be signed by the grieving employee or (for grievances/appeals on behalf of more than one (1) affected employee) with the signature of an authorized Union official and the signatures of the appealing employees. With an individual employee's consent or with the consent of each employee in a group of employees for grievances/appeals filed on behalf of more than one (1) affected employee, the Union may sign the written grievance/appeal for the purposes of insuring a timely filing of the grievance/appeal.

Within ten (10) work days after receipt of the written grievance/appeal, or fifteen (15) days if the grievant has requested to be represented by Counsel, the Appointing Authority (or his/her designated representative) shall hold a meeting with the appealing party. In the event that no resolution of the written grievance/appeal is reached during such meeting, the Appointing Authority (or his/her designated representative) shall issue a written answer to the written grievance/appeal 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 Appointing Authority (or his/her designated representative) shall issue a written response to the written grievance/appeal within ten (10) work days after the mutual agreement to

waive the Step II meeting.

The Step II written answer of the Appointing Authority (or his/her designated representative) shall be mailed by U.S. Certified Mail to the grieving party's address of record. In addition, the Step II written answer shall be emailed to the Teamsters Union Local 355 representative.

Step III
Written Appeal to Personnel Officer

If the grievance/appeal is not resolved at Step II, or if the grievance pertains to the methods of examination, certification, or preparation of eligibility lists for appointment or promotion, a written appeal shall be filed with the County's Personnel Officer, provided that such written appeal is received by the County's Personnel Officer (or his/her designated representative) within ten (10) work days after the receipt of the Step II written answer or within ten (10) work days of the time that the employee knew or should have known of the methods of examination, certification, or preparation of eligibility lists for appointment or promotion.

The grievance/appeal may be filed by accepted business practices including in person, facsimile, electronic mail, and U.S. mail. The appealing party shall be responsible for documenting the timely filing of the written appeal at Step III.

The Step III written appeal must be signed by the appealing employee or (for appeals on behalf of more than one (1) affected employee) with the signature of an authorized Union official and the signatures of the appealing employees. With an individual employee's consent or with the consent of each employee in a group of employees for grievances/appeals filed on behalf of more than one (1) affected employee, the Union may sign the written grievance/appeal for the purposes of insuring a timely filing of the grievance/appeal.

Within twenty (20) work days after receipt of the written appeal, the County's Personnel Officer (or his/her designated representative) shall hold a meeting with the appealing party. In the event that no resolution of the written appeal is reached during such meeting, the 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, the 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 the County's Personnel Officer (or his/her designated representative) shall be mailed by U.S. Certified Mail to the appealing party's address of record. In addition, the Step III written answer shall be emailed to the Teamsters Union Local 355 representative.

Step IV A
Written Appeal to Personnel Board

If the grievance/appeal is not resolved at Step III, the affected employee or Union may file a written appeal to the Personnel Board of Anne Arundel County, provided that such written appeal is received by the Personnel Board within ten (10) work days after the receipt of the Step III written answer.

The grievance/appeal may be filed by accepted business practices including in person, facsimile,

electronic mail, and U.S. mail. The appealing party shall be responsible for documenting the timely receipt of the written appeal at Step IV.

The Step IV written appeal must be signed by the appealing employee or (for appeals on behalf of more than one (1) affected employee) with the signature of an authorized Union official and the signatures of the appealing employees. With an individual employee's consent or with the consent of each employee in a group of employees for grievances/appeals filed on behalf of more than one (1) affected employee, the Union may sign the written grievance/appeal for the purposes of insuring a timely filing of the grievance/appeal.

The Personnel Board shall hold a hearing on the written appeal and shall render a final and binding decision on the grievance/appeal as soon as possible after the Step IV hearing.

The Step IV written answer of the Personnel Board shall be mailed by U.S. Certified Mail to the appealing party's address of record. In addition, the Step IV written answer shall be emailed to the Teamsters Union Local 355 representative.

Step IV B **Binding Arbitration**

Within ten (10) work days after receipt of County's Step III answer, an employee may proceed to Binding Arbitration in lieu of an appeal to the Personnel Board by complying 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. The Union shall be allowed two (2) Union Stewards and shall notify County in writing of the names of the Union Stewards.

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

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

Section 6.4 – Time Limitations

It is the intent of the parties that grievances/appeals be resolved in an informal manner at the lowest step possible. However, no grievance/appeal 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/appeal 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/appeal 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/appeal as denied and immediately appeal the grievance to the next step. The grievance/appeal will then be heard at the next step as though the previous steps had been completed.

Section 6.5 – Written Presentations

Any written grievance/appeal presented under Section 6.2 of this Article shall include the exact nature of the grievance/appeal; the facts giving rise to the grievance/appeal; the specific provisions of this Agreement or of applicable law allegedly violated; and the desired corrective action. Grievances/appeals that are not completed according to this Section will be returned to the grieving or appealing party together with oral or written direction with respect to the items that are not complete. The grieving or appealing party will then be given five (5) work days in order to return a perfected grievance/appeal. Grievances/appeals that are not perfected and returned within five (5) work days shall be deemed to be withdrawn. Solely for the purpose of determining whether a grievance/appeal was timely filed, a grievance/appeal that is perfected and returned will be deemed to have been filed as of the date of original submission.

Section 6.6 – Grievance/Appeal Meetings

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

Article 7

Discipline and Discharge

Section 7.1 – Discipline

No disciplinary action shall be taken except for just cause. Disciplinary actions for just cause shall be limited to oral reprimands, written reprimands, suspension, demotion, and discharge. Discipline must be in reasonable, proportion to the misconduct being disciplined and must take an employee's prior work and disciplinary history into account.

If it becomes necessary for supervisors to meet in private with any unit member to determine whether or not disciplinary action should be imposed against the employee, such employee shall be entitled to have a Union representative present.

Section 7.2 – Reprimands, Suspension, Demotion and Discharge

Written reprimands may be grieved and if grieved shall be processed in accordance with the procedures set forth in Article 6 (Grievance/Appeal Procedures) of this Agreement. Any grievance/appeal regarding disciplinary suspension, demotion or discharge may be submitted directly to Step II of the grievance/appeal procedure (see Section 6.2), provided that it is raised within ten (10) work days of receipt of the written notice of suspension, demotion, or discharge. Upon mutual agreement of County and Union, the Step II meeting may be waived. In such event, the Appointing Authority (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. Such grievances shall therefore be processed in accordance with the procedures set forth in Article 6 (Grievance/Appeal Procedure) of this Agreement.

Section 7.3 – Notice to Union

Disciplinary actions taken by County against a member of the bargaining unit shall be forwarded to Union. Failure to comply with this provision shall not in any way affect the discipline issued and shall not be grounds for removing the discipline from the employee's file.

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 by certified mail; and (c) layoff in excess of eighteen (18) consecutive months since the employee's last day worked for County.

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

Section 8.3 – Seniority Roster

County shall furnish Union with a seniority roster as requested, but not more than four (4) times per fiscal year.

Section 8.4 – Layoff and Recall

In the event it becomes necessary to layoff employees for lack of work or lack of funds, employees with the least seniority by classification shall be laid off first. Recall shall be in reverse order of layoff.

Employees who are slated for layoff and the Union shall be notified at least twenty (20) days prior to the effective date of any layoff.

Employees who are recalled to work shall have the recall notice sent to their last known address by certified mail and shall have seven (7) work days from the receipt of said notification, in which to notify the County of their intention to return to work. They shall return to work within twenty (20) days of receipt of said notification or they will forfeit their seniority.

Article 9 **Wages and Premiums**

Section 9.1 – Purpose of Article

The sole purpose of this Article is to provide a basis for the computation and payment of straight-time, overtime and other premium wages. County's pay practices and procedures shall be in compliance with State and Federal Wage and Hours Laws.

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, 2022.

Section 9.2 – Regular Rate

“Regular Wages” is defined as the pay for an employee’s salary rate within the pay grade assigned to that employee’s regular classification.

“Regular Rate” of pay is defined as the straight-time rate of pay per hour for an employee’s salary rate within the pay grade assigned to that employee’s regular classification.

Section 9.3 – Overtime Pay and Assignment

- (a) One and one-half (1.5) times an employee’s regular rate shall be paid 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.
- (b) For the purpose of computing overtime pay, all leave hours for which an employee is compensated by County shall be regarded as hours worked.
- (c) 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).
- (d) 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.
- (e) 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.
- (f) 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.

Section 9.4 – Compensatory Leave in Lieu of Overtime Pay

- (a) Employees covered by this Agreement 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 9.3 – Overtime Pay and Assignment, 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.
- (b) Employees may accrue no more than one hundred and two (102) hours of compensatory leave credit (representing 68 hours of overtime work). Upon attaining a balance of one hundred and two (102) 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 two (102) hours.

- (c) If an employee 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 III or IV at the time the employee receives payment. On the last pay period of the fiscal year, all unused accrued compensatory leave shall 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) If an employee ceases to be classified as a Police 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.
- (f) Upon termination of employment from Anne Arundel County government, employees 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 9.5 – Acting Out of Class Pay

- (a) Employees who have completed their probationary periods and who are temporarily assigned to work in a classification in a higher pay grade than their regular classification for a period of five (5) or more workdays shall be paid for all hours worked in such higher pay grade at either five percent (5%) above the employee's base rate of pay or the minimum rate for the higher pay grade, whichever is greater.
- (b) Acting out of class pay shall be paid only under the following conditions: (1) the position being temporarily filled is an authorized and budgeted position; (2) the position temporarily being filled is vacant or the employee occupying such position is absent from duty; (3) the acting out of class must be approved by the Appointing Authority; and (4) the employee temporarily acting out of class must meet the minimum qualifications of the position and be qualified to perform all the duties of the position to which the employee is being temporarily assigned.

Section 9.6 – Shift Differential Pay

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

Section 9.7 – Overtime Duplicating and Pyramiding

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

Section 9.8 – Wages

Pay Schedule A represents a five percent (5%) increase to the minimum and the maximum of the pay scale for each classification in the bargaining unit effective the first full pay period in July, which this year is July 6, 2023. Each employee will receive a cost of living adjustment of five percent (5%) effective July 6, 2023.

Certain employees shall also receive a pay adjustment to provide a rate of pay that is at least five percent (5%) above a Police Communications Operator II with the same years of service with Anne Arundel County Police Communications' section. This salary increase will also be effective July 6, 2023.

For those employees that will be receiving a five percent (5%) cost of living adjustment and a pay adjustment, the cost of living increase will be applied first and then the pay adjustment will be calculated on the new salary, both of these pays will be effective on July 6, 2023.

Section 9.9 – Merit Pay Advancements

- (a) Employees who achieve a satisfactory performance review shall receive merit pay advancements in accordance with Appendix I.

An employee shall progress through the pay schedule on the pay period on or after the employee's anniversary date of hire. An employee shall receive a three percent (3%) increase in pay not to exceed the maximum pay for the grade for satisfactory performance on an employee's Performance Planning and Appraisal evaluation. For Fiscal Year 2024, employees at the maximum pay for the grade who receive an overall satisfactory performance evaluation shall receive a lump sum payment of \$1,750. Lump sum amounts are not added to an employee's base pay.

An employee who receives an Overall Rating of Unsatisfactory 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. An employee who then satisfactorily meets or exceeds the standards for his/her position shall receive a merit pay advancement effective on the pay period closest to the ninety (90) day re-evaluation.

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

- (b) An employee may only grieve the Overall Unsatisfactory Rating contained in his/her Performance Planning and Appraisal. Any such grievance shall then be processed according to Article 6 (Grievance/Appeal Procedure).

The following provision shall be included on, or attached to, all Performance Planning and Appraisal Forms: "An employee who disagrees with the Overall Unsatisfactory Rating contained in this appraisal may file a grievance, provided he/she does so within ten (10) work days after his/her receipt of such Overall Unsatisfactory Rating."

- (c) The County will provide employees with a copy of their fully executed Performance

Planning and Appraisal Form once all required signatures are affixed.

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

Section 9.10 – 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 ten dollars (\$10.00) 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 9.11 – Cleaning Allowance

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

Article 10
Hours of Work

Section 10.1 – 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 10.2 – Regular Work Day

A “regular work day” for employees covered by this Agreement shall consist of eight (8) consecutive hours of actual work, exclusive of an unpaid meal period, within a work day.

Section 10.3 – 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 10.4 – Regular Work Week

A “regular work week” for employees covered by this Agreement shall consist of forty (40) hours within the work week on five (5) regular work days.

Section 10.5 – “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 10.1 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.

Article 11
Leaves

Section 11.1 – Annual Leave

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

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

- (b) An employee may not carry over more than thirty five (35) days of annual leave into the next pay period calendar year.

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

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

- (c) An employee’s accumulated annual leave which exceeds the maximum carryover limit of thirty-five (35) days in the pay period calendar year will be converted to disability leave.
- (d) In addition to the annual leave provided in Section 11.1(a), employees 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 holidays and personal leave. Employees covered by this Agreement 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 a holiday provided in election years.
- (e) Employees covered by this Agreement shall accrue annual leave hours each pay period during a calendar year. At the beginning of each calendar year, leave balances for employees will reflect the total amount of annual leave (including hours for the 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.

Section 11.2 – Disability Leave

- (a) Full-time employees shall be entitled to receive paid disability leave accrued at the rate of one and one-quarter (1.25) days per calendar month.
- (b) Procedures governing disability leave shall be in accord with §6-1-303 of the County Code.

Section 11.3 – Jury Leave

An employee shall be entitled to leave with pay for all regularly-scheduled work hours that he/she is required to serve as a member of a jury. The employee must present the summons to jury duty to their supervisor immediately upon receipt. Whenever an employee is temporarily excused from jury duty on a scheduled work day, he/she shall advise his/her supervisor promptly and report for work as requested by County.

Section 11.4 – Court Leave

An employee required to appear before a court, public body or commission as a representative of the County shall be entitled to administrative leave with pay for the time necessary to appear during his/her regularly-scheduled work day.

Section 11.5 – Military Leave

Leave with pay shall be granted in an amount up to twenty (20) regular scheduled work days in a calendar year to an employee who is a member of the reserve components of the armed forces when called upon to perform active military duty, including duty on the active list, full-time training duty, annual training duty, and attendance at military schools. An employee entering extended active service in the armed forces is entitled to an unpaid leave of absence and re-employment rights as provided by federal law.

The employee shall furnish to the Appointing Authority and the Personnel Officer a copy of the orders calling the employee to active military duty.

Section 11.6 – Funeral Leave

On the death of the spouse, child, stepchild, grandchild, brother, brother-in-law, sister, sister-in-law, parent, stepparent, foster parent, parent-in-law, guardian, grandparent, or grandparent-in-law of a permanent employee, the Appointing Authority shall grant the employee not more than three (3) work days of leave with pay.

An employee may also be granted up to two (2) additional days of leave, to be subtracted from the employee's annual leave balance, at the discretion of the Appointing Authority, if the employee has a sufficient annual leave balance to cover the absence.

Section 11.7 – Leave Sharing

County shall continue to provide a leave sharing program whereby employees may donate accrued annual leave and up to three (3) days of disability leave per pay period calendar year to other County employees who have exhausted all forms of paid leave to which they are entitled and whose receipt of donated leave has been approved by their Appointing Authority.

Article 12
Use of Singular Nouns/Pronouns

Wherever a singular noun or pronoun is used in this Agreement, it shall also be deemed to refer to the plural, where appropriate.

Wherever a plural noun or pronoun is used in this Agreement, it shall also be deemed to refer to the singular, where appropriate.

Article 13
Pension Plan

County shall provide a pension plan for employees and shall maintain the employees' current contribution percentage for the duration of this Agreement in accord with Article 5 of the County Code.

Article 14
Insurance Coverage

Section 14.1 – Health Insurance

- (a) The County shall provide a group health, vision and dental insurance plan. 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 and EPO plan(s) will remain eighty-five (85) percent and the employee's share for the HMO and EPO plan(s) will remain fifteen (15) percent.
- (b) Any employee opting for no coverage shall, upon receipt by County of evidence of other applicable health insurance coverage, receive the sum of five hundred and forty-six dollars (\$546) prorated over each pay period in the (health insurance coverage) plan year. Pursuant to applicable law, an employee is not eligible for the opt-out credit if the employee has elected to be covered under their spouse's plan, and the spouse is a County employee and is covered under the County's health insurance plan.
- (c) Union recognizes and acknowledges County's right to consolidate employee groups into a single, unitary health insurance group.

Section 14.2 – “Flexible Benefits” Program

For Calendar Year 2024, County agrees to continue to offer a “Flexible Spending Account” voluntary benefit program in conformance with Section 125 of the Internal Revenue Service Code. This program allows employees to set aside pre-tax dollars for certain out-of-pocket health and/or dependent care expenses.

Section 14.3 – Optical and Dental Insurance

For Calendar Year 2024, the County shall continue to provide its present optical and basic dental coverage at no cost to employees.

Section 14.4 – Life Insurance

County shall provide basic life insurance coverage in the amount of \$50,000 at no cost to

employees or two (2) times the employee's annual salary up to a maximum of one hundred thousand dollars (\$100,000) subject to imputed income taxation in accordance with IRS guidelines.

Section 14.5 – Civil Liability Coverage

County agrees to provide employees with legal defense services and indemnification for civil liability in a manner consistent with the Local Government Tort Claims Act or the Maryland Tort Claims Act; Article 3, Title 11, entitled "Self-Insurance Fund Committee," of the County Code; and the policies, rules, and regulations of the Self-Insurance Fund Committee.

Section 14.6 – Education Assistance

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

Article 15
Union Affairs

Section 15.1 – Union Visitation

With the permission of the County's Personnel Officer, representatives of the Union shall have reasonable access to County's premises for the purpose of conferring with County and with Stewards and members. While permission shall not be unreasonably withheld, it shall not be granted at times when it would interfere with the safe and efficient operation of the facilities.

Section 15.2 – Negotiations

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

Section 15.3 – Union Business

The County shall grant up to an aggregate maximum of fifty (50) hours of Union leave with pay each year of this Agreement to employees designated by a Business Agent or Officer of 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, signed by the union 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 15.4 – Employee Rights

Nothing contained in this collective bargaining agreement shall preclude any employee covered by this Agreement from pursuing any right or remedy available under this Agreement without representation of the Union. Further, nothing contained in this Agreement shall preclude any employee from discussing a problem directly with the employee’s immediate supervisor or any other official without the intervention of the Union. Any resolution reached must be submitted and agreed to by the Local Union if in conflict with this Agreement.

Section 15.5 – Union Stewards

The County recognizes the right of the Union to designate bargaining unit employees to act as Shop Stewards.

The Union shall appoint or elect up to two (2) Shop Stewards and up to one (1) alternate Shop Steward.

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

Shop Stewards shall have the right to leave their jobs during working hours for the purpose of investigating alleged grievances/appeals. Shop Stewards shall also have the right to leave their jobs during working hours for the purpose of attending scheduled grievance/appeal meetings in accordance with Article 6 of this Agreement. In either event, Shop Stewards shall first receive permission to leave their jobs from their immediate Supervisor. Such permission shall not be unreasonably withheld by County.

Alternate Stewards shall act as Steward when the Steward is absent or unavailable.

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

Article 16
Health and Safety

Section 16.1 – Safe Working Conditions

County and Union agree to cooperate to the fullest extent in the promotion of safety in the County facilities.

Article 17
County Personnel Practices

Section 17.1 – Personnel Regulations

The employees covered hereunder shall comply with all rules, regulations, policies, procedures and operating bulletins of the County and any amendments thereto in compliance with the County laws, regulations, and policies as promulgated.

Should the County amend or modify any of the aforesaid rules, regulations, policies, or procedures, a courtesy copy of any such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be mailed or delivered to the Union (or the Union’s employee

representative) at least ten (10) business days prior to implementation. Nothing herein shall restrict the County from implementing any new (or amended) rule, regulation, policy, procedure, or operating bulletin prior to the expiration of ten (10) business days if operational necessity requires such earlier implementation.

No disciplinary action will be taken for a violation of a new (or newly amended) rule, regulation, policy, procedure, or operating bulletin until the passage of at least forty eight (48) hours after dissemination to the employees. For the purpose of this Article, dissemination of such new (or newly amended) rule, regulation, policy, procedure, or operating bulletin may be via electronic mail, telecommunication, station briefing, bulletin board posting, personal distribution, or any other appropriate means.

Section 17.2 – Personnel File

An employee shall have access to his/her personnel file by prior appointment with County's Personnel Officer (or his/her designated representative).

An employee shall receive a copy of any report reflecting on his/her efficiency that is placed in his/her personnel file. An employee may be requested to initial a copy of any such report before it is placed in his/her personnel file. An employee may have a written statement prepared by the employee, placed in his/her personnel file in response to any report that is placed in his/her personnel file.

All materials relating to disciplinary action (as defined in Section 7.1 - Discipline of this Agreement) shall be retained in an employee's personnel file except for documentation of oral reprimands which shall be retained in the employee's departmental field file.

Section 17.3 – Copies of Agreement

Within sixty (60) calendar days of the effective date of this Agreement, County shall provide five (5) copies of this Agreement to Union. The County agrees to provide an electronic copy of the Agreement to the Union and to make the Agreement available to the membership on the County intranet.

Section 17.4 – Bulletin Board

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

Article 18

Miscellaneous Provisions

Section 18.1 – Alcohol and Drug Testing

While abuse of alcohol and drugs among employees is the exception rather than the rule, the Union and County share a common concern that alcohol and drug abuse will have an adverse effect on an employee's ability to perform his/her duties or to provide protection for the public and fellow employees. To this end Union and County have agreed to adhere to the County Drug and Alcohol Policy. This policy has been instituted in part to assist those employees who may

have a need for and who request assistance.

Section 18.2 – Employee Assistance Program

County shall provide an Employee Assistance Program in accordance with County policy to bargaining unit members and their families at no cost to the employee. Any referrals to subsequent services shall be governed by the Health Insurance Plan. All matters relating to counseling shall remain confidential and shall not be released to anyone unless expressly approved in writing by the employee.

Article 19
Duration of Agreement

Section 19.1 – Effective Period

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

Section 19.2 – Amendments

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

Section 19.3 – 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 19.4 – Wage Re-Opener

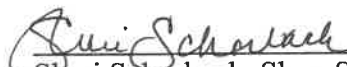
The County Administration agrees to include funding in its proposed FY 2024 budget for all provisions contained in the FY 2024 Memorandum of Agreement (MOA). In the event that the County Council does not fund any part of the MOA with regard to wages or other economic terms, then, in that event, the economic provisions of the FY 2024 MOA shall be reopened and subject to the collective bargaining process including the impasse procedures set forth in County Code Section 6-4-110 (with alternative dates to be agreed upon by the parties).

IN WITNESS WHEREOF, County and Union have caused their names to be subscribed hereto by their duly authorized officers and representatives this 6th day of June 2023.


Teamsters Union Local 355
Police Communications Operator III & IV
Mark Garey, President



Marcus E. Smith, Business Agent
Teamsters Union Local 355




Shari Schorback, Shop Steward
Teamsters Union Local 355

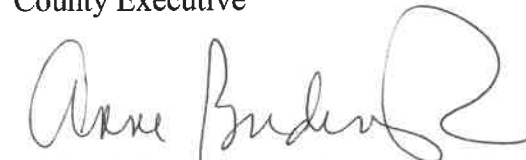


Kristen-Jo Colebrook, Shop Steward
Teamsters Union Local 355


Anne Arundel County, Maryland




Steuart Pittman
County Executive



Anne Budowski
Personnel Officer



Gregory Swain
County Attorney



Genevieve Marshall
Senior Assistant County Attorney

Appendix I

Police Communications Operator III & IV

Pay Schedule A*

July 1, 2023

Grade	Minimum	Maximum
CO-3	\$52,712	\$89,578
	Minimum	Maximum
CO-4	\$59,637	\$106,486

** This pay scale is effective the first full pay period on or after July 1, 2023 and represents a five percent (5%) increase to the minimum and maximum pay rates.*