

Mayor and Aldermen of the City of Annapolis

and

Local 3406, AFSCME (Trades, Maintenance, and Labor)

Union and City's Final Agreement  
April 5, 2017

The City reserves the right to add to, delete from and change these proposals in accordance with the ground rules agreed upon by the Parties.

## Tentative Agreements – Economics:

### 1. Article XVIII: Pay

A. There will be a 1% cost of living adjustment for Fiscal Year 2017 effective January 1, 2018.

C. Employees who are eligible for a merit increase on their review date and/or longevity increase on their anniversary will receive increase(s) of 5.361% on the respective date for steps 2 through 10. An additional longevity step (step 11) will be provided at 2.5% effective at 20 years of service effective 7/1/18.

### 2. Article VIII: Holidays

Section 8.3 Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work. If an employee works on any of the above listed holidays, he shall be paid one and one half (1 ½) times his or her hourly rate for all hours worked in addition to his or her holiday pay.

### 1. Article XIV: Hours of Work

#### Section 14.1 -- Work Schedules and Assignments

The work assignment and work schedules (SHIFT, WORK DAYS, AND HOURS) in effect on the execution date of this Agreement will remain in effect for the duration of this Agreement unless changed by the Employer in its discretion in order to achieve efficient operations. The Employer will notify the Union and discuss any such changes with it before making them.

The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period. The regular hours of work each day shall not be decreased for the sole purpose of avoiding overtime.

Work schedules showing the employees' shifts, work days, and hours shall be posted on all department bulletin boards at all times.

#### Bulk Pick Up

~~—During Bulk Pick Up, the City may schedule a ten (10) hour work day for bulk pick up not to exceed eight (8) days in one fiscal year (July 1—June 30). The schedule will be~~

~~published prior to the scheduled dates of overtime.~~

#### Leaf Collection

During the month of November, the City may schedule ten (10) hour work days for leaf collection. The schedule must be Monday through Friday, with two (2) hours overtime pay for each 10 hour scheduled day.

Employees shall not operate the hose during leaf collection for more than four (4) consecutive hours, after which time they must receive two (2) hours assigned to a different task.

The Employer shall have the right to require employees to work 10 hour days for the purpose of bulk pick up and leaf collection.

## **2. Article XV: Health and Welfare Benefits**

Retain 20% Employee - 80% City premium contribution percentage (see language section for detail).

### **Tentative Agreements - Language:**

#### **1. Article III: Checkoff**

##### **Section 3.1 – Deduction of Union Dues**

For those employees who become members of the Union and who properly execute payroll deduction authorization cards, the Employer agrees to withhold from their pay check each ~~week~~ pay period the regular Union dues, P.E.O.P.L.E deductions, Union authorized supplemental insurance, or other Union authorized deductions in the amount certified to the Employer by the Union. Such withholdings ~~for Union dues~~ are to be transmitted via electronic fund transfer to the account authorized by the comptroller of AFSCME Council 67, to the American Federation of State, County and Municipal Employers, AFL-CIO, Council 67, not later than the 15th day after the 1<sup>st</sup> day of the succeeding month. The Union will notify the Employer at least 30 days prior to any change in such dues. Membership lists and bargaining unit lists shall be remitted monthly via email, to ~~comptroller@afscme67.org~~ in excel format, to an email authorized by the Comptroller of AFSCME Council 67.

The Union shall indemnify and hold the City 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 the City for the purpose of complying with any provision of this Article, and the Union assumes full responsibility for the disposition of the funds deducted under this Article as soon as they have been remitted by the City to the American Federation of State, County and Municipal Employees, AFL-CIO, Council 67.

## 2. Article IV: Grievances and Arbitration

### Section 4.1 -- Definition

A grievance shall be considered to exist only when there is a disagreement involving the interpretation or application of this Agreement, provided that no grievance nor its settlement shall expand or modify this Agreement. Grievances must be presented within ~~fifteen~~ ~~ten~~ (10) working days ~~with five (5) working days extension if requested by the Union~~ after the date of their occurrence or the date on which the condition causing the disagreement becomes known or they will not be considered. The Union shall not represent any employee on any grievance which was initiated prior to execution of this Agreement. The purpose of this grievance procedure is a sincere desire by both parties to settle grievances in the shortest time possible and at the lowest level possible so as to foster efficiency and employee morale. Grievances must be presented in writing on the form agreed to by the City and the Union. Responses by the Employer under this Article at any step shall be deemed received by the Grievant on the date delivered to the Grievant and to the Union representative who signed the form.

### Section 4.2 -- Procedure

Grievances may be filed by individual employees, a group of employees or a class of employees. This provision shall not apply nor impact probationary employees. Grievance or disputes which may arise between the parties shall be settled in the following manner:

- Step 1 Immediate Supervisor:** If a grievance has been presented as set forth above, the Union Steward, with the Grievant, shall discuss the grievance or dispute with the Grievant's immediate supervisor or his designated representative within ~~five~~ ~~fifteen~~ (15) working days after the date on which the grievance is presented. The immediate supervisor shall attempt to adjust the matter and shall respond in writing to the Grievant, and to the Union representative who signs the form, within ~~five~~ ~~fifteen~~ (15) working days after the Step 1 meeting.
- Step 2 Department Director:** If after Step 1, the grievance has not been satisfactorily resolved, the Union Steward and the President of Local Union, and the Grievant may file a written appeal, with the Department Director, within ~~five~~ ~~fifteen~~ (15) working days after the immediate supervisor's response is received by the Grievant. The notice of appeal shall set forth the grounds for the grievance and a brief statement of the factual situation creating the alleged grievance. The parties shall discuss the grievance at Step 2 within ~~five~~ ~~fifteen~~ (15) after the Director receives the written appeal. The Department Director shall respond in writing to the Grievant, and the Union Representative who signs the form, within ~~five~~ ~~fifteen~~ (15) working days after the Step 2 discussion.
- Step 3 Designated Representative:** If after Step 2, the grievance has not been satisfactorily resolved, the Union Steward, the Grievant, the President of the

Local Union, and the Union Representative may file a written appeal with the Mayor's office (copied to the Department Director), within ~~five~~ **fifteen** (15) working days after the Department Director Step 2 response is received by the Grievant. The notice of appeal shall set forth the grounds for the grievance and a brief statement of the factual situation creating the alleged grievance. The Department Director or his designee shall respond in writing within ~~five~~ **fifteen** (15) working days. The parties shall submit the grievance to the Mayor or his designee at a Step 3 hearing within ~~ten~~ **(10) fifteen** (15) working days after the Mayor's office receives the written appeal. The Step 3 hearing officer shall respond in writing to the Grievant and Department Director within ~~five~~ **fifteen** (15) working days after the Step 3 hearing.

**Step 4 Arbitration:**

- (a) If, after Step 3, the grievance is not settled, either party may, within ~~10~~ **15** working days after receipt of the Step 3 decision, request to proceed to binding arbitration. The parties shall confer as soon as possible to try to reach agreement on an arbitrator. If no agreement can be reached within 14 days, the parties shall jointly sign and process the necessary paperwork to secure a list of seven potential arbitrators from the Federal Mediation and Conciliation Service. Within ~~10~~ **15** days after receipt of the list of arbitrators, the parties shall alternately strike names until only one name remains. The remaining name shall be the selected arbitrator. The parties shall alternate responsibility for striking the first name with each successive request for an arbitration panel. The cost of the arbitration shall be borne equally by the Employer and the Union.
  
- (b) In a discharge case, the time period acceptable for a hearing shall not exceed 45 calendar days from the date on which the parties select an arbitrator. To expedite the discharge case, the parties shall be available for a hearing after normal working hours and on weekends; the City's offices and the Union's offices shall be deemed suitable for the hearing; post hearing written legal briefs shall be submitted no later than ~~10~~ **15** days after the close of the hearing; and the arbitrator shall be asked to render an award no later than 30 days after the submission of written legal briefs.
  
- (c) The arbitrator shall have jurisdiction over any grievance properly processed in accordance with the steps, time limits, and conditions set forth in the Grievance Procedure of this Agreement. His or her opinion and award shall be confined exclusively to the specific provisions of this Agreement alleged to have been violated. The arbitrator shall not have the authority to add to, subtract from, modify, amend, change or alter any of the provisions of this Agreement, nor shall he or she hear or decide more than one grievance per hearing without the express mutual consent of the parties in writing. The decision of the arbitrator shall be final and binding on the parties, their agents and the employees in the bargaining unit.

### 3. Article VI: General Provisions

**Section 6.1** Change to reflect updates to protected categories as follows:

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to **race, religion, color**, age, sex, marital status, ~~race, color, creed~~, national origin, ~~disability, religion~~, physical or mental disabilities, veteran status, sexual orientation, gender identity, genetic information, ~~or~~ political or religious affiliation, any other status protected by federal, state or local law or any other factors shown to have a disparate effect. The Union shall share equally with the employer the responsibility for applying this provision of the agreement.

### 4. Article VII: Seniority

**Section 7.4 Work Force Changes**

Demotions:

The term demotion, as used in this provision, means the reassignment, not requested by the employee, of an employee from a position in one job classification to a lower paying position in one job classification to a lower paying position ~~in the same job classification~~ ~~or~~ in another job classification.

### 5. Article X: Sick Leave

**Section 10.4 -- Excessive Usage**

A. After **the use of** seven (7) days of sick leave (~~consecutive or non-consecutive~~) in a 12-consecutive-month period, the Employee's use of sick leave will be analyzed. If a pattern is established of sick leave being used in proximity to regular days off, weekends, holidays or other leave periods, then the Employee will be counseled and a record made of the counseling. If the pattern continues after the counseling, ~~the Employee may be referred for a medical evaluation and~~ the employee will be placed on sick leave probation for a minimum of six months requiring the submission of a doctor's certificate for any further use of sick leave.

~~In the event the employee is referred for medical evaluation because of a pattern of excessive usage and the examining health care provider determines that the employee has provided false reasons for using sick leave (i.e., malingering or lying about the need for leave), the employee may be subject to disciplinary action including, but not limited to, a suspension of his or her right to accumulate additional sick leave. Sick leave taken before July 1, 1998 shall not be included in calculations under this section.~~

B. If over any six-consecutive-month period, an Employee is using sick leave as fast as it accumulates without any prior written record of a chronic medical condition, ~~then~~

~~the Employee may be referred for a medical evaluation~~ and the Employee ~~will~~ may be placed on sick leave probation for a minimum of six months requiring a doctor's certificate for any further use of sick leave. ~~In the event the employee is referred for medical evaluation because of a pattern of excessive usage and the examining health care provider determines that the employee has provided false reasons for using sick leave (i.e., malingering or lying about the need for leave), the employee may be subject to disciplinary action including, but not limited to, a suspension of his or her right to accumulate additional sick leave.~~

~~Any Public Works Services employee who calls in sick on a bulk pick up day or on a "double" day (a trash collection day which follows a day where regularly scheduled pick up did not occur) shall be required to provide a doctor's certificate verifying the employee's illness on that day.~~

- C. In the event the employee's absences may be the result of a chronic medical condition, the employee may be ~~is~~ referred for a medical evaluation ~~because of a pattern of excessive usage. If, during the course of that evaluation,~~ the examining health care provider determines that the employee has provided false reasons for using sick leave (i.e., malingering or lying about the need for leave), the employee may be subject to disciplinary action including, but not limited to, a suspension of his or her right to accumulate additional sick leave.
- D. Sick days attributed by a doctor's certificate ~~he employee's in-patient hospitalization~~ or an injury compensable under workers' compensation laws shall not be considered for the purposes of this Section ~~provided the hospitalization or compensable nature of the illness and the attribution of the leave to the same is fully documented by the Employee.~~
- E. Whenever possible, employees should endeavor to schedule personal, non-work related medical appointments on their own time, or at a time which provides the least disruption to the workday.
- F. Failure to provide a doctor's certificate, when required under this Section, may result in disciplinary action for abuse of sick leave. In addition to disciplinary action, failure to comply with the requirements of this sick leave program will result in the extension of the sick leave probation period for six months from the time of the last infraction.
- G. In all circumstances, absences of more than three (3) consecutive work days require a doctor's certificate.
- H. ~~Sick days taken for CDL physical examinations shall not be included under paragraph A of this Section.~~

## 6. Article XV: Health and Welfare Benefits

### **Section 15.1 –Health and Welfare Benefits**

The City will continue to provide health care benefits to employees and their dependents (~~including domestic partners~~), and employees will contribute to the cost of these benefits, in accordance with the following:

- A. Cost sharing percentage for medical, prescription, dental, and vision benefits will be 80% for the City and 20% for the employee.
- B. Effective July 1, 2014 the City established a High-Deductible Health Plan and Health Savings Accounts as an additional insurance option.
- C. Effective July 1, 2014 the City made a plan design change creating an In Network Deductible of \$270 for individuals and \$540 for dependents with an out of pocket maximum of \$1500 for individuals and \$3000 for dependents.
- D. Renewal rates will be calculated using the existing premium splits of 80/20 for employees and the 70/30 or multiplier premium rate for existing retirees. The City and Unions shall meet annually to review and discuss changes required by law to the health plans. In the event of a health premium increase in excess of 10%, a re-opener will occur.
- E. Employees who decline health and welfare coverage are not entitled to an opt out credit.

### **NEW Section 15.3 Voluntary Employee Beneficiary Association (VEBA)**

- A. Effective February 28, 2014, employees shall have a one time option of electing to participate in a Voluntary Employee Benefits Association (VEBA) or remain in OPEB as described in the existing collective bargaining agreements with AFSCME. Contributions to the OPEB trust will be consistent with the provisions of Section III above.
- B. As of June 30, 2014 AFSCME employees' who elected to participate in a VEBA will no longer accrue OPEB service. The employees' years of service as of June 30, 2014 multiplied by 2.5% will determine their retiree health premium split to be covered by the City.
- C. Effective July 1, 2014, for employees who elected to participate in VEBA there will be an annual contribution of 3% of total payroll for Civil Service, Exempt Service and AFSCME personnel to a VEBA.
  - 1. The City will contribute 2% of total payroll annually for Civil or Exempt Service and AFSCME personnel to a VEBA.



2. The employee contribution will be the equivalent of 1% of gross base pay per pay period paid into a VEBA. These contributions will be handled as follows:
  - a. Employees hired on or before December 31, 2013 shall have their 1% contribution covered by health plan design changes effective July 1, 2014 and will not make a payroll deduction.
  - b. Employees – excluding contractual or temporary/seasonal --hired on or after January 1, 2014 will pay 1% of gross base pay per pay period into a VEBA.
  
- D. All AFSCME employees shall be eligible to participate in a VEBA which is funded solely through voluntary contributions of employee annual leave

**7. Article XXVII: Duration of Agreement**

The agreement will be effective from July 1, 2017 to June 30, 2018.

8. Last page. Change name of Mayor to Michael Pantelides.

AGREED AND ACCEPTED THIS \_\_\_\_DATE OF \_\_\_\_\_, 2017

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Donald Hankins  
President  
AFSCME Local 3406

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Tricia Hopkins  
Human Resources Manager