

**Memorandum Of Agreement**

**Between**



**And**

**Teamsters Union Local 355**

**Park Rangers**

**July 1, 2023 – June 30, 2024**

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**Memorandum of Agreement  
Between  
Anne Arundel County  
(Maryland)  
And The  
Teamsters Union Local 355  
Park Rangers**

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 Park Rangers (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 Department of Recreation and Parks; 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: Park Rangers herein referred to as Park Rangers. 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.

Management employees may not join, assist in, or participate in the activities of the Union. Management employees are individuals whose primary or exclusive functional responsibility is to exercise authority using independent judgment in the interest of the County to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward, or discipline other employees, or effectively recommend these actions; to direct employees; or to adjust the grievances of employees.

### **Section 1.3 – Probationary Employees**

- (a) All new or re-hired employees shall be considered probationary employees for six (6) months. At the request of the appointing authority, the Personnel Officer may extend the probationary period for 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, 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 Park Ranger 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 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 Parks Administrator**

The grieving employee or Union shall file a written grievance with the Parks Administrator of County's Department of Recreation and Parks 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 Parks Administrator (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 Parks Administrator (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 mailed by U.S. certified mail to the grievant's address of record. In addition, the Step I written answer shall be mailed by U.S. First Class Mail 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 Parks Administrator (or his/her designated representative) shall issue a written answer 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 answer 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 mailed by U.S. First Class Mail 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 mailed by U.S. First Class Mail 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 mailed by U.S. First Class Mail 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 Parks Administrator. 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 Department of Recreation and Parks.

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**

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 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. 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**

Notice of all disciplinary actions taken by County against a member of the bargaining unit shall be forwarded to Union on the same day. 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 (based on date of hire with Park Rangers) 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 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, 2013.

### **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**

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.

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 9.4 – 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 at least one (1) workday 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.
- (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 9.5 – Shift Differential Pay shall be entitled to both the acting out of class pay and the night shift differential provided for in Section 9.5 for the same hours worked.

**Section 9.5 – 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 9.6 – Call-In Pay**

An employee directed to report for work on an emergency assignment which is not contiguous to his/her regular work day shall receive a guaranteed minimum of four (4) hours pay at the regular rate or the appropriate overtime rate for hours actually worked, whichever is higher.

**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**

- (a) Effective the first full pay period on or after July 1, 2023, employees shall receive a five percent (5%) increase in pay, not to exceed the maximum for the grade of Pay Schedule A of Appendix I. Pay Schedule A represents an increase to the minimum and maximum pay rate of five percent (5%).
- (b) The Park Ranger II position is: (i) a non-competitive promotion and requires experience working in the County’s Department of Recreation and Parks. The Department will be developing the necessary requirements for the proficiency advancement during the term of the contract. An employee proficiently advanced will move to the Park Ranger II salary scale at a rate of 5% above their current salary, not to exceed the maximum of the pay grade.

**Section 9.9 – Merit Pay Advancements**

- (a) Employees who achieve a satisfactory performance review shall receive merit pay advancements in accordance with Appendix I and Section 9.8.

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.

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.

For Fiscal Year 2024, employees at the maximum pay for the grade who receive an overall satisfactory performance evaluation shall receive a lump sum payment of \$2,400. Lump sum amounts are not added to an employee's base pay.

- (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 – Court Pay**

An employee who is required to attend court in the course of County business at a time which is not contiguous to the employee's regularly-scheduled hours of work, shall be paid three (3) hours at the employee's regular rate or the number of actual hours worked at the overtime rate, whichever is greater, but in no event shall the amount of pay under this Section be less than three (3) hours at the employee's regular rate of pay.

If an employee's hours of work are involuntarily changed and such change results in an employee being required to work regularly-scheduled hours off under the employee's new schedule, an employee shall be entitled to the pay provided in the immediately preceding paragraph of this Section.

#### **Section 9.11 – Emergency Employees**

- (a) The Director of the Department of Recreation and Parks will designate those employees who provide essential services to County citizens and other County employees as emergency employees in accordance with Section H-8 of the Employee Relations Manual. These employees will be so notified, in writing, of their status on or about November 15 of each year or when a change in their status is made. In the event that County offices are closed for emergency reasons, those employees considered non-emergency employees who are on duty will be given administrative leave for the period during which the County offices are closed.

- (b) For the purpose of this Section, “business Day” as 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.

**Section 9.12 – Bonus Award Program**

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

**Section 9.13 – Paid Meals**

Employees required to work in excess of ten (10) consecutive hours, and employees who are called in on an emergency assignment, shall receive eight dollars (\$8.00) toward the purchase of a meal in addition to any other premium pays to which they are entitled. In addition to the payment provided above, 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 9.14 – Retention Bonus**

In each year of this agreement, an employee with the following years of consecutive service as an Anne Arundel County Park Ranger, as of the first day of the first pay period on or after July 1, 2023 shall receive the following retention bonus processed in the second pay period on or after July 1 of each year of the agreement:

Five (5) or more years of service:	\$ 500.00
Ten (10) or more years of service:	\$1,000.00
Fifteen (15) or more years of service:	\$1,500.00

Retention Bonuses are not cumulative; e.g., an employee with ten (10) or more years of service but less than fifteen (15) years of service would receive \$1,000.00 (not \$500.00 plus \$1,000.00). Retention Bonuses are not added to base pay.

**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.

**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:

<b><u>Years of Continuous Service</u></b>	<b><u>Accrual Per Calendar Month</u></b>
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) County shall continue to approve, deny, schedule and/or cancel annual leave subject to the safe and efficient operation of the Department of Recreation and Parks.

(d) Annual leave requests will be processed as quickly as possible but in no case shall it be longer than fourteen (14) working days.

(e) 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.

**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.

**Section 11.8 – 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 regular rate for each listed holiday.
- (d) In order to receive the holiday pay provided in this Section, an employee must work his/her last regularly-scheduled work day before a holiday and his/her next regularly-scheduled work day after a holiday.

Except as provided below, an employee on an authorized and approved leave with or without pay as provided in Article 11 (Leaves) of this Agreement shall be excused for his/her failure to work their last regularly-scheduled work day before a holiday and/or his/her next regularly-scheduled work day after a holiday.

#### **Section 11.9 – Personal Leave**

Employees shall receive five (5) paid personal leave 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 carried over into the next calendar year.

#### **Section 11.10 – Holiday Leave**

Employees who work on one of the holidays listed in Section 11.8 (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 11.8 (d).

An Employee who is scheduled to work on a holiday listed in Section 11.8(a) may schedule an alternate day off during the same pay period. The alternate day off may be scheduled before the holiday is observed, but only if taken within the same work week (Thursday – Wednesday) as said holiday. Alternate days off as provided by this Section are subject to approval by the Employee's supervisor.

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

**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 Fiscal 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 life insurance coverage at two (2) times the employee’s annual salary up to a maximum of one hundred thousand dollars (\$100,000) at no cost to employees.

In the event an employee is killed in the line of duty, County shall pay: (1) an amount equal to the employee’s annual pay to the beneficiary named on the employee’s life insurance; and (2) the costs of burial up to a maximum of fifteen thousand dollars (\$15,000.00).

**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 Parks 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 seven (7) 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.

## **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.

### **Section 18.3 – Transfers**

Should there be a need to permanently fill a vacancy, a notice of vacancy shall be posted for no less than eight (8) work days to give interested employees the opportunity to volunteer to transfer to fill a vacancy. 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 and (b) the written request of any employees (within the same classification) seeking to voluntarily transfer. In the event there are no volunteers to transfer, then reverse seniority shall prevail when choosing an employee to fill the vacant position; unless, management deems such transfer would result in the inefficient operation of a park. Final decisions regarding transfers shall be at the discretion of the Appointing Authority.

Unless required by an operational necessity, transfers shall be accomplished by providing employees with two (2) weeks' notice. If an employee is enrolled in and attending an approved course of study which qualifies for tuition reimbursement as defined in the Anne Arundel County

Code, §6-1-307 Education Assistance, and the employee is able to document that a duty realignment and/or change of assignment will interfere in the completion of the approved course of study, the County may consider postponing the duty realignment and/or change of assignment until the following semester or the employee may be reassigned as a temporary accommodation to allow the employee to complete the approved course of study.

**Article 19**  
**Clothing Allowance**

**Section 19.1 – Cleaning Allowance**

For Fiscal Year 2024, County shall pay an annual uniform cleaning allowance of five hundred dollars (\$500) to be paid in twenty-six (26) equal installments.

**Section 19.2 – Initial Uniform and Equipment Issue**

The initial issue of uniforms and equipment is provided and listed below. In the event that the uniforms or equipment are damaged or become worn through normal use, such uniforms or equipment shall be replaced at no cost to the employee.

**Initial Uniform and Equipment Issue**

- 5 - Short Sleeve Shirts
- 5 – Long Sleeve Shirts
- 5 – Cargo Pants
- 5 – T-Shirts (Utility Shirts)
- 1 – Winter Jacket
- 1 – Campaign Hat  
(Rain Gear)\*
- 1 – Belt
- 1 – Pair Safety Boots (Replaced Yearly)
- 1 – MACE with Holder (with appropriate certification)

During the term of this Agreement the Uniform Committee, shall meet periodically for the purpose of discussing uniforms and equipment that are issued or available for use for Park Rangers. The committee, which will include at least one (1) Park Ranger, will report its findings and recommendations to the Department Director.

\* An issue of rain gear is anticipated to occur before the end of Fiscal Year 2024.

**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 through June 30, 2024.

**Section 20.2 – 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 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 – 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 6<sup>th</sup> day of June, 2023.

**Teamsters Union Local 355**

**Park Rangers**

*Mark Garey, President*



Marcus E. Smith, Business Agent  
Teamsters Union Local 355



Nathaniel Cramer, Shop Steward  
Teamsters Union Local 355

**Anne Arundel County, Maryland**



Stuart Pittman  
County Executive



Anne Budowski  
Personnel Officer



Gregory Swain  
County Attorney



Gejevieve Marshall  
Senior Assistant County Attorney

**Appendix I**  
Teamsters Union Local 355  
Park Rangers

**Pay Schedule A**  
July 1, 2023\*

<b>Job Title</b>	<b>Minimum</b>	<b>Maximum</b>
Park Ranger I	\$50,885	\$80,410
Park Ranger II	\$53,429	\$84,431

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