

Staff Report and Fiscal Impact Note

Legislation No: Resolution 35-22

First Reader Date: 6/6/2022

Note Date: 6/8/2022

Legislation Title: Submission of Proposed Union Agreements

Description: For the purpose of submitting to the City Council, for its ratification or rejection, written memoranda of Collective Bargaining Agreements for the Fiscal Years 2023 through 2024 between the City of Annapolis and the following unions:

Local 400 (Police)

IAFF Local 1926 (Fire)

AFSCME Local 3162 (Clerical and Technical)

AFSCME Local 3406 (Labor and Trades)

Summary of Negotiated Changes:

UFCW Local 400 MEMORANDUM OF AGREEMENT

- General language changes:
 - Gender-neutral language (they/their)
 - “City” to “Employer”
 - “Human Resources Director” to “Human Resources Manager”
 - Removal of reference to the Law Enforcement Officers Bill of Rights.
- Article 5. Grievances & Arbitration:
 - 5.1. Creation of approved and agreed upon Grievance Form.
 - 5.2-5.4. Revision of grievance dispute language and procedure for uniformity and clarity.
- Article 6. Union Stewards and Union Representation: Addition of language granting leave of absence for delegates to perform Union-related work.
- Article 13. Seniority: Revision of language to modify Seniority credit for cadets.
- Article 10. Health and Life Insurance: Increase in funeral and burial/cremation expense coverage for line of duty deaths from \$6,000 to \$10,000.
- Article 11. Retiree Health Insurance: Lower eligibility age for retiree medical benefits from 50 to 45.
- Article 17. Holidays: Addition of Juneteenth and addition of Independence Day for extra half time pay.
- Article 18. Personal and Annual Leave: Revision of Annual Leave Period definition.
- Article 20. Bereavement Leave: Revision of language to mirror City of Annapolis Personnel Rules and Regulations.
- Article 21. Sick Leave: Addition of language regarding compliance with the Maryland Healthy Working Families Act.

- Article 23. Overtime: Addition of language creating voluntary and mandatory overtime system and guidelines.
- Article 24. Health and Welfare Benefits: Revision of Retiree Medical language to clarify eligibility.
- Article 25. Pension: Addition of optional fifth-year for DROP participation subject to maximum enrollment numbers already established.
- Article 28. Pay:
 - 28.1. Wage Scale Adjustments:
 - 28.6. Field Training Officers: Increase in pay from \$35/day to \$100/day for training a sworn probationary Officer.
 - 28.9. Grant-funded compensation: Addition of language granting the City the right to distribute grant-funded compensation with reasonable notice to the Union.
 - 28.10. Criminal Investigation Section: Addition of language granting employees 14 hours of compensatory time for a full calendar week of on-call status, or 2 hours of compensatory time per 24-hour period covered.
- Article 33. Military Service: Addition of language providing that employees shall be paid the difference between base pay rate and military base pay for up to 90 days per calendar year.
- Article 37. Multilingual Pay: Addition of article regarding grant-funded multilingual pay.
- Article 38. Miscellaneous: New article.
 - 38.1. Notice Requirements: Clarifying language streamlining notice procedure.
 - 38.2. Assessments and Evaluations: Addition of language regarding compliance with State law.
 - 38.3. Promotional Process:
 - 38.4. Pay Scale:
 - 38.5. Line of Duty Death:
- Take Home Car:
 - Eliminate \$50 charge.
 - Allow for vehicle maintenance during work day

IAFF Local 1926 MEMORANDUM OF AGREEMENT

- General language changes:
 - Gender-neutral language (they/their)
 - "City" to "Employer"
 - "Human Resources Director" to "Human Resources Manager"
- Wage Scale Adjustments:
 - A \$500 increase in the first step of the first rank which carries through all of the steps for all of the ranks.
 - 2.5% COLA adjustment in each fiscal year of the Agreement.
- Article 1. Recognition: Addition of captains to the bargaining unit.
- Article 10. Health and Life Insurance: Increase in funeral and burial/cremation expense coverage for line of duty deaths from \$6,000 to \$10,000.
- Article 11. Retiree Health Insurance: Lower eligibility age for retiree medical benefits from 50 to 45.
- Article 13. Modified Duty:

- Article 19. Grievance Procedures: Addition of language regarding procedure for grievances related to discipline imposed by the Chief.
- Article 20. Pensions and Retirement: Addition of language regarding disability retirement options.
- Article 23. Leave:
 - 23(w). Sick Leave: Addition of requirement to provide written physician statement to support an absence after missing two consecutive 24 hour shifts within 24 hours of the end time of the second missed shift.
 - 23(z). Holiday Pay: Addition of Juneteenth Holiday.
- Article 24. Promotions:
 - 24(a). Notice of Promotional Examinations: Revision of language to require the City to provide two sets of study materials each year in advance of a scheduled promotional examination.
 - 24(b). Candidate List: Addition of clarifying language regarding promotion qualification and revision of procedure for candidates seeking promotion.
 - 24(c). Written Examination: Modification to reflect yearly testing.
 - GO: During the promotional process, each Work Jacket being reviewed shall have on its cover the following language: "If there are oral counselings in the jacket, they shall not be considered in the review of the record of the employee."
- Agreements beyond the CBA:
 - Memorandum documenting overtime filling process agreement.
 - OPM stating current staffing shall remain for the duration of the two-year agreement.
 - OPM stating volunteers shall not count towards staffing at the start of the shift.
- Pension Plan Revisions
 - Allow plan to take credit for post-retirement earnings only from employment in the same or substantially similar position as held for the City.
 - Eliminate remarriage penalty.

AFSCME 3162 MEMORANDUM OF AGREEMENT

- General language changes:
 - Gender-neutral language (they/their)
 - "City" to "Employer"
 - "Human Resources Director" to "Human Resources Manager"

Section 7.5 -- Work Force Changes

Note: Language was added to distinguish between involuntary and voluntary demotion which was previously unclear.

Demotions:

The term demotion, as used in this provision, means the reassignment, of an employee from a position in one job classification to a lower paying position in another job classification. There are two types of demotions:

Involuntary Demotion is a demotion based on an administrative decision, not

initiated by the employee. Demotions shall be made only for disciplinary reasons or for an inability to satisfactorily perform the job or to avoid laying off employees or at the employee's request with the employer's concurrence. In any case involving demotion to avoid layoff, the employee involved shall have the right to elect which alternative he/she will take -- the demotion or the layoff. When an employee is demoted to avoid layoff, his/her rate of pay shall be his/her current rate or the maximum of the new job grade whichever is lower.

Voluntary Demotion is initiated by the employee generally through the application and selection for a lower level position. Employees are placed on the lower level pay grade not to exceed the maximum pay rate for the position. Longevity steps may apply in the consideration of the appropriate step in the new grade.

Section 8.1 -- Holidays Recognized & Observed

Juneteenth (June 19) is added to the list of holidays recognized and observed as paid holidays for a total of 12 paid holidays.

Section 9.3 -- Choice of Annual Leave Period

Note: The notice requirement of five days was lowered to two days as long as notice and staffing requirements are met

Annual leave may be granted at the time requested by the employee provided proper notice is given and staffing requirements can be met without affected employee's work attendance. If the nature of the work makes it necessary to limit the number of employees on annual leave at the same time, the employee with greater seniority shall be given his/her/their choice of the annual leave period in the event of any conflict over annual leave periods.

Employees shall give as much advance notice as possible before scheduling annual leave. In no event may this notice be less than two work days.

Section 9.4 -- Work During Annual Leave Period

Note: This section clarifies that the department director must determine if an emergency exists and that it applies to work during scheduled annual leave hours.

Any employee who is requested to and does work in an emergency as determined by the department director during his/her/their approved annual leave period shall be paid at a rate of two (2) times his/her/their regular rate of pay for all hours worked during scheduled annual leave hours, and such time shall not be counted as annual leave.

Section 18.1 -- Rates of Pay

A. There will be cost of living adjustments as follows:

- a. 2.5% effective the beginning of the first pay period after July 1, 2022 for Fiscal Year 2023
- b. 2.5% effective the beginning of the first pay period after July 1, 2023 for Fiscal Year 2024

- D. In addition to the cost of living adjustments outlined in section A of this section the following will be provided:
 - a. A bonus of **\$3000** payable in a lump sum on the pay date for the pay period that begins after July 1, 2022 for Fiscal Year 2023
 - b. A bonus of **\$3000** payable in a lump sum on the pay date for the pay period that begins after July 1, 2023 for Fiscal Year 2024

Section 23.1 -- Discipline

Note: The requirement that five years must pass before disciplinary actions can be removed from an employee's file has been changed to two years

Records of disciplinary action will be removed from the employee's records after two (2) years, providing there has been no intervening disciplinary action recorded.

Section 18.1 -- Rates of Pay

- B. There will be **cost of living adjustments** as follows:
 - c. 2.5% effective the beginning of the first pay period after July 1, 2022 for Fiscal Year 2023
 - d. 2.5% effective the beginning of the first pay period after July 1, 2023 for Fiscal Year 2024
- E. In addition to the cost of living adjustments outlined in section A of this section the following will be provided:
 - a. A bonus of **\$3000** payable in a lump sum on the pay date for the pay period that begins after July 1, 2022 for Fiscal Year 2023
 - b. A bonus of **\$3000** payable in a lump sum on the pay date for the pay period that begins after July 1, 2023 for Fiscal Year 2024

AFSCME 3406 MEMORANDUM OF AGREEMENT

- General language changes:
 - Gender-neutral language (they/their)
 - "City" to "Employer"
 - "Human Resources Director" to "Human Resources Manager"

Section 7.5 -- Work Force Changes

Note: Language was added to distinguish between involuntary and voluntary demotion which was previously unclear.

Demotions:

The term demotion, as used in this provision, means the reassignment, of an employee from a position in one job classification to a lower paying position in another job classification. There are two types of demotions:

Involuntary Demotion is a demotion based on an administrative decision, not initiated by the employee. Demotions shall be made only for disciplinary reasons or for an inability to satisfactorily perform the job or to avoid laying off employees or at the employee's request with the employer's concurrence. In any case involving demotion to avoid layoff, the employee involved shall have the right to elect which alternative he/she will take -- the demotion or the layoff. When an employee is demoted to avoid layoff, his/her rate of pay shall be his/her current rate or the maximum of the new job grade whichever is lower.

Voluntary Demotion is initiated by the employee generally through the application and selection for a lower level position. Employees are placed on the lower level pay grade not to exceed the maximum pay rate for the position. Longevity steps may apply in the consideration of the appropriate step in the new grade.

Section 8.1 -- Holidays Recognized & Observed

Juneteenth (June 19) is added to the list of holidays recognized and observed as paid holidays for a total of 12 paid holidays.

Section 9.3 -- Choice of Annual Leave Period

Note: The notice requirement of five days was lowered to two days as long as notice and staffing requirements are met

Annual leave may be granted at the time requested by the employee **provided proper notice is given and staffing requirements can be met without affected employee's work attendance.** If the nature of the work makes it necessary to limit the number of employees on annual leave at the same time, the employee with greater seniority shall be given his/her/their choice of the annual leave period in the event of any conflict over annual leave periods.

Employees shall give as much advance notice as possible before scheduling annual leave. In no event may **this notice be less than two work days.**

Section 9.4 -- Work During Annual Leave Period

Note: This section clarifies that the department director must determine if an emergency exists and that it applies to work during scheduled annual leave hours.

Any employee who is requested to and does work in an emergency **as determined by the department director** during his/her/their approved annual leave period shall be paid at a rate of two (2) times his/her/their regular rate of pay for all hours worked **during scheduled annual leave hours**, and such time shall not be counted as annual leave.

Section 14.1 – Work Schedules and Assignments

Note: All references to Bulk Pick Up and Leaf Collection have been removed since those functions are not staffed by members of this unit.

Note: All references to part time employees in the following sections were removed as the bargaining unit only represents Civil Service positions which are full time:

7.4 Work Force Changes

Seniority – removed reference to part time bus drivers

Article XIII. Holidays

8.4 Eligibility

Reference to part time employees working less than 22 hours not entitled to Holidays is not relevant as they are not members of the unit

Section 17.1 -- Uniforms & Protective Clothing

NOTE: This section was clarified to distinguish between those working outdoors and those working out of the elements as well as the provision affecting only Transportation employees with regard to uniform cleaning.

Employees' uniforms, protective clothing, appropriate work or safety shoes, or an appropriate protective device that is necessary for the safety of the employee shall be furnished when needed without cost to the employee by the employer as appropriate for the work assignment. The employer agrees to furnish and maintain rain gear and gloves to all employees who are regularly working outdoors when necessary.

The cost of maintaining, the uniform or protective clothing in proper working condition shall be paid by the Employer. Provided, however, that in place of the previous provision, the Department of Transportation shall pay bus drivers \$3.00 per week to cover the cost of maintaining their uniforms, and they will take responsibility for having them cleaned. This amount will be paid quarterly.

Section 18.1 -- Rates of Pay

- C. There will be **cost of living adjustments** as follows:
 - e. 2.5% effective the beginning of the first pay period after July 1, 2022 for Fiscal Year 2023
 - f. 2.5% effective the beginning of the first pay period after July 1, 2023 for Fiscal Year 2024

- F. In addition to the cost of living adjustments outlined in section A of this section the following will be provided:
 - a. A bonus of **\$3000** payable in a lump sum on the pay date for the pay period that begins after July 1, 2022 for Fiscal Year 2023
 - b. A bonus of **\$3000** payable in a lump sum on the pay date for the pay period that begins after July 1, 2023 for Fiscal Year 2024

IAFF LOCAL 1563 FINAL OFFER

Fire Captains have been added to the bargaining unit

Addition of Juneteenth affects Holiday Pay of extra half hour for each hour worked between 0800 and 1600 hours

City proposal of \$1500 for maintaining ALS certification

City Proposal of \$50 per shift for Field Training Officer Stipend up to 25 (or is it 20) shifts

New Wage Scales shall be attached to the Agreement as Attachments A and B respectively for each of the two fiscal years in the term of the Agreement. For clarity, the wage adjustments include:

- a. A \$500 increase in the first step of the first rank which then carries through all of the steps for all of the ranks.
- b. Configuration of the scales- percentages between each step, each rank, and longevity pauses remain unchanged.
- c. The scales are configured to include a 2.5% COLA adjustment in each fiscal year.

Approximate Fiscal Impact of Economic Provisions in Union Contracts

	No. of Positions	Total	Fund							
			General	Sewer	Water	Parking	Trans	Watershed	Refuse	Fleet Ops
Police	113									
<i>Year 1</i>										
Scale Shift		1,759,800	1,759,800	-	-	-	-	-	-	-
COLA		326,200	326,200	-	-	-	-	-	-	-
Overtime Impact		312,900	312,900	-	-	-	-	-	-	-
FTO Stipend		45,000	45,000	-	-	-	-	-	-	-
CID Comp Time		-	-	-	-	-	-	-	-	-
Juneteenth		-	-	-	-	-	-	-	-	-
Military Service		-	-	-	-	-	-	-	-	-
Eliminate Car Charge		31,200	31,200	-	-	-	-	-	-	-
Total		2,475,100	2,475,100							
<i>Year 2</i>										
Scale Shift		1,803,795	1,803,795	-	-	-	-	-	-	-
COLA		334,355	334,355	-	-	-	-	-	-	-
Overtime Impact		320,723	320,723	-	-	-	-	-	-	-
FTO Stipend		45,000	45,000	-	-	-	-	-	-	-
CID Comp Time		-	-	-	-	-	-	-	-	-
Juneteenth		-	-	-	-	-	-	-	-	-
Military Service		-	-	-	-	-	-	-	-	-
Eliminate Car Charge		31,200	31,200	-	-	-	-	-	-	-
Total		2,535,073	2,535,073							
Fire	132									
<i>Year 1</i>										
Scale Shift		175,500	175,500	-	-	-	-	-	-	-
COLA		402,500	402,500	-	-	-	-	-	-	-
Overtime Impact		86,700	86,700	-	-	-	-	-	-	-
FTO Stipend		12,500	12,500	-	-	-	-	-	-	-
Juneteenth		5,500	5,500	-	-	-	-	-	-	-
ALS Certification		84,000	84,000	-	-	-	-	-	-	-
One - time		426,294	426,294	-	-	-	-	-	-	-
Total		1,192,994	1,192,994							
<i>Year 2</i>										
Scale Shift		179,888	179,888	-	-	-	-	-	-	-
COLA		412,563	412,563	-	-	-	-	-	-	-
Overtime Impact		88,868	88,868	-	-	-	-	-	-	-
FTO Stipend		12,500	12,500	-	-	-	-	-	-	-
Juneteenth		5,638	5,638	-	-	-	-	-	-	-
ALS Certification		84,000	84,000	-	-	-	-	-	-	-
One - time		426,294	426,294	-	-	-	-	-	-	-
Total		1,209,749	1,209,749							
AFSCME Trades	113									
<i>Year 1</i>										
COLA		205,700	85,200	12,100	36,800	-	53,300	4,100	3,900	10,300
Overtime Impact		14,399	5,964	847	2,576	-	3,731	287	273	721
One - time		364,950	148,600	22,600	64,600	-	100,100	6,500	6,400	16,150
Total		585,049	239,764	35,547	103,976		157,131	10,887	10,573	27,171
<i>Year 2</i>										
COLA		210,843	87,330	12,403	37,720	-	54,633	4,203	3,998	10,558
Overtime Impact		14,759	6,113	868	2,640	-	3,824	294	280	739
One - time		364,950	148,600	22,600	64,600	-	100,100	6,500	6,400	16,150
Total		590,551	242,043	35,871	104,960		158,557	10,997	10,677	27,447
AFSCME Clerical	43									
<i>Year 1</i>										
COLA		78,600	64,100	800	800	1,500	8,000	1,900	1,500	-
One - time		138,900	106,600	3,230	3,230	3,230	12,920	6,460	3,230	-
Total		217,500	170,700	4,030	4,030	4,730	20,920	8,360	4,730	
<i>Year 2</i>										
COLA		80,565	65,703	820	820	1,538	8,200	1,948	1,538	-
One - time		138,900	106,600	3,230	3,230	3,230	12,920	6,460	3,230	-
Total		219,465	172,303	4,050	4,050	4,768	21,120	8,408	4,768	

Approximate Fiscal Impact of Economic Provisions in Union Contracts										
	No. of Positions	Total	Fund							
			General	Sewer	Water	Parking	Trans	Watershed	Refuse	Fleet Ops
Non-Reps & Exempt	197									
<i>Year 1</i>										
COLA		595,020	536,350	6,510	13,300	-	18,670	10,760	3,000	6,430
One - time		552,250	481,200	11,300	16,150	-	19,380	14,530	3,230	6,460
Total		1,147,270	1,017,550	17,810	29,450	-	38,050	25,290	6,230	12,890
<i>Year 2</i>										
COLA		609,896	549,759	6,673	13,633	-	19,137	11,029	3,075	6,591
One - time		552,250	481,200	11,300	16,150	-	19,380	14,530	3,230	6,460
Total		1,162,146	1,030,959	17,973	29,783	-	38,517	25,559	6,305	13,051
Grand Total	598									
<i>Year 1</i>										
Scale Shift		1,935,300	1,935,300	-	-	-	-	-	-	-
COLA		1,608,020	1,414,350	19,410	50,900	1,500	79,970	16,760	8,400	16,730
Overtime Impact		413,999	405,564	847	2,576	-	3,731	287	273	721
FTO Stipend		57,500	57,500	-	-	-	-	-	-	-
CID Comp Time		-	-	-	-	-	-	-	-	-
Juneteenth		5,500	5,500	-	-	-	-	-	-	-
Military Service		-	-	-	-	-	-	-	-	-
Eliminate Car Charge		31,200	31,200	-	-	-	-	-	-	-
ALS Certification		84,000	84,000	-	-	-	-	-	-	-
One - time		1,482,394	1,162,694	37,130	83,980	3,230	132,400	27,490	12,860	22,610
Total		5,617,913	5,096,108	57,387	137,456	4,730	216,101	44,537	21,533	40,061
<i>Year 2</i>										
Scale Shift		1,983,683	1,983,683	-	-	-	-	-	-	-
COLA		1,648,221	1,449,709	19,895	52,173	1,538	81,969	17,179	8,610	17,148
Overtime Impact		424,349	415,703	868	2,640	-	3,824	294	280	739
FTO Stipend		57,500	57,500	-	-	-	-	-	-	-
CID Comp Time		-	-	-	-	-	-	-	-	-
Juneteenth		5,638	5,638	-	-	-	-	-	-	-
Military Service		-	-	-	-	-	-	-	-	-
Eliminate Car Charge		31,200	31,200	-	-	-	-	-	-	-
ALS Certification		84,000	84,000	-	-	-	-	-	-	-
One - time		1,482,394	1,162,694	37,130	83,980	3,230	132,400	27,490	12,860	22,610
Total		5,716,983	5,190,126	57,893	138,793	4,768	218,194	44,963	21,750	40,497