

Memorandum Of Agreement

Between

**Anne Arundel County
(Maryland)**



And The

**Anne Arundel County Detention Sergeants
Association**

**International Union of Police Associations
Local 141, AFL-CIO**

July 1, 2024 - June 30, 2025

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**Memorandum Of Agreement
Between
Anne Arundel County
And The
Anne Arundel County Detention Sergeants Association
International Union Of Police Associations
Local 141, AFL-CIO**

This Memorandum of Agreement is made and entered into by Anne Arundel County, Maryland (hereinafter referred to as County) and the Anne Arundel County Detention Sergeants Association, International Union of Police Associations, Local 141, AFL-CIO, (hereinafter referred to as Association).

Preamble

County and Association 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 Detention Center; to establish terms and conditions for the employment of individuals covered by this understanding; and to provide procedures for the resolution of disputes arising within the employment relationship.

Witnesseth

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

**Article 1
Recognition and Unit**

Section 1.1 – Recognition

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

Section 1.2 – Unit Description

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

The terms “employee” and “employees” shall not include temporary 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 Association.

Should County and Association 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 Association. Management employees are individuals whose primary or exclusive functional responsibility is to exercise authority over bargaining unit members 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. Moreover, at the order of the Personnel Officer, the probationary period may be extended by one (1) additional six (6) month period (thereby allowing for a maximum probationary period of twelve (12) months).
- (b) The discharge of a probationary employee shall not be subject to Article 6 (Grievance Procedure) of this Agreement, except that a probationary employee may grieve his/her discharge on the basis that such discharge is in violation of Article 2 (Non-Discrimination) of this Agreement.

Article 2

Non-Discrimination

Section 2.1 – Non-Discrimination

County and Association 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

Management Functions

Section 3.1 – Management Functions

It is the exclusive right of County: (1) to determine the purposes and objectives of each of its constituent offices and departments; (2) to set standards of services to be offered to the public; (3) to determine the methods, means, personnel and other resources by which County's operations are to be conducted; and (4) to exercise control and discretion over its organization and operations.

Subject to this Agreement, it is also the right of County: (1) to direct its employees; (2) to hire, promote, transfer, assign or retain employees; (3) to establish reasonable work rules; (4) to demote, suspend, discharge or take other appropriate disciplinary action against its employees for just cause, in accordance with the County Charter and other applicable laws; and (5) to relieve its employees from duty because of lack of work or other legitimate reasons.

Article 4
No Strikes or Lockouts

Section 4.1 – No Strikes or Lockouts

Neither Association 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, a sick-out, or any other interference with the work and statutory functions or obligations of County for the purpose of inducing influencing, coercing, or preventing a change in compensation or rights, privileges, obligations, or other terms and conditions of employment. If Association or any employee violates this provision of the Agreement, the County Executive may, as he/she considers necessary in the public interest: (1) impose disciplinary action, including removal from County service, of employees engaged in the illegal conduct in accordance with County Charter and other applicable laws; (2) terminate Association's dues deduction privilege; or (3) revoke Association's certification and disqualify Association from participation in representation elections for a period of up to (2) years.

During the duration of this Agreement, neither County nor its agents will authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

Section 4.2 – Association Responsibility

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

Section 4.3 – Judicial Relief

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

Article 5
Maintenance of Membership and Dues Deduction

Section 5.1 – Payroll Deduction Authorization

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 this Agreement and the County Code, and that are certified in writing by the Union's Treasurer.

Thereafter, any member of the Union who wishes to terminate their membership may do so with a written notice to the County and the Union.

Section 5.2 – Association to Indemnify County

Association shall indemnify and save County harmless of any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of, or by reason of, any action taken by County for the purpose of collecting membership dues and the Association assumes full responsibility for the disposition of membership dues as soon as they have been remitted by County to Association Treasurer.

The Union assumes full responsibility for the disposition of funds deducted under Section 5.1 of this Article as soon as they have been remitted by the County to the Treasurer of the Union.

Article 6 **Grievances**

Section 6.1 – Definition of Grievance

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 Charter, County Code or other applicable law regarding employment.

A grievance may be filed by the Association, an individual employee, or by the Association on behalf of a group of affected employees.

Section 6.2 – Definition of a Work Day

A work day within the meaning of this Article shall be defined as Monday through Friday, excluding weekends and holidays.

Section 6.3 – Grievance Procedure

A grievance 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. A grievance filed by the Association on behalf of a number of employees shall contain the names and signatures of the group of employees so aggrieved and seeking relief.

Grievances shall be processed as follows:

Step I

Written Grievance to Assistant Correctional Facility Administrator

The grieving employee or Association shall file a written grievance with the Assistant Correctional Facility Administrator of County's Detention Center to whom the grieving employee(s) ultimately report(s) in the chain-of-command. The grievance may be filed on the appropriate grievance form by emailing the Assistant Correctional Facility Administrator.

The Assistant Correctional Facility 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 Assistant Correctional Facility 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.

Step II

Written Grievance to Superintendent

If the grievance is not resolved at Step I, a written grievance shall be filed with the Superintendent of County's Detention Center, provided that such written grievance is received by the Superintendent (or his/her designated representative) within ten (10) work days after the receipt of the Step I written answer. The grievance may be filed on the appropriate grievance form by email.

The grieving party shall be responsible for documenting the timely filing of the written grievance at Step II.

The Step II written grievance must be signed with the original signature of the grieving employee or, for grievances on behalf of more than one (1) affected employee, with the original signature of an authorized Association official and the original signatures of the grieving employees.

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

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

The Step II written answer of the Superintendent (or his/her designated representative) shall be emailed to the grieving party and the Association; if the grieving party does not have access to their County email then it will be mailed by U.S. Certified Mail to the grieving party's address of record.

Grievance Form

<https://drive.google.com/file/d/1IbX5IoNs6Gwj-by0Wc78-CnGgPxXvQFp/view>

Step III

Written Appeal to Personnel Officer

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

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 with the original signature of the appealing employee or (for appeals on behalf of more than one (1) affected employee) with the original signature of an authorized Association official and the original signatures of the grieving employees.

Within thirty (30) work days after receipt of the written appeal, 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, 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 Association, the Step III meeting may be waived. In such event, County's Personnel Officer (or his/her designated representative) shall issue a written answer to the written appeal within twenty (20) work days after the mutual agreement to waive the Step III meeting.

The Step III written answer of County's Personnel Officer (or his/her designated representative) shall be mailed by U.S. Certified Mail to the appealing party's address of record.

Step IV A
Written Appeal to Personnel Board

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

The appealing party shall be responsible for documenting the timely filing of the written appeal at Step IV.

The Step IV written appeal must be signed with the original signature of the appealing employee or (for appeals on behalf of more than one (1) affected employee) with the original signature of an authorized Association official and the original signatures of the grieving employees.

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

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 6.4 – Association Stewards

The Association shall have the right to appoint or elect Association Stewards from the employees of the County. In no event, however, shall the Association appoint or elect more than two (2) Stewards from the Jennifer Road Detention Center, and two (2) Stewards from the Ordnance Road Detention Center.

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

Association Stewards shall have the right to leave their jobs during working hours for the purpose of investigating alleged grievances: (a) that involves the department, section or work area they represent; and (b) that require immediate attention. Association Stewards shall also have the right to leave their jobs during working hours for the purpose of attending scheduled grievance meetings. In either event, Association Stewards shall first receive permission to leave their jobs from their immediate Supervisor. County shall not unreasonably withhold such permission; but it shall not be granted at times when it would interfere with the efficient operation of County. Working hours used for purposes as outlined in (a) and (b) of this section shall be deducted from and count toward the aggregate maximum number of hours of leave as outlined in Section 13.5 – Association Business.

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

Section 6.5 – Time Limitations

No grievance shall be entertained or processed under this Article unless it is submitted within the time limits set forth in Section 6.3. It is understood, however, that County and Association may mutually agree to extend any of the time limits provided in this Article.

If a grievance is not presented within the time limits set forth in Section 6.3 (or within the time limits mutually determined by County and Association), said grievance shall be deemed settled on the basis of County's last answer to such grievance. If County fails to hold a meeting or to provide an answer within the time limits set forth in Section 6.3 (or within the time limits mutually determined by County and Association), Association may elect to treat the grievance as denied and immediately appeal the grievance to the next step. The grievance will then be heard at the next step as though the previous steps had been completed.

Section 6.6 – Grievance Meetings

Grievance meetings conducted under Section 6.3 shall be held at times mutually agreeable to County and Association, provided that, insofar as practicable, such meetings shall be held during scheduled work hours.

While it is understood that grievance meetings involving employees on the midnight shift cannot be conducted during the scheduled work hours of the midnight shift, County may agree to reschedule the grieving employee's work schedule for the day of the scheduled grievance meeting.

Failure of the grievant to appear for any scheduled grievance meetings under Section 6.3 of this Article shall be grounds for dismissal of the grievance, unless the grievant is able to evidence sufficiently extenuating circumstances that prevented his/her appearance at the grievance meeting.

Section 6.7 – Written Presentations

Any grievance presented under Section 6.3 of this Article shall include the exact nature of the grievance; the specific facts giving rise to the grievance; the specific provisions of this Agreement, County Charter, County Code or other applicable law violated; and the desired corrective action. Grievances that are not completed according to this Section will be returned to the Grievant together with oral or written direction with respect to the items that are not complete. The Grievant will then be given five (5) work days in order to return a perfected grievance. Grievances that are not perfected and returned within five (5) work days shall be deemed to be withdrawn. Solely for the purpose of determining whether a grievance was timely filed, a grievance that is perfected and returned will be deemed to have been filed as of the date of original submission.

The County's written response at Steps I, II and III shall include the reason for any action taken, or any not taken, including but not limited to any alleged violations by the grievant, specific rules violated, and the supporting facts.

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 an Association member to determine whether or not disciplinary action should be imposed against the employee, such employee, upon request, shall be entitled to have an Association representative present.

Section 7.2 – Suspension, Demotion, and Discharge

Any grievance regarding disciplinary suspension, demotion, and discharge may be submitted directly to Step II of the grievance procedure (see Section 6.3), 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 Association, 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 Procedure) of this Agreement.

Section 7.3 – Notice to Association

Notice of all disciplinary actions taken by County against a member of the bargaining unit shall be forwarded to Association within twenty-four (24) hours.

Article 8 **Seniority**

Section 8.1 – Definition

As used in this Agreement, the term “seniority” shall mean an employee’s length of continuous service since date of promotion to Detention Sergeant (time in grade). Service with other County departments or in any classifications other than those listed in 1.2 (a) of this Agreement shall not be credited toward service. Except for leaves of absence authorized under either Article 10 (Leaves) or Article 13 (Association Business) of the Agreement, all leaves of absence shall be subtracted from an employee’s length of continuous service.

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, or (c) layoff in excess of eighteen (18) consecutive months since the employee’s last day worked for County or a period exceeding the length of the employee’s seniority, whichever is less.

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

Section 8.3 – Vacancies/Eligibility Lists

Vacancies in the classification of Detention Sergeant shall be filled in accord with §6-1-106 (Eligibility Lists) of the Anne Arundel County Code.

Section 8.4 – Layoff and Recall

Layoff and Recall in the classification of Detention Sergeant shall be in accord with §6-1-109 (Layoff Rights) of the Anne Arundel County Code.

Section 8.5 – Seniority Roster

Upon written request from Association, County shall provide a seniority roster indicating the date of hire for each employee covered by this Agreement. The seniority roster shall be furnished within thirty (30) work days after the receipt of Union's request, but shall be furnished no more than one (1) time in any single calendar year.

Section 8.6 – Furlough Days

No member of the bargaining unit shall be subject to unpaid furlough days from July 1, 2024 through June 30, 2025.

Article 9 **Wages and Premiums**

Section 9.1 – Regular Rate

"Regular rate" of pay is defined as the straight-time rate of pay per hour for an employee's salary within the pay grade assigned to such employee's regular classification.

Section 9.2 – Overtime Pay

- (a) Except as otherwise stated in this Article, one and one-half an employee's regular rate shall be paid for all hours actually worked in excess of the employee's regularly scheduled work day and for all hours actually worked on an employee's regularly scheduled day off.
- (b) An employee shall be paid two (2) times his/her regular rate for all overtime hours actually worked on the following holidays: New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day, or Christmas Day.

Section 9.3 – Shift Differential

An employee required to work on a shift where the majority of his/her regularly scheduled hours are worked after 3:00 p.m. and before 7:00 a.m. shall be entitled to a night shift differential of seven percent (7%) of their regular rate.

Section 9.4 – Acting Out of Class Pay

An employee who is selected by an Administrator to temporarily work in a classification in a higher pay grade than his/her classification for a period in excess of one (1) regular work day, shall be paid for all hours worked in such higher pay grade at either five percent (5%) above the employee's regular rate of pay or the minimum rate for the higher pay grade, whichever is greater.

Acting out of class pay shall be authorized only under the following conditions: (1) the position temporarily being filled is an authorized, budgeted position; (2) the position temporarily being filled is vacant or the employee occupying such position is absent from duty; and (3) the employee temporarily acting out of class must be able to perform the normal duties expected of the position being filled.

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 9.3 – Shift Differential shall be entitled to both the acting out of class pay and the shift differential provided for in Section 9.3 for the same hours worked.

Section 9.5 – Progression Through the Pay Schedule

This section shall apply only to those who are eligible to receive a pay advancement under the applicable provisions of §6-1-207 of the County Code.

- (a) For Fiscal Year 2025 employees shall receive a three percent (3%) merit/step pay advancement on the employee's anniversary date as described in this section, not to exceed the maximum step for the grade for an overall rating of satisfactory on the employee's Performance Planning and Appraisal evaluation effective the first full pay period on or after the employee's anniversary date.
- (b) An employee shall progress through the Pay Schedule in accordance with Section 9.11 of this Agreement and Appendix I by receiving an overall satisfactory rating on his/her Performance Planning and Appraisal Evaluation. Effective July 12, 2007, except for (c) below, a current employee's anniversary date for the purpose of merit pay advancements under future agreements will remain the same as it was on July 11, 2007 and will not change in the future if the employee is promoted, demoted, reclassified (including by proficiency advancement), transferred or the pay grade associated with an employee's classification is reallocated. An employee shall progress through the pay schedule on the pay period on or after the employee's anniversary date by receiving an overall satisfactory on his/her Performance Planning and Appraisal evaluation. Except for (c) below, an employee hired into a classified position on or after July 12, 2007 will retain his/her hire date as his/her anniversary date for the purpose of pay advancements in this section.
- (c) An employee's anniversary date for the purpose of merit/step pay advancements under future agreements will change if the employee receives an overall rating of unsatisfactory. Such employee shall not receive a merit/step pay advancement that is provided for under the Agreement if he/she is rated overall unsatisfactory, but will be re-evaluated ninety (90) calendar days after his/her receipt of an unsatisfactory rating. This ninety (90) day re-evaluation is meant to encourage the employee to bring his/her performance up to a level that meets the standards for his/her position.

However, a second ninety (90) day review will be conducted if an employee fails to improve to a satisfactory level of performance. At the discretion of the Superintendent, any employee who receives an unsatisfactory rating on his/her second ninety (90) day re-evaluation may be given an additional ninety (90) day re-evaluation; reassigned to other duties; or dismissed for incompetence.

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

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

The following provision shall be included on, or attached to, all Performance Planning and Appraisal Forms: "An employee who disagrees with the Overall Rating contained in this appraisal may file a grievance, provided he/she does so within twenty (20) work days after his/her receipt of such Overall Rating."

- (e) A newly promoted Detention Sergeant will be placed on the pay scale at the step which is the

greater of: the minimum step in the new grade; or the step that provides at least five percent (5%) above the level at which the employee was paid in the former grade, that does not exceed the maximum pay.

- (f) The existing Performance Planning and Appraisal System will be maintained from July 1, 2024 to June 30, 2025.
- (g) Employees who receive an overall satisfactory performance evaluation but do not advance one step on the pay schedule shall receive a one-time lump sum bonus of \$1,750.

Section 9.6 – Call-Back Pay

An employee called back to perform work or training requested by County, not contiguous to the regularly scheduled shift, 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 – Court Pay

An employee who is required to attend court in the course of County business at a time other than during, or contiguous to, the regularly scheduled work day shall receive four (4) hours pay at the appropriate regular rate or the actual number of hours worked at the appropriate overtime rate, whichever is greater.

Section 9.8 – Paid Meals

Employees shall be provided with a reasonable meal period without loss of pay under this section. Employees required to work in excess of ten (10) consecutive hours in a work day, shall receive eight dollars (\$8.00) toward the purchase of a meal. Paid meals in accord with the previous sentence shall be provided for each four (4) consecutive hours thereafter.

Section 9.9 – Mandatory Scheduling

In situations affecting the security interests of the Detention Centers, County shall have the right to require additional work. Employees who refuse such work assigned under this paragraph may be subject to disciplinary action, unless extenuating circumstances exist.

The Department shall maintain one list of volunteers for mandatory assignments. If there is an insufficient number of volunteers for the midnight shift or the 5/2 work schedule on Shift 5, the vacant assignment shall be staffed by the least senior employee for the appropriate length of the assignment. Once that assignment has been fulfilled, the employee shall not be involuntarily assigned to another mandatory assignment until every employee who has not volunteered has been involuntarily assigned. If more than one assignment is vacant, the most senior employee may choose his/her mandatory assignment from the available vacancies.

Involuntary assignments shall only occur within the facility where the employee is assigned. Employees shall not be required to transfer to the other facility due to seniority.

Section 9.10 – 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, except to the extent that the Fair Labor Standards Act requires that certain differentials be included in the regular rate for computation of overtime. Nothing contained in this Agreement shall be construed to require the payment of overtime more than once for the same hours worked. If more than one of the provisions of this Agreement are

applicable to any time worked by an employee, said employee shall be paid at the highest rate specified in any one such applicable provision unless otherwise stated. However, said employee shall not be entitled to additional pay under any other such provision.

Section 9.11 – Pay Schedule

Effective the first full pay period on or after July 1, 2024, an employee covered by this agreement shall receive a three percent (3%) increase in pay, not to exceed the maximum pay rate for the grade by moving to his/her current step on Pay Schedule A of Appendix I. Pay Schedule A represents a three percent (3%) adjustment to each step of the pay scale.

Section 9.12 – Midnight Shift Rotation

Effective January 2005, an employee who volunteers for assignment to the midnight shift shall reasonably be accommodated for usually three (3) years. The Correctional Facility Administrator or Assistant Correctional Facility Administrator may remove an employee from the midnight shift at his/her discretion for disciplinary reasons or operational necessity, but the employee shall have the opportunity to meet with the Correctional Facility Administrator or the Assistant Correctional Facility Administrator before a final decision is made. The selection of volunteers will proceed on the basis of seniority.

During the term of this Agreement, the Department shall first solicit volunteers from employees who are not currently on the midnight shift. Selection from these volunteers will proceed on the basis of seniority. If there are no volunteers, or there are more vacancies than volunteers, then an employee currently on the midnight shift may volunteer to remain on the midnight shift and selection from these volunteers will proceed on the basis of seniority.

If there are an insufficient number of volunteers for the midnight shift, the midnight shift shall be staffed by the least senior employee for a minimum of two hundred and forty (240) actual work day periods (exclusive of long-term absences in excess of thirty (30) work days related to workers' compensation or disability leave; or, other approved short-term leave). If an employee is given a mandatory assignment after the start of the calendar year, an employee must work a minimum of one hundred twenty (120) work day periods to fulfill that assignment (exclusive of long-term absences in excess of thirty (30) work days related to workers' compensation or disability leave; or, other approved short-term leave). Any involuntary assignment shall only occur within the facility where the employee is assigned. Employees shall not be required to transfer to the other facility due to their seniority. An employee shall not be involuntarily reassigned to the midnight shift following an initial assignment until every employee who has not volunteered has been involuntarily assigned for a one-year period.

Section 9.13 – Compensatory Time Program

Employees who so request, in writing, may receive overtime in the form of compensatory leave credit at a rate of one and one-half (1.5) times all hours worked in lieu of overtime pay as described in Section 9.2. Once requested, however, 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 in the sole exercise of that 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 Detention facilities.

Each year, employees may elect one of the following options: 1) a one time payout in cash, in the last pay period of the Fiscal Year; or 2) to roll over unused accrued compensatory leave, up to a

maximum of 120 hours. If an employee has more than 120 hours of compensatory leave at the end of the fiscal year, they may choose to roll over the maximum 120 hours and will receive a cash payout for the remainder of their compensatory leave.

Section 9.14 – Bonus Award Program

Employees covered by this bargaining unit are eligible to participate in a Bonus Award Program. The 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. The Budget Officer also has the authority to continue, alter, or terminate the Program at his/her discretion.

Section 9.15 – Firearms Certification Allowance

An employee recognized by the Department of Detention Facilities as firearms certified shall receive an allowance of one thousand five hundred dollars (\$1,500), paid in the second full pay period of July during the term of this Agreement.

Article 10 Leaves

Section 10.1 – Annual Leave

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

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

- (b) Procedures governing annual leave shall be in accord with §6-1-302 of the County Code. In addition to the annual leave provided in Section 10.1 (a), all employees shall receive sixteen (16) days paid annual leave in lieu of the holidays listed in §6-1-301 of the County Code.
- (c) If a Detention Sergeant is scheduled to work on New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day, or Christmas Day, but desires to be granted leave for the same holiday, the Detention Sergeant may be granted such leave on such holiday if he/she is able to independently secure a Detention Sergeant who will work on such holiday in the place of the Sergeant who is seeking to be granted leave.
- (d) Employees covered by this Agreement shall accrue annual leave hours each pay period during a calendar year. At the beginning of each calendar year, leave balances for employees in the classification of Detention Sergeant will reflect the total amount of annual leave (including hours for the sixteen (16) days allotted for holiday pay), even though employees will continue to accrue the leave each pay period. In the event that an employee leaves County service prior to the end of a calendar year he/she will be responsible for repayment of any leave hours taken that exceed the hours the employee has not yet earned through an

accrual method.

- (e) Procedures governing annual leave shall be in accord with §6-1-302 of the County Code. Employees may carry over forty (40) days of annual leave into the next pay period calendar year in accordance with §6-1-302(d)(2).

Section 10.2 – Disability Leave

- (a) Full-time employees shall be entitled to receive paid disability leave accrued at the rate of one and one-quarter (1.25) days per calendar month. Procedures governing disability leave shall be in accord with §6-1-303 of the County Code.
- (b) Effective July 1, 2016, an employee who is absent from work as a direct result of an injury compensable under the Worker's Compensation laws is entitled to regular pay during the period of temporary total disability. If an employee is released to work a light duty assignment for at least eight (8) hours per day by either the County physician or their own doctor, the employee must contact the Department to receive an appropriate assignment. An employee who works light duty for a partial day will receive no reduction in their regular pay. If there is not a light duty assignment available the employee will continue to be paid their regular pay until able to return to full duty. An employee assigned to light duty will be released from duty and placed on either annual or disability leave whichever is appropriate whenever the employee is scheduled to attend medical visits or legal matters related to their injury, without loss of pay unless the employee has exhausted all available leave.

Section 10.3 – 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. Employees must present the summons to jury duty to their direct supervisor upon receipt. Whenever an employee is temporarily excused from jury duty on a scheduled work day, he/she shall advise his/her most immediate non-bargaining-unit Supervisor as promptly as possible and shall report for work as requested by County. Failure to return to duty when requested to do so will result in a charge to annual leave for that day.

Section 10.4 – Court Leave

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

Section 10.5 – Military Leave

Leave with pay shall be granted in an amount not to exceed twenty (20) days in a calendar year to an employee who is a member of the reserve components of the armed forces when called upon to perform active military duty, including duty on the active list, full-time training duty, annual training duty, and attendance at military schools. An employee entering extended active service in the armed forces is entitled to unpaid leave of absence and re-employment right as provided by federal law. The employee shall furnish to the Personnel Officer a copy of the orders calling the employee to active military duty.

Section 10.6 – Funeral Leave

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 Superintendent of County's Detention Center may 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 at the discretion of the Correctional Facility Administrator or Assistant Correctional Facility Administrator of County's Detention Center. Each additional day of leave granted shall be subtracted from the employee's disability leave balance and shall be converted to funeral leave for use by the affected employee. Leave subtracted from an employee's disability leave balance for the purposes of Funeral Leave under this Section shall not count as an occurrence in calculating disability leave usage.

Section 10.7 – Personal Leave

Employees shall receive one (1) personal leave day in each calendar year at his/her regular rate of pay. Personal leave shall be scheduled by mutual agreement of the immediate supervisor and the employee. Such leave may not be accumulated.

Section 10.8 – Disability Leave Non-Usage Incentive Program

Employees shall accrue additional paid leave for non-use of disability leave as defined in this section in accordance with the following formula:

An employee with no use of disability leave from July 1, 2024 through December 31, 2024: shall be entitled to one (1) day of paid administrative leave.

An employee with no use of disability leave from January 1, 2025 through June 30, 2025: shall be entitled to one (1) day of paid administrative leave.

The accrued paid administrative day(s) detailed above shall be used within twelve (12) months following the date of accrual, and in accordance with procedures governing miscellaneous leave as detailed in §6-1-305 of the County Code.

Any employee utilizing medical leave as a result of a valid work related injury or illness and who otherwise would be eligible to receive the benefits of this incentive program shall be entitled to paid administrative leave days consistent with the provisions contained herein.

Section 10.9 – Miscellaneous Leave

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

- (a) 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 more than fifty (50) percent of his/her regular shift on that same calendar day that the County is closed will receive administrative leave with pay 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 hour 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.
- (b) Notwithstanding sub-paragraph (a) of this section, employees who are regularly scheduled to and actually work eight hours on the midnight shift (i.e. begins at 11:00 p.m. and ends either 7:00 a.m. or 7:30 a.m.), when that shift ends on the day when the County is closed for one full business day, will be entitled to eight (8) hours of administrative leave. Administrative leave shall only be granted if the shift is a regular shift, not an overtime shift.

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

This leave with pay is forfeited if not used within twelve (12) months of the said closure.

Article 11

Insurance and Pension Coverages

Section 11.1 – Health Insurance

The County shall continue to provide the same group health insurance plans and plan options (i.e. HMO-EPO, non-HMO), optical and dental insurance plan for this bargaining unit as it shall provide for the other County public safety employee bargaining units pursuant to County Code Section 6-1-308. The cost of each employee's benefits shall be shared by the County and the employee.

Effective January 1, 2025, 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, 2025, the County's share of the health insurance premium for the HMO-EPO plan will remain eight-five (85) percent and the employee's share for the HMO-EPO plan will remain fifteen (15) percent.

Any employee opting for no coverage shall, upon receipt by County of evidence of other applicable health insurance coverage, receive the sum of five hundred and forty-six dollars (\$546) prorated over each pay period in the (health insurance coverage) plan year. Pursuant to applicable law, an employee is not eligible for the opt-out credit if the employee has elected to be covered under their spouse's plan, and their spouse is a County employee and is covered under the County's health insurance plan.

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

Section 11.2 – “Flexible Benefits”

County agrees to continue to provide its present “Flexible Benefits” program.

Section 11.3 – Life Insurance

County shall continue to provide its current Life Insurance Program allowing for employees to receive life insurance in an amount equal to two (2) times an employee's annual pay (to a maximum of \$100,000) at no cost to the employee.

In addition, in the event a Detention Officer III is killed in the line of duty, County shall pay: (1) an amount equal to the employee's annual pay to the beneficiary name on the employee's life

insurance; and (2) the costs of burial up to a maximum of fifteen thousand dollars (\$15,000).

Section 11.4 – Pension

The County shall provide a pension plan for employees covered by this Agreement in accordance with the Article 5, Title 6, County Code and the Detention Center Pension Plan.

Section 11.5 – Deferred Retired Option Program (DROP)

The County agrees to continue a DROP program for Detention Sergeants in accordance with Article 5, Title 1 of the County Code and Appendix II of this Agreement. The first three (3) years will be at the discretion of the employee; the second four (4) years will be at the discretion of the employee and the Superintendent.

Employees covered by this Agreement will receive an interest rate of .34745% which provides an effective annual yield of 4.25% for all seven (7) years of the DROP.

Article 12 **Personnel Practices**

Section 12.1 – Personnel and Departmental Field Files

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

An employee shall receive a copy of any report reflecting on his/her efficiency that is placed in his/her personnel file. An employee will be requested to initial a copy of any such report before it 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 oral and written reprimands which shall be retained in the employee's Departmental field file. The documents that pertain to disciplinary action, in either the Personnel or Departmental field files, where there has been no intervening disciplinary action for the three preceding years shall be placed in a sealed envelope in the employee's personnel or field files.

Section 12.2 – Personnel Rules and Regulations

Proposed changes to the County's Personnel Rules and Regulations will be forwarded to the President of the Association twenty (20) calendar days prior to their implementation. The Association and the County shall discuss the amendments or additions to the County's Personnel Rules and Regulations, which affect employees as defined in Section 1.2 of this Agreement. Should such Rules and Regulations impact any provision of this agreement, the Association may request negotiations of that provision within ten (10) work days of the meeting regarding the changes. The County shall provide the Association with one (1) complete copy of the Personnel Rules and Regulations, Employee Relations Manual and Personnel Policies and Amendments within thirty (30) days of their issuance.

Section 12.3 – Leave Sharing

County shall create a leave sharing program whereby employees may donate accrued annual leave and/or up to three (3) days of accrued disability leave per pay period calendar year to any County

employee who has 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 12.4 – Copies of Agreement

Within sixty (60) calendar days of the effective date of this Agreement, County shall provide ten (10) copies of this Agreement to Association for distribution to employees. The County also agrees to provide an electronic copy of the Agreement to the Association and to make the Agreement available to the membership on the County's Intranet.

Section 12.5 – Disclosure of Personal Information

County shall not release any personal information regarding an employee unless allowed to do so by Title 4 of the General Provisions Article of the Annotated Code of Maryland.

Section 12.6 – Education Assistance

A permanent, full-time employee who is in good standing is entitled to reimbursement of sixty-five percent (65%) of direct tuition cost incurred on satisfactory completion of each approved course of study in accord with §6-1-307 of the Anne Arundel County Code. Reimbursement for direct tuition costs is limited to eight hundred dollars (\$800.00) for each employee in a fiscal year. Direct tuition costs do not include textbooks, laboratory fees, and other expenses.

Section 12.7 – Privatization

County agrees that for Fiscal Year 2025 there shall be no privatization of any County security function that is currently being performed by members of the bargaining unit. This applies to Jennifer Road Detention Center, Ordinance Road Correctional Center, and Central Holding and Processing.

Article 13 **Association Business**

Section 13.1 – Association Visitation

With the permission of either the Correctional Facility Administrators or Assistant Correctional Facility Administrators of the County's Detention Centers, representatives of Association shall have reasonable access to County premises for the purpose of conferring with County or with other Association representatives regarding the administration of this Agreement. County shall not unreasonably withhold such permission.

Section 13.2 – Bulletin Boards

County agrees to provide bulletin boards at all facilities in the Sergeants' Offices for the purpose of allowing Association to inform its membership of Association business, meetings and recreational and social affairs. All other postings shall require the prior approval of the Superintendent of County's Detention Centers. Violations may result in revocation of the use of the bulletin boards referenced in this Section.

Section 13.3 – Negotiations

Up to three (3) employees selected by Association shall be granted leave with pay for meetings at times mutually agreed to by County and Association for the purpose of negotiating a successor to this Agreement. If the employee is not scheduled to work on the date of a negotiating session,

he/she shall receive no pay for attending the session.

Section 13.4 – Association Business

The County shall grant up to an aggregate maximum of two hundred and seventy-five (275) hours of leave with pay each year of this Agreement to employees designated by the President or in his/her absence, his/her designee, for the following union related activities: to investigate grievances and complaints, 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.

Permission to use leave with pay under this Section shall be considered by the Superintendent or his/her designee upon receipt of a written request from 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 shop steward (or his/her designee in his/her absence), and shall state the purpose of the leave, the estimated duration of the meeting or event, and the estimated amount of leave time needed to accomplish this purpose. Union leave may not be used for a purpose that is personal in nature, granted for non-work hours, for political purposes or activities, or fundraising events.

Permission to use leave under this Section shall not be unreasonably withheld by the County, but shall not be granted at times when it would interfere with the efficient operation of the Detention Center facilities.

Section 13.5 – Labor Management Committee

A joint labor management committee shall be established consisting of four persons, two of whom shall be selected by the Union President from among the employees covered by this Agreement and two shall be management representatives selected by the Superintendent (ACFA, CFA, or Superintendent) to discuss policies, procedures, any working conditions of the employees covered by this Agreement and any other subject that the parties may agree upon, including the disciplinary process. Upon mutual agreement in advance, other union or management representatives may be invited to the meetings for specific discussions. These requests shall not be unreasonably denied.

Separate from labor management committee meetings, management will make a reasonable effort to provide notice of proposed policy changes to the Committee and/or Union representatives with sufficient time for review and input.

The committee shall meet not less than quarterly except upon the majority consent of the committee. Union representatives shall be deemed to be on duty status while attending such meetings of the committee.

Article 14 **Miscellaneous Provisions**

Section 14.1 – 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.

Section 14.2 – Shift Assignments

Transfers or reassignments will typically be scheduled to occur in January of each year for that calendar year. Sergeants may be reassigned at other times of the year if operational necessity requires such a reassignment (for example, if vacancies occur).

When making annual shift assignments, the Department shall request that Detention Sergeants submit any preferences they may have regarding their shift assignment for the following calendar year by October 15. The Department shall consider Sergeants' preferences in the preparation and assignment of annual shifts assignments, and if all other factors are equal, a Sergeant's first choice shall be honored based upon their Seniority. Individuals not granted their first preference will be advised of open positions and provided an opportunity to express a preference for a different assignment.

If a mid-year vacancy occurs, the Department shall request volunteers to fill the assignment, and if possible, the Department will select a volunteer. If all other factors are equal, or if there are no volunteers, a Sergeant shall be assigned based on their Seniority.

The Parties recognize that operational necessity takes first priority for all assignments and reassignments.

The Department will notify employees by November 15th of each year as to the coming year's shift assignments. The shift assignments will take place the pay period that begins on or around January 15 of the upcoming calendar year.

The Department will attempt to honor previously approved annual leave in the event a Detention Sergeant is transferred, however, operational necessity will take first priority.

Assignments to Transportation (Section 14.3) and Midnights (Section 9.12) will be assigned consistent with applicable provisions of this Agreement.

Section 14.3 – Work Schedule

The shift assignment practice of six (6) work days/ three (3) regular days off for Detention Sergeants shall remain in effect for Fiscal Year 2025.

The shift assignment practice of five (5) work days/ two (2) weekend days off for Detention Sergeants assigned to shift 5 (the Transportation Unit) shall remain in effect for the fiscal year 2024. The Department will seek volunteers to work this schedule. In the event that there are no volunteers, management will assign this shift to employees in reverse seniority as a Detention Sergeant assigned to Jennifer Road Detention Center. These assignments will be effective for one (1) year from the effective date of assignment. The employee assigned to this schedule must work a minimum of one hundred and twenty (120) actual work day periods (exclusive of long-term absences in excess of thirty (30) work days related to workers' compensation or disability leave; or, other approved short-term leave) to fulfill the assignment.

Article 15 **Safety and Health**

Section 15.1 – Safe Working Conditions

County agrees to remain current with all safety rules and regulations. The Association agrees to cooperate to the fullest extent in the promotion of safety in the Department of Detention Facilities.

Section 15.2 – Safety Committee

In an effort to actively work collaboratively toward the promotion of safety, a Labor/Management Safety Committee has been established at the Ordinance Road Correctional Center (ORCC) and the Jennifer Road Detention Center (JRDC). This Safety Committee shall meet periodically, but not less than once per calendar quarter, for the purpose of promoting safety. The Safety Committee shall be scheduled at reasonable times with advance notice provided to the Union. The Union may send one (1) member from the Bargaining Unit to participate in the committee at ORCC and JRDC. Minutes of all meetings of the Safety Committee will be furnished to the Union.

Article 16 **Uniforms and Allowances**

Section 16.1 – Uniforms

- (a) County will replace (at no cost to the employee) any uniform damaged in the line of duty, provided that the employee furnishes proof (within a reasonable period of time) of the circumstances under which the uniform was damaged.
- (b) The following items shall be issued to employees on a yearly basis:
- | | |
|---|---------------------|
| Shirt – Winter or Summer or Combination | 6 |
| Trousers – regular; or | 4 |
| Trousers – custom (Class A only) | 4 |
| Shoes (per year) | 2 pair |
| Sweaters; or | 2 |
| 1 Sweater and 1 Raincoat in lieu of a Sweater; or | 1 |
| 1 Sweater and 1 Jacket/Coat in lieu of a Sweater | 1* |
| Belt (Sam Browne) or Nylon Duty Belt | 1 (every two years) |
| Cold Weather Cap | 1 |
| Molded Polymer Belt Keepers | 4 |
- *Note: Jacket/Coat replaced every two (2) years
- (c) All uniform shirts, jackets and coats will be provided with chevrons sewn on at no cost to the employee.

Section 16.2 – Cleaning Allowance

For Fiscal Year 2017 and beyond, this allowance has been reallocated to each employees' base salary effective the first full pay period after July 1, 2016.

Section 16.3 – Physical Fitness Allowance

For Fiscal Year 2017 and beyond, this allowance has been reallocated to each employees' base salary effective the first full pay period after July 1, 2016.

Section 16.4 – Field Training Allowance

An employee recognized by the Department of Detention Facilities as a Field Training Officer who is properly assigned to and actually furnishes field training to newly promoted Detention Sergeants, or to Officers or Sergeants that have been transferred between both facilities, transferred to Shift 5, or transferred to Central Holding & Processing during the course of a contract (i.e. Fiscal Year) shall

receive a field training allowance of thirty-five dollars (\$35.00) per day; or portion thereof, as a Field Training Officer.

Article 17

Duration of Agreement

Section 17.1 – Effective Period

This agreement shall become effective as of July 1, 2024 and shall continue in full force and effect until June 30, 2025.

Section 17.2 – Amendments

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

Section 17.3 – 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 17.4 – Implementation

Upon ratification by the membership of the Bargaining Unit, this Memorandum of Agreement shall be executed by the County Executive. Pending ratification, this Agreement shall be binding upon the parties as provided by Article 6, Title 4, of the Anne Arundel County Code. It is understood that agreements on issues requiring approval by the County Council are tentative pending approval by the County Council. Once ratified by the Union, executed by the County Executive and approved by the County Council on issues requiring Council approval, all terms of this Memorandum of Agreement shall be binding on the County and Union as a contract between them for the duration of this Memorandum of Agreement. The County Executive, his Administration and the Union shall act expeditiously and in good faith to implement all terms and conditions of the Memorandum of Agreement. The procedures provided for in County Code Section 6-4-111 shall be suspended during the ratification process by operation of Section 6-4-111 (q), to allow for resumption of those procedures should ratification not occur.

Section 17.5 – Wage Re-Opener

The County Administration agrees to include funding in its proposed FY 2025 budget for all provisions contained in the FY 2025 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 2025 MOA shall be reopened and subject to the collective bargaining process including the impasse procedures set forth in the County Code Section 6-4-11 (with alternative dates to be agreed upon by the parties).

IN WITNESS WHEREOF, County and Association have caused their names to be subscribed hereto by their duly authorized officers and representatives this 26th day of June, 2024.

**Anne Arundel County
Detention Sergeants Association
International Union Of Police
Associations, Local 141
Jennifer Stair, Legal Counsel**

Anne Arundel County, Maryland

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Salvatore Vella
President

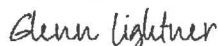
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Steuart Pittman
County Executive

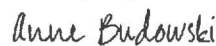
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Vice President

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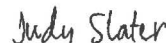
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Treasurer

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Secretary

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County Attorney

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Genevieve Marshall
Senior Assistant County Attorney

Appendix I
Detention Sergeants

Pay Schedule A
July 1, 2024

| Step | | |
|-------------|----|---------|
| 5 | \$ | 67,705 |
| 6 | \$ | 69,736 |
| 7 | \$ | 71,828 |
| 8 | \$ | 73,983 |
| 9 | \$ | 76,202 |
| 10 | \$ | 78,489 |
| 11 | \$ | 80,843 |
| 12 | \$ | 83,267 |
| 13 | \$ | 85,767 |
| 14 | \$ | 88,340 |
| 15 | \$ | 90,990 |
| 16 | \$ | 93,719 |
| 17 | \$ | 96,531 |
| 18 | \$ | 99,428 |
| 19 | \$ | 102,410 |
| 20 | \$ | 105,482 |
| 21 | \$ | 108,646 |
| 22 | \$ | 111,906 |
| 23 | \$ | 115,263 |
| 24 | \$ | 118,721 |

Effective the first full pay period on or after
July 1, 2024

Appendix II

Deferred Retirement Option Program (DROP) Detention Sergeants

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

Details of the Plan:

- *This appendix summarizes the most important features of the DROP plan. Complete details are contained in the County Code (Article 5, Title 1), which governs the operation of the plan. If there is any conflict between this booklet and the County Code, the County Code will govern. This appendix does not extend any rights to benefits, which are not expressly provided under the terms of the County Code.*
- **Service Requirement:** Twenty (20) years of actual plan service.
- **Plan Participation:** Three (3) years, with four (4) one year renewals – seven (7) years total. Participants must have the approval of the Appointing Authority to extend the DROP participation period beyond the initial three (3) year term and to continue employment with the County.
- **Entry Requirements:** No more than four employees may begin participating in the DROP as of the first day of any month.
- **Early Exit Availability:** A DROP participant may withdraw from participation at any time before the end of the initial DROP participation period. A DROP participant who elects to withdraw may remain employed by the County and is prohibited from participation in the DROP during the remainder of the participant's employment with the County. A participant whose participation ends prior to the end of the DROP participation period (first three years) because of a termination of employment, ineligibility to participate in the plan for any reason or an election to withdraw from the plan, forfeits any entitlement to the DROP benefit. An employee may also be responsible for repayment of any missed pension contributions plus interest. A DROP participant who terminates employment with the County after the first three year term of the DROP participation and before the completion of any additional one-year terms, is entitled to a DROP benefit only for each fully completed year of DROP participation. Interest may not accrue on an account balance for any period of DROP participation that is less than a full year.
- **Contributions:** Employee – None; Employer – Valued as active employees for actuarial valuation and employer rate determinations.

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



Anne Arundel County, Office of Personnel
Appeal of Personnel Practices

Appellant: _____ Date Filed: _____

Department: _____ Step: _____

Specific Rule Violated: _____

Contract Article Violated: _____ Section: _____
(Union Employees Only)

* Nature of Grievance: _____
(Be Very Specific)

Date of Occurrence: _____

* Relief Requested: _____
(Be Very Specific)

The grievance has been filed at Step(s) _____ Date(s) _____

Name of Supervisor(s) who heard grievance and action taken:

Signed _____
Appellant

Witnesses Appearing for the Appellant

| | Name | Division/Department | Appellant's Address |
|----|-------|---------------------|---------------------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |