# Mayor and Aldermen of the City of Annapolis

## And

Local 3406, AFSCME (Labor and Trades)

City's Best and Final Offer June 15, 2018

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.

## **CITY'S PROPOSALS:**

## 1. Article XVIII: Pay

- A. There will be cost of living adjustments as follows:
  - a. 2% effective July 1, 2018
  - b. 2% effective July 1, 2019
  - c. 3% effective July 1, 2020
  - d. 3% effective July 1, 2021
- B. Employees who are eligible for step increases will receive step increases of 5.361% on their anniversary date.

If there are any additional increases in wages constituting across the board cost of living adjustments (AS OPPOSED TO WAGE INCREASES RESULTING FROM JOB RECLASSIFICATION, PROMOTIONS, MERIT INCREASES, PENSION CONTRIBUTION ADJUSTMENTS, OR THE LIKE) over and above those stipulated above offered to and accepted by any of the other unions representing employees of the City of Annapolis, an equal increase will be offered to the Union. The parties agree that this clause does not apply to any wage enhancement given to other union-represented employees as a result of a judicial or arbitral order.

The establishment and payment of longevity increase for seven (7) years in 1988 and twelve (12) years in 1989, as well as the previously established increase for fifteen (15) years will not affect the normal step (merit) increases to which any employees are entitled. Longevity Step 11 negotiated in FY18 for July 1, 2018 effective date will increase from 2.5 to 5.361%.

## 2. Article VII: Seniority

Section 7.4 -- Work Force Changes

## New or Temporary Job Openings:

Temporary job openings are defined as those openings which occur because of the absence of the employee assigned to the job, or those openings which occur because of an overload of work for a short period of time.

Temporary job openings may be filled by Employer assignment or reassignment in the form of a temporary promotion.

An employee who is required to work above the employee's classification for two hours at least one regular workday will be compensated at the 5% above the employee's current rate of pay; provided that the employee will not be paid at a higher rate when working above the employee's classification if the work is done for training proposes

meaning another employee or supervisor is also there.

No employee temporarily assigned to a higher classification shall fill permanently a job made available due to approved leave.

NEW Section 7.5 during FY19 the City agrees to establish and conduct a joint labor and management committee to consider the appropriate titles for non-competitive advancement in multi-grade positions. Management retains the right to assign work and determine operational needs of the affected department. The ability to implement recommendations is subject to the requirements of the City Code and rules and regulations which includes approval of the Civil Service Board and adoption of changes to the position and pay plan by the City Council.

#### 3. Article XI: Other Leave

## Section 11.2 Bereavement Funeral Leave

- A. Upon approval by the department, an eligible full-time employee shall be granted time off with pay at his straight time rate, not to exceed three (3) consecutive, uninterrupted scheduled workdays, if needed, upon the death of an immediate family member.
- B. The employee's immediate family shall be defined as the employee's spouse, domestic partner, father, stepfather, mother, stepmother, legal guardian, son, stepson, daughter, stepdaughter, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandparent, grandchildren, father-in-law, and mother-in-law.

## 4. Section 14.3 - Utilities-After Hours Standby

- A. One qualified employee from each of Sewer Collection and Water Distribution will be assigned to standby duty on a rotating basis for each weekend or holiday. Employees on this standby status shall be paid one and one-half (1½) times their regular rate of pay for six (6) hours for each assigned weekend. The definition of "weekend" shall be from 3:30 p.m. Friday to 7:00 a.m. Monday. Employees who are on standby must be available and respond if called within one hour. City owned pagers will be provided. If the employees are called to report for duty, they shall be paid, in addition, for all time worked (with a minimum of three (3) hours) at one and one-half (1½) times their regular rate of pay.
- B. Employees other than those identified in subsection A of this section who are placed on standby as authorized by the Department Director shall be compensated at three (3) hours at their regular rate for each day they are required to be on standby. If called in to work they shall be paid in accordance with Section 22.1 Call Time in this agreement.

C. Article XV Section 15.1 –Health and Welfare Benefits

- A. Cost-sharing percentage for medical, prescription, dental, and vision benefits will be 80% for the City and 20% for the employee until July 1, 2020 when the Cost-sharing percentage for medical, prescription, dental, and vision benefits will be 75% for the City and 25% for the employee.
- F. In any fiscal year that the Net Position in the Health Insurance Fund is anticipated to exceed 10% of estimated expenses, the City will provide a premium holiday to the employee in proportion to the employee/employer cost share percentages in effect at the time of the premium holiday.

#### D. Article XVI

NEW E. The Employer agrees to pay the cost of Commercial Driver License (CDL) renewal and the cost of the Department of Transportation (DOT) physical examination as required for certification by the City's authorized medical provider. Should the employee choose to obtain the required DOT physical examination from a provider other than the City's authorized provider, then the employee will be responsible for the cost of the DOT physical examination.

## E. Article XXVII: Duration of Agreement

This Agreement effective will be effective July 1, 2018 through June 30, 2022. Thereafter, it shall be self-renewing for one-year periods, unless written notice of intention to modify the Agreement is given by either party (City or Union) to the other not later than January 15<sup>th</sup> of calendar year in which the Agreement expires.

Last page. Change name of Mayor to Gavin Buckley.

For AFSCME 3406

For City of Annapolis