

Mayor and Aldermen of the City of Annapolis

and

Local 3162, AFSCME (Clerical and Technical)

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.

3. Article XV: Health and Welfare Benefits

Retain 20% Employee - 80% City premium contribution percentage.

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 1st 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 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 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.

3. Article X: Sick Leave

Section 10.4 -- Excessive Usage

A. After **the use of** seven (7) **days occurrences of** sick leave (~~consecutive or non-consecutive an occurrence is defined as the usage of sick leave for one or more consecutive days~~) 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, the Employee 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.~~

- C. ~~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.~~
- D. In the event the employee’s absences may be the result of a chronic medical condition, the employee may be referred for a medical evaluation. 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.
- E. Sick days attributed by a doctor’s certificate ~~to the 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.~~
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.~~

4. Article XV

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

5. Section 17.1 Uniforms & Protective Clothing

The Employer will provide employee's uniforms, protective clothing, work/safety shoes, or any type of protective device that is needed without cost to the employees for those positions that require uniforms; The cost of maintaining the uniform or protective clothing in proper working condition shall be paid by the Employer.

The employer agrees to maintain safe and sanitary lavatories.

Employees must wear and/or use the equipment or clothing provided by the Employer in the performance of his/her duties.

6. Article XXVII: Duration of Agreement

One year agreement effective July 1, 2017.

7. Last page. Change name of Mayor to Michael Pantelides.
AGREED AND ACCEPTED THIS ____DATE OF ____, 2017

Mary Pat Whiteley
President
AFSCME Local 3162

Tricia Hopkins
Human Resources Manager