

1 **..Title**

2 **Other Excluded Service Employees** – For the purpose of providing policies and practices
3 concerning other excluded service employees, including ~~full-time,employment agreement and~~
4 temporary, ~~and grant funded~~ employees; providing definitions; and generally relating to
5 ~~contractual~~other excluded service employees.

6 **..Body**

7 **CITY COUNCIL OF THE**
8 **City of Annapolis**

9 **Ordinance 27-20**

10 **Introduced by: Mayor Buckley**

11 **Co-sponsored by:**

12 **Referred to**

13 **Rules and City Government**

14 **90 day Rule:** _____

15 **AN ORDINANCE** concerning

16 **Other Excluded Service Employees**

17 **FOR** the purpose of providing policies and practices concerning other excluded service
18 employees, including ~~full-time,employment agreement and~~ temporary, ~~and grant funded~~
19 employees; and generally relating to ~~contractual~~other excluded service employees.

20 **BY** repealing and re-enacting with amendments the following portions of the Code of the City
21 of Annapolis, 2020 Edition
22 3.04.010
23 3.04.020

24 **BY** repealing the following portions of the Code of the City of Annapolis, 2020 Edition
25 3.10.010
26 3.10.020
27 3.10.030

28 **BY** adding the following portions to the Code of the City of Annapolis, 2020 Edition
29 3.04.030
30 3.10.010
31 3.10.020
32 3.10.030

33 **SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY**
34 **COUNCIL** that the Code of the City of Annapolis shall be amended to read as follows:

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1 **Title 3 – HUMAN RESOURCES**

2 **Chapter 3.04 - GENERAL PROVISIONS**

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4 **Section 3.04.010 - Definitions.**

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6 For the purposes of this title, the following words and phrases have the meanings indicated:

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8 "Anniversary date," also known as "review date" or "increment date," means that date on
9 which an employee is eligible to receive an in-grade pay increase, normally ~~twelve~~12 months from
10 the date of hire and each ~~twelve~~12 months thereafter. This date may only be changed by awarding
11 an in-grade pay increase later than the date it is due.

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13 "Appointing authority" means:

- 14
15 1. The Mayor, for positions assigned to the office of the Mayor.
16 2. The City Manager for the director of each department.
17 3. The director of each department, for positions assigned to that department.
18 4. THE HEAD OF AN OFFICE, FOR POSITIONS ASSIGNED TO THAT OFFICE.
19

20 "Appointment list" means a list containing the names of qualified applicants for a particular
21 position which may be ranked on the basis of one or more of the following: applicant's
22 qualifications, competitive examination score(s) and personal interview.

23 "Civil Service" means the system which includes the regulations and procedures prescribed
24 in and promulgated under the authority of this chapter, the Civil Service Board, the job
25 descriptions, the pay plan and all of the employees who are included in the system.

26 "Classification" means the process of reviewing the duties and responsibilities of a position
27 or positions and incorporating these duties and responsibilities into a job description.

28 "Demotion" means the voluntary or involuntary movement of an employee from a pay grade
29 to a lower pay grade.

30 "Employee" means the person employed to perform the work of a position.

31 ~~"EMPLOYMENT AGREEMENT" MEANS A WRITTEN AGREEMENT EXECUTED~~
32 ~~WITH THE CITY FOR AN INDIVIDUAL TO PROVIDE PERSONAL SERVICES TO THE~~
33 ~~CITY FOR PAY ON EITHER A PART-TIME OR FULL-TIME BASIS.~~

34 ~~"EMPLOYMENT AGREEMENT EMPLOYEE" MEANS AN OTHER EXCLUDED~~
35 ~~SERVICE EMPLOYEE: (1) WHO IS REQUIRED TO EXECUTE, UNDER AN WRITTEN~~
36 ~~EMPLOYMENT AGREEMENT ISSUED EACH FISCAL YEAR, PROVIDES PERSONAL~~
37 ~~SERVICES TO THE CITY FOR PAY ON EITHER A PART-TIME OR FULL-TIME BASIS;~~
38 ~~(2) WHO IS NOT SPECIFICALLY PLACED IN THE CIVIL SERVICE SYSTEM BY THE~~
39 ~~CIVIL SERVICE BOARD OR DESIGNATED AS EXEMPT SERVICE BY THE CITY~~
40 ~~COUNCIL; (3) WHO DOES NOT MEET THE DEFINITION OF A TEMPORARY~~
41 ~~EMPLOYEE; AND (34) WHO HAS AN EMPLOYER-EMPLOYEE RELATIONSHIP WITH~~
42 ~~THE CITY AS FURTHER DESCRIBED IN CHAPTER 3.10. THIS INCLUDES EMPLOYEES~~
43 ~~WHOSE POSITIONS ARE FULLY FUNDED BY GRANT SOURCES THAT PRECLUDE~~
44 ~~BENEFITS OR COMPENSATION TO WHICH CIVIL SERVICE EMPLOYEES ARE~~
45 ~~ENTITLED.~~

1 "Equal protection" means in accordance with the 14th Amendment of the United States
2 Constitution, the City shall treat a person or class of persons the same as it treats other persons or
3 classes in like circumstances.

4 "Exempt service" means positions designated by the City Council which are specifically not
5 included in the civil service AND ARE ENUMERATED IN SECTION 3.08.

6 "Job description" means a written explanation of one position or of several very similar
7 positions which always includes a title, a general definition of responsibilities, a list of typical
8 duties and the minimum required qualifications.

9 "Other excluded service" includes all other persons rendering LIMITED-TERM OR
10 temporary EMPLOYEE SERVICES service, ~~under contract and positions involving seasonal or~~
11 ~~part-time employment~~ except those specifically placed in the civil service system by the Civil
12 Service Board or those designated as exempt service by the City Council. Any positions not
13 included in the civil service or the exempt service are considered to be "other excluded service."

14 "Pay plan" means the written chart which places every job description in a pay grade. Each
15 pay grade consists of a maximum and minimum level and intermediate levels of pay.

16 "Permanent status" means the status given to a civil service employee who has successfully
17 completed the initial probationary period, or any extension of an initial probationary period.

18 "Position" means a group of duties and responsibilities assigned to an employee. A position
19 can be vacant or occupied.

20 "Probationary status" means the status given to a new, a transferred or a promoted civil service
21 employee for the designated period during which the employee must initially demonstrate an
22 ability to perform the duties of the position to which appointed.

23 "Promotion" means the movement of a civil service employee from one pay grade to a higher
24 pay grade.

25 "Reclassification" means the process of reviewing the duties and responsibilities of an existing
26 position or positions in order to revise the job description to which the position or positions are
27 assigned; or moving a job description from one pay grade to another pay grade.

28 "TEMPORARY EMPLOYEE" MEANS ANY OTHER EXCLUDED SERVICE
29 EMPLOYEE APPOINTED FOR A SPECIAL PROJECT, PROGRAM, GRANT OR
30 SEASONAL EMPLOYMENT, AND WHO WORKS EITHER PART-TIME FOR LESS THAN
31 30 REGULARLY SCHEDULED HOURS PER WEEK OR FULL-TIME FOR NO MORE THAN
32 106 CONSECUTIVE DAYS PER CITY FISCAL YEAR. TEMPORARY EMPLOYEES ARE
33 NOT REQUIRED TO EXECUTE AN EMPLOYMENT AGREEMENT, UNLESS OTHERWISE
34 REQUIRED BY THE APPOINTING AUTHORITY.

35 "Transfer" means the movement of a civil service employee from one position to another in
36 the same pay grade.

37 38 **Section 3.04.020 - Exempt and civil service—Or other excluded service.**

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40 All positions are included in the exempt service, the civil service or as other excluded
41 service. (Nothing in this title shall contravene or supersede the Charter with respect to such
42 positions).

43 44 **SECTION 3.04.030- FALSE STATEMENTS.**

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- 1 A. ALL INDIVIDUALS APPLYING FOR CIVIL, EXEMPT, OR OTHER EXCLUDED
 2 SERVICE EMPLOYEE POSITIONS SHALL SIGN AND SUBMIT TO THE HUMAN
 3 RESOURCES MANAGER A COMPLETED CITY OF ANNAPOLIS EMPLOYMENT
 4 APPLICATION, EMPLOYMENT AGREEMENT, OR OTHER FORM THAT CONTAINS
 5 LANGUAGE IDENTIFYING THE RIGHT OF THE CITY OR APPOINTING
 6 AUTHORITY TO DISMISS THE APPLICANT/APPOINTEE FROM EMPLOYMENT
 7 SERVICE WITH THE CITY.
- 8 B. IF AN INDIVIDUAL IS FOUND BY THE APPOINTING AUTHORITY TO HAVE
 9 KNOWINGLY MADE A FALSE STATEMENT WHILE APPLYING FOR A POSITION,
 10 THAT INDIVIDUAL SHALL NO LONGER BE CONSIDERED FOR EMPLOYMENT
 11 WITH THE CITY OF ANNAPOLIS. IF IT IS DETERMINED THAT AN EMPLOYEE
 12 KNOWINGLY MADE A FALSE STATEMENT IN THAT INDIVIDUAL'S
 13 EMPLOYMENT APPLICATION OR RESUME, THEN DISCIPLINARY ACTION SHALL
 14 BE TAKEN BY THE APPROPRIATE SUPERVISOR CONSISTENT WITH SECTION 7-
 15 5D, CODE OF CONDUCT, GROUP III OFFENSE, OF THE CITY OF ANNAPOLIS
 16 RULES AND REGULATIONS OF THE PERSONNEL SYSTEM.
- 17 C. THE REQUIREMENTS SET FORTH IN THIS SECTION APPLY TO ALL
 18 APPLICATIONS AND RESUMES THAT ARE SUBMITTED BY ANY CITY EMPLOYEE
 19 ON OR AFTER JUNE 14, 2004.

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 21 **Section 3.10.010 – False statements.**

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 23 ~~A. All individuals applying for civil, exempt or excluded service positions shall sign and submit~~
 24 ~~to the Human Resources Manager a completed City of Annapolis employment application or~~
 25 ~~form that contains language identifying the right of the City or appointing authority to dismiss~~
 26 ~~the applicant/appointee from employment service with the City.~~
- 27 ~~B. If an individual is found by the appointing authority to have made a knowingly false statement~~
 28 ~~while applying for a position, that individual shall no longer be considered for employment~~
 29 ~~with the City of Annapolis. If it is determined that an employee made a knowingly false~~
 30 ~~statement in that individual's employment application, then disciplinary action shall be taken~~
 31 ~~by the appropriate supervisor consistent with Section 7-5D, Code of Conduct, Group III~~
 32 ~~Offense, of the City of Annapolis Rules and Regulations.~~

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 34 **Section 3.10.020 – Effective date.**

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 36 The requirements set forth in Section 3.10.010 apply, to all applications and resumes that are
 37 submitted to any City employee on or after the effective date of those sections.

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 39 **CHAPTER 3.10 – EMPLOYMENT AGREEMENT EMPLOYEES.**

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 41 **SECTION 3.10.010 – REQUIREMENTS FOR EMPLOYMENT AGREEMENT**
 42 **EMPLOYEES.**

- 43
 44 A. AN EMPLOYMENT AGREEMENT EMPLOYEE SHALL HAVE AN EMPLOYER-
 45 EMPLOYEE RELATIONSHIP WITH THE CITY, AS EVIDENCED BY AN
 46 EMPLOYMENT AGREEMENT, IN WHICH THE CITY:

- 1
- 2 1. FURNISHES NECESSARY TOOLS AND A PLACE TO WORK;
- 3 2. HAS THE RIGHT TO CONTROL AND DIRECT THE DETAILS, MEANS, AND
- 4 RESULTS OF THE PERFORMANCE OF THE SERVICES; AND
- 5 3. HAS THE RIGHT TO DISCHARGE THE INDIVIDUAL FROM EMPLOYMENT.
- 6

7 B. THE CITY MAY NOT EXECUTE OR RENEW AN EMPLOYMENT AGREEMENT FOR
8 AN EMPLOYMENT AGREEMENT EMPLOYEE UNLESS THE HUMAN RESOURCES
9 MANAGER CERTIFIES IN WRITING THAT:

- 10
- 11 1. THE RATE OF PAY FOR THE EMPLOYMENT AGREEMENT EMPLOYEE IS
- 12 COMPARABLE TO THE RATE PAID TO EMPLOYEES IN POSITIONS THAT
- 13 INVOLVE COMPARABLE DUTIES, RESPONSIBILITIES, EXPERIENCE, AND
- 14 AUTHORITY; AND
- 15 2. THE SERVICES TO BE PERFORMED UNDER THE EMPLOYMENT
- 16 AGREEMENT ENCOMPASS FUNCTIONS THAT:
 - 17 a. ARE NEEDED FOR A LIMITED PURPOSE OR TIME PERIOD;
 - 18 b. ARE UNIQUE IN NATURE OR AVAILABILITY;
 - 19 c. NEED TO BE IMPLEMENTED QUICKLY AND FOR WHICH THERE IS NO
 - 20 REASONABLE ALTERNATIVE; OR
 - 21 d. ARE GRANT FUNDED.
- 22

23 C. THE HUMAN RESOURCES MANAGER SHALL ADOPT GUIDELINES FOR THE
24 RECRUITMENT AND SELECTION OF EMPLOYMENT AGREEMENT EMPLOYEES.
25 THESE GUIDELINES SHALL INCLUDE:

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- 27 1. A REASONABLE EFFORT TO PUBLICLY SOLICIT APPLICANTS FOR
- 28 EMPLOYMENT AGREEMENT EMPLOYMENT;
- 29 2. A REASONABLE EFFORT TO SCREEN AND SELECT EMPLOYMENT
- 30 AGREEMENT EMPLOYEES BY USING METHODS AND CRITERIA THAT ARE
- 31 UNIFORMLY APPLIED TO ALL APPLICANTS FOR A PARTICULAR INSTANCE
- 32 OF EMPLOYMENT; AND
- 33 3. CRITERIA TO SELECT EMPLOYMENT AGREEMENT EMPLOYEES THAT ARE
- 34 BASED ON THE QUALIFICATIONS OF THE APPLICANT.
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36 D. THE HUMAN RESOURCES MANAGER, SHALL DEVELOP AND USE STANDARD
37 APPLICATIONS AND EMPLOYMENT AGREEMENTS, IN CONSULTATION WITH
38 THE OFFICE OF LAW, AS APPROPRIATE, FOR EACH TYPE OF EMPLOYMENT
39 AGREEMENT EMPLOYEE.

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41 **SECTION 3.10.020 – TERM FOR EMPLOYMENT AGREEMENT EMPLOYEES.**

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43 A. THE TERM OF EACH EMPLOYMENT AGREEMENT FOR AN EMPLOYMENT
44 AGREEMENT EMPLOYEE SHALL ~~BE FOR~~ CONSIST OF AN INITIAL PERIOD TERM
45 OF NO MORE THAN 1 YEAR COINCIDING WITH THE CITY'S FISCAL YEAR, AND
46 WITHPLUS THE ANCITY OPTION TO RENEW FOR NO MORE THAN 4

1 ADDITIONAL 1 YEAR ~~PERIODS~~RENEWAL TERMS. EACH RENEWAL TERM
 2 SHALL COINCIDE WITH THE CITY'S FISCAL YEAR. EXCEPT AS ~~SPECIFIED IN~~
 3 OTHERWISE PERMITTED BY THIS SECTION, IN NO EVENT SHALL THE
 4 COMBINED TERMS OF ALL EMPLOYMENT AGREEMENTS FOR AN
 5 EMPLOYMENT AGREEMENT EMPLOYEE, WHICH ARE EFFECTIVE JULY 1, 2020
 6 OR LATER, INCLUDING ALL RENEWALS, EXTEND OVER MORE THAN 5 CITY
 7 FISCAL YEARS REGARDLESS OF WHETHER AN EMPLOYMENT AGREEMENT
 8 EMPLOYEE WORKS PART-TIME, FULL-TIME, AND/OR FOR ONLY A PORTION OF
 9 ANY CITY FISCAL YEAR.

10 B. AT THE END OF THE EARLIER OF THE EMPLOYMENT AGREEMENT TERM OR
 11 THE TERM LIMIT SPECIFIED IN SECTION 3.10.020.A, INCLUDING ANY RENEWAL
 12 TERMS, THE EMPLOYMENT AGREEMENT EMPLOYEE MUST EITHER BE
 13 CONVERTED TO A CIVIL SERVICE OR EXEMPT POSITION, OR TERMINATED
 14 FROM CITY EMPLOYMENT. SUCH INDIVIDUAL IS THEREAFTER PROHIBITED
 15 FROM BEING HIRED AS AN EMPLOYMENT AGREEMENT EMPLOYEE OF THE
 16 CITY IN THE SAME OR SIMILAR POSITION.

17 C. THE TERM REQUIREMENTS SET FORTH IN THIS SECTION SHALL NOT APPLY TO
 18 NOTWITHSTANDING ANY OTHER RESTRICTIONS OF THIS SECTION, AN
 19 EMPLOYMENT AGREEMENT FUNDED THROUGH GRANT SOURCES, AND ANY
 20 SUCH GRANT-FUNDED EMPLOYMENT AGREEMENT SHALL TERMINATE AT
 21 THE EXPIRATION, OR EARLIER TERMINATION, OF THE GRANT FUNDING, ~~AND~~
 22 SHALL NOT BE RESTRICTED TO A 5-YEAR TERM LIMIT.

23 D. THE TERM REQUIREMENTS SET FORTH IN THIS SECTION SHALL ONLY APPLY
 24 TO EMPLOYMENT AGREEMENTS S-EMPLOYEES EXECUTED AFTER JULY 1, 2020,
 25 AND FOR PURPOSES OF CALCULATING THE TERM LIMIT, ANY TIMES OF
 26 EMPLOYMENT WITH THE CITY PRIOR TO JULY 1, 2020 SHALL NOT BE
 27 COUNTED.

28 E. THE TERM REQUIREMENTS SET FORTH IN THIS SECTION SHALL NOT APPLY TO
 29 CIVIL SERVICE, EXEMPT SERVICE, OR TEMPORARY EMPLOYEES.

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 31 **Section 3.10.030 - Benefits and privileges.**

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 33 A. ~~Positions defined as "other excluded service" include contractual employees, seasonal or~~
 34 ~~temporary employees, and all employees who are part time.~~ Benefits and privileges of the
 35 civil service shall not apply to OTHER EXCLUDED SERVICE EMPLOYEES ~~members of~~
 36 ~~"other excluded service"~~ except to the extent enumerated in THIS SECTION ~~an employment~~
 37 ~~agreement that has been approved by the City Council.~~

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 39 B. THE CITY OFFERS THE FOLLOWING BENEFITS TO OTHER EXCLUDED SERVICES
 40 EMPLOYEES. THESE OTHER EXCLUDED SERVICE EMPLOYEES ARE ELIGIBLE
 41 FOR BENEFITS UPON HIRE, UNLESS NOTED OTHERWISE:

- 42
 43 1. TEMPORARY EMPLOYEES AND PART-TIME EMPLOYMENT AGREEMENT
 44 EMPLOYEES (A) SHALL NOT BE ENTITLED TO PARTICIPATE IN ANY CITY
 45 BENEFIT PROGRAMS, PENSION PLANS, OR RETIREMENT PLANS; (B) SHALL
 46 NOT RECEIVE ANY PAID CITY HOLIDAYS; (C) SHALL NOT RECEIVE ANY

1 PAID OR SICK LEAVE EXCEPT TO THE EXTENT REQUIRED BY LAW; AND (D)
2 UNLESS OTHERWISE REQUIRED BY FEDERAL OR STATE LAW, SHALL NOT
3 BE ENTITLED TO OVERTIME PAY OR COMPENSATORY LEAVE.

- 4 2. FULL-TIME EMPLOYMENT AGREEMENT EMPLOYEES (A) SHALL BE
5 ENTITLED TO PARTICIPATE IN THE CITY BENEFIT PROGRAMS, BUT NOT IN
6 ANY PENSION PLANS OR RETIREMENT PLANS; (B) SHALL RECEIVE ALL
7 PAID CITY HOLIDAYS; (C) EXCEPT AS OTHERWISE SPECIFIED BY SECTION
8 3.10.030.B.3, SHALL RECEIVE PAID ANNUAL LEAVE IN THE AMOUNT OF
9 _____HOURS 10 DAYS PER CITY FISCAL YEAR THROUGHOUT THE
10 EMPLOYMENT AGREEMENT TERM; (D) SHALL RECEIVE SICK LEAVE AS
11 PROVIDED FOR BY LAW; AND (E) UNLESS OTHERWISE REQUIRED BY
12 FEDERAL OR STATE LAW, SHALL NOT BE ENTITLED TO OVERTIME PAY OR
13 COMPENSATORY LEAVE~~MAY BE ENTITLED TO OVERTIME PAY AND/OR~~
14 ~~COMPENSATORY LEAVE AS REQUIRED BY FEDERAL OR STATE LAW. ANY~~
15 ~~APPLICABLE~~ PAID ANNUAL LEAVE AND/OR PAID CITY HOLIDAYS SHALL
16 BE PRO-RATED ACCORDINGLY FOR AN INITIAL TERM AND/OR A RENEWAL
17 TERM EMPLOYMENT AGREEMENT TERMS OF LESS THAN A YEAR. ~~ANY~~
18 ~~APPLICABLE~~ PAID ANNUAL LEAVE SHALL BE GRANTED AS A LUMP SUM
19 AT THE BEGINNING OF EACH CITY FISCAL YEAR DURING THE
20 EMPLOYMENT AGREEMENT TERM, AND SHALL BE AVAILABLE FOR THE
21 EMPLOYMENT AGREEMENT EMPLOYEE'S IMMEDIATE USE UPON
22 APPROVAL BY THE APPOINTING AUTHORITY OR DESIGNATED CITY
23 SUPERVISOR. ANY PAID ANNUAL LEAVE REMAINING UPON THE
24 ~~EXPIRATION~~END OF EACH CITY FISCAL YEAR DURING THE EMPLOYMENT
25 AGREEMENT TERM, OR EARLIER TERMINATION THEREOF, OF THE
26 ~~EMPLOYMENT AGREEMENT~~ SHALL BE FORFEITED, UNLESS OTHERWISE
27 REQUIRED BY FEDERAL OR STATE LAW, ~~AND~~ EXCEPT THAT PAID
28 ANNUAL LEAVE MAY BE ROLLED OVER FROM A PRIOR EMPLOYMENT
29 AGREEMENT WITH THE CITY, OR FROM THE INITIAL TERM OR ANY
30 RENEWAL TERM OF AN EMPLOYMENT AGREEMENT IF, DUE TO A
31 DECLARED LOCAL EMERGENCY OR OTHER FORCE MAJEURE EVENT, THE
32 CITY DOES NOT GRANT PERMISSION TO USE SUCH PAID ANNUAL LEAVE
33 DURING AN ENTIRE CITY FISCAL YEAR DURING THE TERM OF ANY
34 EMPLOYMENT AGREEMENT.~~INTO A NEW EMPLOYMENT AGREEMENT IF,~~
35 ~~DUE TO A DECLARED LOCAL EMERGENCY OR OTHER FORCE MAJEURE~~
36 ~~EVENT, THE CITY DOES NOT GRANT THE EMPLOYMENT AGREEMENT~~
37 ~~EMPLOYEE PERMISSION TO USE SUCH LEAVE DURING THE ENTIRE TERM~~
38 ~~OF THE EMPLOYMENT AGREEMENT.~~

- 39 3. NOTWITHSTANDING THE LANGUAGE IN SECTION 3.10.030.B.2 TO THE
40 CONTRARY, EMPLOYMENT AGREEMENT EMPLOYEES WORKING FOR THE
41 CITY PURSUANT TO CITY FISCAL YEAR 2020 EMPLOYMENT AGREEMENTS
42 THAT RECEIVED 15 DAYS OF PAID ANNUAL LEAVE PER CITY FISCAL YEAR
43 UNDER THOSE EMPLOYMENT AGREEMENTS SHALL CONTINUE TO
44 RECEIVE 15 DAYS OF PAID ANNUAL LEAVE PER CITY FISCAL YEAR FOR
45 ANY FUTURE EMPLOYMENT AGREEMENTS AUTHORIZED PURSUANT TO
46 THIS CHAPTER.

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SECTION II: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY COUNCIL that this ordinance shall take effect from July 1, 2020.

Explanation:

UPPERCASE indicates matter added to existing law.

~~Strikethrough~~ indicates matter stricken from existing law.

Underlining indicates amendments.