

**AGREEMENT BETWEEN  
THE CITY OF ANNAPOLIS  
AND  
LOCAL 1926, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,  
AFL-CIO, (ANNAPOLIS PROFESSIONAL FIREFIGHTERS)**

**PREAMBLE**

This agreement entered into by the City of Annapolis, hereinafter referred to as the Employer and/or the City and Local 1926; International Association of Firefighters, AFL-CIO, hereinafter referred to as the Employees and/or the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, benefits and other working conditions.

**ARTICLE 1. RECOGNITION.**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all eligible employees in the Annapolis Fire Department in the ranks of firefighter, firefighter first class, and lieutenant ("employees") pursuant to the provisions of the Employee-Management Relations Ordinance, Section 3.32.050 of the Annapolis City Code. The Union, pursuant to its internal procedures, has denominated this bargaining unit as Unit 1.

**ARTICLE 2. PLEDGE AGAINST DISCRIMINATION AND COERCION.**

- a. 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, national origin, physical or mental disabilities, veteran status, sexual orientation, gender identity, genetic information, political or religious affiliation, any other status protected by federal, state or local law or any other factors shown to have a disparate effect.
- b. The Union shall share equally with Employer the responsibility for applying the provisions of this agreement.
- c. The Employer agrees not to interfere with the right of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any employer representatives, or coercion by the Employer or any employer representatives against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.
- d. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

- e. The Employer and the Union agree that they shall not interfere in the exercise of the rights guaranteed under the Employee-Management Relations Ordinance, Chapter 3.32 of the Annapolis City Code.

**ARTICLE 3. UNION STEWARDS AND REPRESENTATIVES.**

- a. The Employer recognizes and shall deal with the appropriate Union representatives which have been designated, in writing, by the secretary of the Union, in areas to be defined by the parties, and where provided for in this agreement.
- b. A written list of the Union Shop Stewards shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any change of such Shop Stewards.

**ARTICLE 4. NO STRIKE OR LOCK-OUT.**

- a. The Union members individually and collectively agree that during the effective dates of this agreement there shall be no strike of any kind sanctioned by or caused by the Union.
- b. The Employer agrees that there shall be no lock-out of the employees during the effective dates of this agreement.
- c. The Employer agrees that in the event of an unauthorized strike that there will be no liability on the part of the Union provided the Union promptly and publicly disavows such unauthorized strike and takes prompt action to terminate the strike.

**ARTICLE 5. PERSONNEL REDUCTION.**

- a. The Employer agrees that in the event it becomes necessary to reduce the work force of the Annapolis Fire Department, for whatever reason, the employees will be reduced or laid off in the inverse order of their hire or employment date.
- b. No new employees shall be hired or employed by the Annapolis Fire Department until all employees on layoff status desiring to return to work have been recalled.

**ARTICLE 6. PAYROLL DEDUCTION FOR UNION DUES.**

- a. For those employees who are members of the Union and for those employees who become members of the Union during the effective dates of this agreement the Employer agrees to withhold from their earned wages, each pay period, the amount certified to the Employer by the Union as the regular Union dues providing said employees properly execute payroll deduction authorization cards. However, any

employee who desires to terminate his membership at the expiration date of this agreement shall notify the Employer in writing at least thirty (30) days prior to the expiration date of this agreement.

- b. For those employees who are not members of the Union and for those employees who desire not to become members of the Union during the effective dates of this agreement, they shall be required to pay from their earned wages, each pay period, as a condition of continued employment, one-half (1/2) of the amount certified to the Employer by the Union as the regular Union dues as a service fee toward the administration of this agreement. The Employer agrees to withhold said service fee from earned wages, each pay period, providing said employees properly execute a payroll deduction authorization card.
- c. The Employer agrees to transmit such withholdings for Union dues and service fees to the treasurer of the Union not later than five (5) days after each pay period. The Union shall notify the Employer at least thirty (30) days prior to any change in such Union dues, service fees, or change of Union treasurer.
- d. The Union agrees to indemnify and save the Employer harmless against any and all claims, by reason of action taken by the Employer for the purpose of complying with the provisions of this article.

**ARTICLE 7. MAINTENANCE OF MEMBERSHIP AND PROBATIONARY PERIOD.**

- a. All present employees who are members of the Union covered by this agreement shall, as a condition of continued employment, remain members of the Union in good standing. All future employees shall be required to become and remain members of the Union at the end of their probationary period, or should they desire not to become members of the Union, they shall be required to pay the Union a service fee as provided for in Article 6, Section b.
- b. The probationary period shall begin after completion of the training period, and shall end 12 months later. Under no circumstances will an employee's probationary period extend beyond 18 months.
- c. Employees who are hired as previously trained employees of other fire departments and who are or have been members of an IAFF collective bargaining unit are eligible to become members of IAFF Local 1926 immediately upon being hired, provided that this does not impact the employee's probationary status.

## **ARTICLE 8. WORK RULES.**

- a. All future and existing work rules shall be subject to the grievance procedures contained in this agreement should the employees feel they are unfair or applied in a discriminatory manner.
- b. The Employer agrees to furnish each station with an electronic copy of all existing work rules and to furnish each station with an electronic copy of any new work rules ten (10) days prior to their becoming effective.

## **ARTICLE 9. BULLETIN BOARDS.**

The Employer agrees to furnish the Union at least one bulletin board not smaller than 18 inches by 24 inches in each of the respective fire stations under their jurisdiction for the posting of notices concerning Union business and activities.

## **ARTICLE 10. HEALTH AND LIFE INSURANCE.**

- a. The City will provide health care benefits to employees and their dependents, and employees will contribute to the cost of these benefits. Cost sharing 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 share becomes 75% for the City and 25% for the employee.
- b. For firefighters who are killed in the line of duty, whose death meets the requirements for receiving funds from the federal government for a firefighter line of duty death, the City agrees to pay \$6,000 toward funeral expenses. Such monies shall be paid by the City directly to the funeral home in charge of burial arrangements.
- c. The City shall keep a separate account ledger documenting the premium contributions of employees and the City for the medical plan and the expenditures paid by the City for benefits and plan costs. Information concerning this account shall be made available to the Union annually within 30 days after the audit of the City's financial accounts is completed.
- d. **Health Insurance**
  1. The City shall continue to provide a High Deductible Health Plan/Savings Account as an additional insurance option effective July 1, 2014. Costs and benefits in effect from time to time shall be the same as applied to other City employees who are not in the bargaining unit.
  2. The City shall maintain a plan design change creating an In Network Deductible of \$270 for individual coverage and \$540 for all other coverage levels, with an

out of pocket maximum of \$1,500 for individuals and \$3,000 for all other coverage.

3. For the period from July 1 2018 through June 30, 2020, renewal rates will be calculated using the existing premium splits of 80/20 for current employees. Thereafter, employees shall pay 25% of the premium costs and the City shall pay 75% of the premium costs.
4. The City and Unions shall meet annually to review and discuss changes required by law to the health plans.
5. In the event of a health premium increase in excess of 10% in any year not attributable to the increase in the employees' share of premium costs, the collective bargaining agreement may be reopened by either party for the purpose of negotiating how to absorb and implement such increase.

#### **ARTICLE 11. RETIREE HEALTH INSURANCE.**

- a. For any employee who is not vested in the Police/Fire Pension Plan as of July 1, 2012, Retiree Medical benefits shall be revised so that the percentage of the retiree medical premium that the City pays for retirees and dependents will change from the current 70/30 split to a percentage equal to 2.5% multiplied by each year of City service, up to a maximum of 70%.
- b. For any employee hired on or after July 1, 2012, Retiree Medical benefits shall be revised as follows:
  - (1) Employees must be at least age 50 when they retire to be eligible to receive retiree medical benefits for themselves or dependents.
  - (2) The percentage of the retiree medical premium that the City pays for retirees and dependents will be 2.5% multiplied by each year of City service, up to a maximum of 70%.
- c. For any employee who is vested in the Police/Fire Pension Plan as of July 1, 2012, Retiree Medical benefits shall remain the same as set forth in Article 11 of the 2010 - 2012 Collective Bargaining Agreement (set forth below).

#### **Retiree Medical (from 2010-2012 Agreement)**

- a. Retiree medical benefits will be the City's Core medical plan, prescription plan, Core dental plan, and Core vision plan. These benefits may change from time to time as the active employees benefits change. However, retirees will be given the option of

upgrading to the Plus coverage, but must pay 100% of the difference between the premium for Core coverage and the premium for the Plus coverage.

- b. In order to be eligible for retiree health benefits, an employee must be eligible to retire under the Police/Firefighter Pension Plan and must have retired on or after July 1, 2002. The retiree must receive an immediate annuity.
- c. The City will pay 70% of the premium cost of the benefits, and the retiree (or an eligible surviving spouse) will pay 30% of the premium cost.
- d. Retiree (or eligible surviving spouse) coverage will end at death or when the person is eligible for Medicare. The retiree (or eligible surviving spouse) may continue with prescription, dental, and vision coverage after they become eligible for Medicare if they pay the entire premium cost for the coverage.
- e. The retiree (or eligible surviving spouse) must elect to receive the retiree health benefits immediately upon retirement (or eligibility) - they cannot enroll at a later time.
- f. The retiree must have participated in the City health insurance plan for at least five consecutive years prior to retirement.
- g. The retiree must choose the same type of coverage or a lesser type - for example, if in the past the retiree had husband and wife coverage, the retiree could continue with husband and wife coverage or change to individual coverage.
- h. Surviving spouses will be eligible to continue coverage:
  - (1) Upon the death of the retiree, if the spouse was covered by the City health insurance plan for at least five consecutive years as of the date of the retiree's death.
  - (2) Upon the death of an active employee who was eligible to retire but before retiring, if the spouse is eligible to receive an immediate annuity from the pension plan and the employee was covered by the health plan for at least five consecutive years as of the date of the retiree's death.
  - (3) Coverage for a surviving spouse will terminate upon remarriage of the spouse.

#### **ARTICLE 12. CLOTHING ALLOWANCE.**

- a. The Employer agrees to furnish each employee of the Annapolis Fire Department with uniforms and protective gear sufficient for the needs of the employee, as determined by the Chief or the Chief's designee.

- b. All uniforms and protective gear issued by the Department are and shall remain the property of the Employer. Clothing and gear will be issued on a "one-for-one" basis to replace that which is damaged, destroyed, or turned in by an employee.
- c. Changes to uniforms and protective equipment shall be presented to the Union for consideration and comment.
- d. The City shall have the right to deduct the reasonable replacement cost of issued uniforms and/or equipment from final paycheck or accrued unused annual leave payout for Employees who fail to return issued uniforms and/or equipment upon termination or retirement.

#### **ARTICLE 13. MODIFIED DUTY.**

- a. Employees will be eligible for modified duty status pursuant to City Code and Personnel Rules, except that an employee unable to return to his normal duties at the completion of modified duty shall be evaluated for separation and shall be placed on disability leave or leave without pay pending separation.
- b. Where any such employee undergoes a medical examination and the results thereof indicate that the employee is totally disabled such that the employee is not able to continue to perform satisfactorily in the employee's job classification, then the employee shall have the choice to transfer to a vacant position for which they are determined by the Director of Human Resources to be qualified or the employee shall apply for disability retirement under the applicable provisions of the appropriate retirement system.
- c. Should the employee choose to transfer and the transfer is from one (1) department, agency or office to another department, agency or office, the transfer shall be subject to the approval of both appointing authorities and the Director of Human Resources.
- d. Where any such employee refuses to undergo a medical evaluation, if directed to do so by the Director of Human Resources, the Director of Human Resources shall be authorized to initiate a dismissal action against the employee.

#### **ARTICLE 14. NUMBER OF WORK HOURS.**

- a. The number of working hours for the Annapolis Fire Department shall be 2184 hours annually, which equates to forty-two (42) hours per week (averaged out over a fifty-two (52) week period by working shifts of twenty-four (24) hours on-duty and seventy-two (72) hours off-duty).
- b. The only exception to the work hours set forth above shall be the employees assigned to administrative duties such as the Fire Marshal's Office and other administrative

personnel who shall work a forty (40) hour week by working shifts of eight or ten hours per day with Saturdays, Sundays and approved holidays off. Any personnel assigned to the day shift may be required to work on Saturday and/or Sunday in lieu of their regular work schedule; provided that no one employee will be required to work more than two weekends per month. Employees regularly assigned to the Fire Investigation Division may work split shifts as required.

- c. Changes in the time from "Daylight Saving" to "Standard" and vice versa will not be a factor in working hours.
- d. Effective the first pay period after the workweek falls at or below 106 regularly scheduled work hours, the employee's hourly rate shall be calculated by dividing the annual base salary by the total yearly hours scheduled (as set forth in Article 14, Section (b) above). An employee's base salary (i.e., all pay exclusive of overtime) shall be paid in 26 equal installments.

#### **ARTICLE 15. OVERTIME.**

- a. All time worked in excess of the regularly scheduled workday shall be paid for at the rate of one and one-half times the employee's base rate.
- b. Overtime will be counted in one-quarter hour intervals. Any portion of such interval worked shall be computed as one-quarter hour. Any portion of such interval that the employee is late for work will be docked as one-quarter hour.
- c. There shall be no duplication or pyramiding in the computation of overtime or other premium wages and nothing in this agreement shall be construed to require the payment of overtime more than once for the same hours worked. If more than one of the provisions of this article shall be applicable to any time worked by an Employee, the Employee shall be paid for such time at the highest rate specified in any one applicable Article or Section, but the Employee shall not be entitled to additional pay for such time under any other section.

#### **ARTICLE 16. SPECIAL DUTY.**

The Employer shall notify the Shop Steward or designee of the position/s needed for SPECIAL DUTY events. This notice should be at least 60 hours in advance or if less than 60 hours the notice should be given as soon as the need for SPECIAL DUTY is known. The Shop Steward or designee shall furnish the Employer with the name/s of the employee/s qualified, ready, willing and able to fill the position/s. If an insufficient number of such names are furnished by the date said names are to be submitted to the Office of the Battalion Chief or his or her designee, then the Employer shall fill the positions as it sees fit. SPECIAL DUTY overtime involving the Fire Marshal's office shall be handled by the Fire Marshal or designee using the same procedures. If the Employer fills any position consistent with this Article, that decision shall not be grievable.



**ARTICLE 17. STAFFING.**

- a. The amount of overtime and the employees required to work such hours shall be established by the Employer, provided however that the Employer shall endeavor to offer equal overtime opportunities to employees normally performing the work. The sole and exclusive remedy for any errors in the distribution of overtime shall be the priority assignment of similar future overtime work, when available, to the employee who was erroneously deprived of such work.
  
- b. In determining the employee or employees to whom overtime shall be assigned, the Duty Officer may seek input from the Union. However, nothing in this provision shall be deemed to abrogate or limit the right of the Employer to order an employee to work overtime in order to meet operational needs.
  
- c. Staffing at shift change shall occur in the following way: Overtime will be offered to the off going crew at the station where the vacancy occurs, then to the other stations, in this order:
  - Overtime occurs at 36: 36→39→48→35
  - Overtime occurs at 39: 39→48→35→36
  - Overtime occurs at 35: 35→36→39→48
  - Overtime occurs at 48: 48→35→36→39
  
- d. If a new station is made operational, it will be added to the above rotation in numerical order.
  
- e. When it is necessary to page out for overtime, the overtime shall be given to the first Employee who responds to the page who can report to duty (physically arrive at the station where the overtime occurs with the Employee's personal protective equipment) within 90 minutes of the time the Employee calls into the page.
  
- f. When an overtime position occurs and there is no rated officer assigned to the company, the Duty Officer shall fill the position with a rated officer. If no rated officer accepts the overtime, then a Firefighter First-Class may fill the officer position, except when the officer level falls below 50% then a rated officer shall fill the position.
  
- g. Any employee recalled for duty shall be paid a minimum of three hours of overtime. This provision shall not apply to overtime at the change of shift or when called to work less than three hours prior to the commencement of the employee's regular shifts. That employee shall be paid from time of reporting to duty until commencement of his/her scheduled work shift/day.

- h. Hold over list. The Union shall create and be responsible for administering a holdover list for those situations where the Employer requires employees to work outside of their regular work hours. The list will identify the order in which employees will fill such requirements, subject to the following:
  - i. Employees held over for up to thirty (30) minutes will be paid time and one half for actual time worked. Employees who are held over for more than 30 minutes shall be held over for a minimum of three (3) hours and paid time and one half for actual hours worked. However, employees may reach an agreement *with their supervisor to work more than thirty (30) minutes but less than three (3) hours* in which case the employee shall be paid time and one half for actual hours worked. Employees held over on an emergency response will be paid time and one half for actual hours worked.
  - ii. An employee may be held over for a maximum of twenty four (24) hours.
  - iii. The Union shall develop the schedule within the month of July and provide it to the Employer for posting which shall be done within 5 days of the date transmitted to the Employer.
  - iv. The Employer shall require employees to be called in or held over in the order they appear on the schedule which shall be a continuous rotating list. The Union shall provide any changes to the list thirty (30) days prior to the effective date of the list.
  - v. The Employer shall not be responsible for the order of names on the list. There shall be no penalty paid by the Employer if names on the list are skipped by mistake or error.
  - vi. Employees shall be responsible for monitoring the list.

#### **ARTICLE 18. DISCIPLINE AND DISCHARGE.**

- a. No employee shall be subject to discipline or discharge unless there is just cause.
- b. Discipline more than 18 months old will not be considered for promotional purposes.
- c. Verbal warnings will not be used as a basis to impose progressive discipline if the employee has not been disciplined for other reasons during the eighteen month period following the issuance of the verbal warning.
- d. All other disciplinary records will not be used as a basis to impose progressive discipline if the employee has not been disciplined for other reasons during the three year period following the issuance of the discipline.

- e. Any disciplinary records that are not to be used as a basis to impose progressive discipline shall be removed from the employee's personnel file at the request of the employee and shall be retained in a separate file and used only as required in legal proceedings.

## **ARTICLE 19. GRIEVANCE PROCEDURES.**

### **Section 19.1 - Definition of Grievance**

Subject to limitations of existing law and/or City Policy a grievance is defined in the Employee-Management Relations Chapter 3.32 of the Annapolis City Code as:

- a. a dispute concerning the application or interpretation of the terms of this Agreement;
- b. a claimed violation, misinterpretation or misapplication of the rules or regulations of the City or the employer affecting the terms and conditions of employment.

### **Section 19.2 — Time limitations**

Recognizing that grievances should be raised and settled promptly to maintain a sound and harmonious relationship between the Union, City and the employee, a grievance must be presented promptly within fifteen (15) business days of the event or occurrence giving rise to the grievance.

- a. A business day is defined as any week day other than Saturday, Sunday or City Holiday. For the purpose of this procedure, business day hours are 0800-1700 hours.
- b. The time limits prescribed herein may be waived by mutual agreement, in writing, by the parties hereto. An email is considered an acceptable form of writing.

### **Section 19.3 — General Procedures**

- a. A grievance not appealed by the Union within the time limits set forth in this Article shall be considered settled on the basis of the answer provided by the City at the last step of the procedure utilized by the Union or employee, which answer shall be final and binding upon the aggrieved employee or the Union.
- b. If the Employer fails to meet with and/or answer any grievance in writing within the prescribed time limits set forth in this Article and any agreed upon extensions, the Union may within fifteen (15) business days from the date on which the Employer's answer was due submit the grievance to the next step.
- c. The aggrieved employee or employees, the Union Shop Steward first handling the grievance, the Chairman of the Union Grievance Committee, and/or the Union President may attend all Grievance hearings at and after Step 2 of this Article.

- d. Each party is responsible for notifying its witnesses of each step hearing for which the witness's attendance is desired. The Employer shall endeavor to make any employee witness who is scheduled to work during the time of the hearing available to attend the grievance hearing(s). The Employer shall provide to a grievant subject to discipline any written or transcribed statement not otherwise privileged that the Employer intends to introduce at Steps 3 and 4 at least five (5) business days before the hearing commences. The parties shall endeavor to exchange exhibits intended to be offered at a hearing at least five (5) business days before the hearing. Email and faxes are acceptable methods of exchanging exhibits.
- e. Grievance meetings under this Article shall be held at times mutually agreeable to the parties, provided that insofar as practical, such meetings shall be held during scheduled work hours. The aggrieved employee, appropriate Union representatives and any other employees required to attend the hearing while on duty shall suffer no loss of pay for scheduled City of Annapolis work hours while attending such meetings.
- f. The parties may elect to have counsel attend at Steps 3 and 4 only.

#### **Section 19.4 — Procedural Steps**

##### **Step 1 — (Battalion Chief Grievance Hearing)**

A grievance covered by this Article must be hand delivered by the employee or his/her designee to the Battalion Chief, promptly within fifteen (15) business days of the event or occurrence giving rise to the grievance.

Within fifteen (15) business days of receipt of the grievance from the Union, the Battalion Chief shall meet with the employee and Union Representative in an attempt to resolve the grievance. The Battalion Chief shall respond to the grievance by email or in writing to the Union Representative within fifteen (15) business days after the meeting.

##### **Step 2 — (Fire Chief Grievance Hearing)**

If the grievance has not been satisfactorily resolved in Step 1, the Union may, within fifteen (15) business days following receipt of the Battalion Chief's answer, submit such grievance in writing to the Fire Chief of the Annapolis Fire Department. Within fifteen (15) business days thereafter, the Fire Chief of the Annapolis Fire Department or his designated representative shall arrange to and meet with the Union and the aggrieved employee or employees for the purpose of adjusting or resolving the grievance. The Fire Chief of the Annapolis Fire Department or his designated representative shall respond to the Union in writing within fifteen (15) business days of the Step 2 Grievance Hearing.

### **Step 3 - (Mayor's Grievance Hearing)**

If the grievance has not been satisfactorily resolved in Step "2," the Union may, within fifteen (15) business days after receiving the decision of the Fire Chief or his/her designee, submit such grievance, in writing, to the Mayor or his/her designee of the City of Annapolis.

Within fifteen (15) business days thereafter, the Mayor or his/her designated representative(s) shall arrange to and meet with the Union and the aggrieved employee or employees for the purpose of adjusting or resolving the grievance. The Mayor or his/her designated representative(s) shall respond in writing to the Union President and Fire Chief within fifteen (15) days thereafter.

### **Step 4 - (Arbitration)**

If the grievance has not been satisfactorily resolved in step "3," the Union may, within fifteen (15) business days following the Step 3 decision from the Mayor submit the grievance to arbitration through the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association.

The FMCS or the American Arbitration Association shall supply a list of five qualified labor arbitrators from the Baltimore Annapolis region. Both the Employer and the Union shall have the right to strike two names from the list. The parties shall flip a coin to determine who shall strike the first name; the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator. After the selection of the arbitrator as outlined above, the party requesting arbitration shall advise the FMCS or the American Arbitration Association of the name of the arbitrator selected and the process to be used in determining the resolution of the grievance shall be prescribed by the arbitrator.

The decision of the arbitrator shall be final and binding on the parties hereto, and the arbitrator shall be requested to issue his decision within thirty days after the conclusion of testimony and argument. Expenses for the arbitrator's services and proceedings shall be borne equally by the Union and the Employer.

Each party shall be responsible for compensating its own witnesses and representatives. If either party desires a verbatim record of the proceedings it may cause such a record to be made by a qualified Court Reporter. The cost of a verbatim record for proceedings shall be borne by the party causing the record to be made or, if requested by both, shall be split equally.

## **ARTICLE 20. PENSIONS AND RETIREMENT.**

- a. The benefits provided to employees under the Police and Firefighters Pension system in effect as of July 1, 2011 and as set forth in Section 3.36 of the Annapolis City Code, shall remain in effect for the term of this Agreement, except as revised in the following subsections.

- b. Employees are vested at 10 years of service. Employees are eligible to retire at 20 years of service with 50% of salary. Employees with 30 years of service are entitled to 75% of salary.
- c. Notwithstanding the agreement to pay 50% of salary for a member of the plan who retires with 20 years of service, as set forth in paragraph "a" above, the multiplier shall remain at 2.25 until the Employee's 25th year of service. For example, if any member retires with less than 20 years of service, for any reason, the multiplier shall be 2.25. Beginning with an Employee's 25th year of service, the multiplier shall increase to 2.5 for each year of service earned after the commencement of the 25th year of service until such time when the Employee completes 30 years of service then Employee shall be entitled to 75% of salary.
- d. The maximum percentage of salary a member will be eligible to receive at retirement will not exceed 75%
- e. The Employees shall contribute 8% of pay to the Pension Plan during this Agreement
- f. In the event that the City Manager determines that the City is unable to make the recommended pension contribution as calculated by the Plan's actuary in any year, the City Manager must notify, in writing, the Union and the City Council on or before February 1st of the Fiscal Year in which the contribution is due. If the City Manager gives such notice, the City Council shall be required to hold a public hearing on the issue, and the City Council shall determine whether some or all of the contribution will be made.
- g. Cost of Living Adjustments.
  - 1. New Plan. Effective July 1, 2013, and each July 1<sup>st</sup> thereafter, each Participant or survivor of a Participant in the New Plan or New Plan Revised entitled to receive a retirement benefit as of June 30<sup>th</sup> of any year shall receive a fixed annual two percent (2%) increase above the amount the Participant or survivor had had received on June 30<sup>th</sup> of the same year.
  - 2. Old Plan: Each Participant or survivor of a Participant receiving benefits under the Old Plan shall receive an increase in benefits by the same percentage as any increase in the pay scale for Employees of the same rank and years of service who are on active duty. If no increase in the pay scale for Employees of the same rank and years of service who are on active duty is provided in the annual budget, then the Participant's benefits shall be increased effective July 1<sup>st</sup> of that year, by such cost-of-living adjustment as the City Council of the City of Annapolis shall provide by resolution. An increase to the benefit of the survivor of a Participant shall not exceed three percent (3%) of the amount the survivor was receiving immediately before the date an adjustment is made.

3. Old Plan Revised: Each Participant or survivor of a Participant receiving benefits under the Old Plan Revised shall receive an increase in benefits by the same percentage as any increase in the pay scale for Employees of the same rank and years of service who are on active duty. If no increase in the pay scale for Employees of the same rank and years of service who are on active duty is provided in the annual budget, then the Participant's benefits shall be increased effective July 1<sup>st</sup> of that year, by such cost-of-living adjustment as the City Council of the City of Annapolis shall provide by resolution. An increase to the benefit of a Participant's survivor shall not exceed three percent (3%) of the amount the survivor was receiving immediately before the date an adjustment is made. The annual adjustment to a Participant's benefit shall not exceed four percent (4%) of the amount the Participant was receiving immediately before the date an adjustment is made.
- h. The City will prepare a Plan Document for the Police & Fire Retirement Plan with a Summary Plan Description for each Plan as of July 1, 2015. No substantive changes will be made to the Plan (except for those set forth in this MOU) and legislation will be submitted to the City Council that allows incorporation by reference of the Plan Document by resolution.
  - i. Deferred Retirement Option Program ("DROP") — The City established a DROP for the New and New Revised Police-Fire Retirement Plans as outlined in the attached Exhibit A effective March 1, 2014 with open enrollment commencing December 1, 2013. For those employees who choose to enroll in DROP commencing on or after July 1, 2018, the terms of the Program are contained in Exhibit B.
  - j. A Plan Participant may elect to receive credit for up to three Years of Active Service (as defined in the Plan) with an employer that is the State of Maryland or any political subdivision of the State of Maryland, provided that such service was rendered as a sworn member of a police department (exclusive of parking meter enforcement officers), a police communications operator or a member of the fire suppression force, fire prevention force, or emergency medical force of a fire department.
    1. The employee shall be solely responsible for the cost of making the necessary contributions to the Police and Fire Retirement Plan to purchase such additional Years of Active Service. The contributions shall be in an amount equal to the actuarial cost of the Years of Active Service, as determined by the Plan's actuary at the earlier of the time of retirement or the time the Employee terminates employment when vested in the plan.
    2. The City reserves the right to develop administrative procedures to facilitate the purchase of such service time, including the timing of such purchases and the method by which such purchases may be financed.

## **ARTICLE 21. UNION VISITATION.**

With the permission of the Chief of the Annapolis Fire Department or his designated representative, representatives of the International Association of Firefighters and affiliated organizations shall have reasonable access to the City premises for the purpose of conferring with the City or union stewards in the administration of this agreement- Such permission shall not be withheld by the City, but it shall not be granted at times when it would interfere with the effective operation of the City.

## **ARTICLE 22. UNION ACTIVITY ON EMPLOYER'S TIME & PREMISES.**

The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, or without interference with normal fire department functions except daily and routine station maintenance, union representatives including the shop stewards, negotiating representatives and executive board members shall be allowed to:

- (1) Post union notices;
- (2) Distribute union literature;
- (3) Attend negotiating meetings;
- (4) Transmit communications authorized by the local or its officers, to the Employer or his representatives;
- (5) Consult with the Employer, his representatives, local union officers, or other union representatives concerning the enforcement of any provisions of this agreement.

## **ARTICLE 23. LEAVE.**

### **a. Employee Assignments for the Purpose of Leave Selection**

There shall be two (2) groups of employee assignments for the purpose of the selection of annual leave and holidays:

- (1) Group 1, the Administrative Group, shall be those bargaining unit personnel assigned to day work, who usually work eight (8) or ten (10) hour days, Monday through Friday, excluding holidays.
- (2) Group 2, the Operations Group, which consists of Operations Firefighters, Firefighters First Class, Lieutenants, and Captains assigned to the four (4) platoons who work twenty-four (24) hours on-duty and seventy-two (72) hours off-duty.



b. Definitions for the Purpose of Leave Selection

1. SINGLE DAY

- a) A single day for the Administrative Group is equal to eight (8) or ten (10) hours on the same calendar date (depending on the employee's normal schedule). Those working ten (10) hour days use 1.25 days for each shift of leave.
- b) A single day for the Operations Group is equal to eight (8) hours in succession
- c) For employees in the Operations Group, the number of leave hours accrued for each "day" of leave provided for in this Article 22 shall be 8 hours.
- d) Employees are required to use leave in 12 hour (half-shift) blocks of time, commencing at either 0800 hours or 2000 hours only.

2. FULL SHIFT

- a) A full shift for the Administrative Group is the same as defined for a single day above.
- b) A full shift for the Operations Group is equal to three (3) single days, both beginning on the same calendar date.

3. SHIFT SEGMENT

- a) A shift segment for the Administrative Group is equal to six (6) single (work) days.
- b) A shift segment for the Operations Group is equal to two (2) full shifts in succession.

c. Annual Leave Accrual & Holidays

- 1. All regular full-time bargaining unit employees of the City fire department shall be entitled to paid annual leave. Regular full-time employees are those employees who are employed on a full-time basis. Upon completion of six (6) months continuous employment, all full-time employees of the Fire Department shall be granted annual leave each calendar year accrued from the date of first employment.

2. Annual leave and holiday leave earned are accrued on the basis of SINGLE DAYS. For the purposes of leave selection, the leave is used in half shifts.
3. Terminated or retiring employees who have used more leave than they would have accrued had such leave not been front loaded shall repay all such excessive used leave, including deduction from final pay to the limit prescribed by the applicable minimum wage law.

d. Administrative Group Annual and Holiday Pay

1. Such leave is to be computed in the following manner for administrative group bargaining unit employees:
  - a) For six months of service, but less than ten (10) years, fifteen (15) days, earned at the rate of 4.6154 hours per pay period.
  - b) For ten (10) years of service, but less than fifteen (15) years, twenty-one (21) days, earned at the rate of 6.4615 hours per pay period.
  - c) For fifteen (15) years of service, but less than twenty (20) years, twenty-four (24) days, earned at the rate of 7.3846 hours per pay period.
  - d) For twenty (20) years of service, but less than twenty-five (25) years, thirty (30) days, earned at the rate of 9.2308 hours per pay period.
  - e) For twenty-five (25) or more years of service, thirty-three (33) days, earned at the rate of 10.1538 hours per pay period.
2. The formula applicable to the Administrative Group for the amount of accrued annual leave is as follows:

<b>TOTAL DAYS EARNED ANNUALLY (Leave)</b>	<b>SHIFT SEGMENTS (5 Days)</b>	<b>SINGLE DAYS (8 Hours)</b>
33	3	18
30	2	20
24	2	14
21	1	16
15	1	10

3. Administrative group bargaining unit employees shall receive eleven (11) paid city holidays in addition to the above stated annual leave.

e. Operations Group Annual Leave

1. Leave for employees in the Operations Group is to be computed in the following manner:

1-3 years	6.5	1 segment, 4 full shifts, one half shift
3-10 years	7.5	1 segment, 4 full shifts, 3 half shifts
10-15 years	8.5	1 segment, 5 full shifts, 3 half shifts
15-20 years	9.5	1 segment, 6 full shifts, 3 half shifts
20-25 years	11.5	2 segments, 6 full shifts, 3 half shifts
25+ years	12.5	2 segments, 7 full shifts, 3 half shifts

- a) For six months of service but less than three years, nineteen and one half days (19.5) days (two of which are in lieu of holidays), earned at the rate of 6 hours per pay period.
- b) For three years of service but less than ten years, twenty-one and one half days (22.5) days (five of which are in lieu of holidays), earned at the rate of 6.923 hours per pay period.
- c) For ten years of service but less than fifteen years, twenty-six (26) days (five of which are in lieu of holidays), earned at the rate of 8 hours per pay period.
- d) For fifteen years of service but less than twenty years, twenty-nine (29) days (five of which are in lieu of holidays), earned at the rate of 8.923 hours per pay period.
- e) For twenty years of service but less then twenty-five years, thirty-five (35) days (five of which are in lieu of holidays), earned at the rate of 10.7692 hours per pay period.
- f) For over twenty-five years of service, thirty-eight (38) days (five of which are in lieu of holidays), earned at the rate of 11.6923 hours per pay period.
2. Bargaining unit employees in the Operations Group are not entitled to any leave time for the Mayor's "special holidays," such as the day after Thanksgiving.

f. Leave Calendar Year

The leave calendar for purpose of leave selection shall be from the first full pay period after December 31 to and including the pay period within which the following December 31 occurs.

g. Accumulation of Annual Leave/ Termination of Employer's payment to VEBA for Unused Leave

With the exception of employees in the first year of employment with the City, as of the last pay period of the year that includes December 31<sup>st</sup>, employees may accumulate no more than thirty-five (35) working days, except as restricted in the City Code under Chapter 3.20 LEAVES, Section 3.20.070.A., Said balance shall include the accrual earned during that pay period. Employees in their first year of employment (training academy year) may carry over the balance of unused annual leave in excess of 5 workdays to the succeeding calendar year, provided the accumulated balance in excess of five workdays was the result of the employer denying the use of said leave.

Commencing July 1, 2018, the Employer shall have the right to terminate payments into the VEBA for unused annual leave that exceeded the maximum carry over limit. Employees with current account balances as of June 30, 2018 shall be able to maintain those accounts with no further City contribution.

h. Seniority

1. Seniority shall be by date of hire of continuous and uninterrupted service with the City of Annapolis.
2. Where two or more employees have the same date of hire, the higher rank prevails. If rank is equal, the length of service in rank prevails.
3. If all of the above are equal, the order of selection will be determined by applying a random selection method administered by the Battalion Chief or his/her designee. The order of selection once determined, shall be maintained throughout the selection process for a given leave calendar year.

i. Selection of Leave - Operations Group

Starting no later than the first Tuesday after the first Monday in September of the preceding year for which leave selection is being made, each bargaining unit employee in the Operations Group (along with the operations Lieutenants and Captains of the department) shall be entitled to select all of their leave for that year, within their shift assignment pursuant to the following procedures. (Leave selection shall be completed no later than December 15th of each year.)

j. Preparation for Selection of Leave

1. Each bargaining unit employee and the Operations Lieutenants and Captains shall be prepared to select leave as their turn comes. If an employee needs to

consult with others, concerning leave selection, the employee shall make preparations to contact them prior to when it is their turn to select leave.

2. If a bargaining unit employee, Operations Lieutenant, or Captain is going to be absent from duty for any reason, a phone number shall be provided for the duty officer, or the duty officer's designee, to contact the employee for leave selection. If no contact is made, the employee will be passed over.
3. When, after 24 hours, an employee fails to select leave when called upon to do so the employee will be passed over and the selection process will move on to the next employee.
  - a) When an employee who may have been passed over is ready to select leave, selection will be permitted and the employee will enter the leave selection process at that point. The employee's choices will then be limited to the remaining available leave slots.
  - b) An employee who is passed over during any phase of the selection process shall maintain their original seniority standing for subsequent leave selection phases.

k. Selection of Leave Segments

In order of seniority, each employee may select the shift segment(s) to which they will be entitled for the year.

l. Selection of Full Shifts (24 Hours)

1. At the conclusion of selection of all shift segments, each employee may select, in order of seniority, the full shifts to which they will be entitled for the year.
2. While shifts may be taken consecutively to form longer periods of leave, they may not be converted to segments for the purpose of segment selection as defined above.

m. Selection of Single Days (12 Hours)

1. At the conclusion of the selection of all such full shifts, each employee may select, in order of seniority, the single days to which he or she will be entitled for the year.
2. While single days may be taken consecutively to form longer periods of leave, they may not be converted to segments or shifts for the purpose of selection of segment(s) or full shifts as defined above.

n. Selection of Carry-over Leave

After all leave selection as defined above has been completed, the employees in order of seniority may then select one full shift which will carry over to that year from the year prior. Remaining carry over leave will be selected on a first come first serve basis.

o. Selection of Unused Leave Slots

1. After all leave selection has been made according to the above procedures, any remaining annual leave or carry-over leave which has not been selected may be selected and taken as full shifts or single days, but not as segments, pursuant to the following:
2. UNUSED LEAVE SLOTS: Requests for unused leave slots shall be made no later than sixty-eight (68) hours prior to the shift for which the leave is requested and shall be granted on a first-come first-served basis. At the discretion of the duty officer, the sixty-eight (68) hour time frame may be waived.

p. Cancellation of Leave

Segments, single day or full shift selections may be canceled with no less than seventy (70) hours advanced notice to the duty officer. At the discretion of the duty officer, the seventy (70) hour time period may be waived.

q. Selection of Canceled (Vacated) Leave Slots

1. VACATED LEAVE SLOTS: Requests for leave slots vacated shall be made no later than ninety-two (92) hours prior to the shift for which the leave is requested. At the discretion of the duty officer, the ninety-two (92) hour time frame may be waived.
2. Personnel may be granted annual leave when a leave slot opens after the ninety-four (94) hour cancellation period; such request must be made no less than 73 hours prior to the shift for which the leave is requested.
3. Personnel may be granted leave when a leave slot opens for the second part of their shift (2000-0800 hours) if the request is made between 0800 and 1200 hours of that shift and results in no cost to the City. Later requests may be granted at the discretion of the duty officer.

r. Entering Leave Selections on Leave Calendar

1. When making the leave selection as defined above personnel shall enter their name onto the leave selection calendar provided by the department.
  - a) To indicate specific dates for a segment the employee shall underline the dates selected.
  - b) To indicate specific dates for full shifts enter just the name
  - c) Where a half shift has been selected the employee shall indicate either AM or PM for that half of the shift taken for that date, or A/P where both halves of the shift are taken for that date
2. Each calendar date reflected on the schedule refers to the standard shift, which commences at 0800 hours on the date noted and ends at 0800 hours the following day. The following is a sample portion of the annual leave calendar form that is used:

May 12	May 15	May 18	May 21	May 24	May 27
John Doe	John Doe	John Doe	Bea Roe	Bea Roe	Bea Roe
A. Smith	A. Smith	A. Smith	A. Smith	Shift open	Shift open
J. Moe a/p	J. Moe a/p	J. Moe am	Shift open	Shift open	Shift open
Filled	Filled	pm open			

Examples:     John Doe        *underlined* = Shift Segment  
                   A. Smith        *underlined* = Shift Segment  
                   A. Smith         *no underline* = Full Shift  
                   J. Moe         *a/p* = Single day (both halves)  
                   J. Moe         *am* = Single day (am half only)

s. Number of Personnel on Annual and/or Holiday Leave

1. The total number of Operations Firefighters, Firefighters First Class, Lieutenants and Captains authorized to be on annual leave at a given time shall be limited to four (4) per platoon in the Operations Group for the months of April, May, June, July, August and September, except as provided for below under "Placing New Employees into Leave Selection Process." The remaining months shall be limited to three (3) Operations Firefighters, Firefighters First Class, Lieutenants and Captains per platoon on annual leave at a given time except as provided for under "Selection of Leave by New Employees (subsection W)."

2. Where one employee has selected only a single day, twelve (12) hours, another employee may select the other single day available for that shift.
  3. There shall be no limitation on how many of such personnel are on segment, shift or single day leave at any given time.
  4. Not more than fifty percent (50%) of the advanced life support personnel assigned to a platoon may be on annual leave (including Holiday leave which is built into annual leave) or personal leave at any one time.
- t. Affects on Prior Selections, Transfers Between Platoons
1. Transfers between platoons, when such transfers are ordered by the department, will not affect an employee's prior selection of leave time, regardless of the effect on the platoons involved.
  2. Transfers between platoons at the request of an employee will affect an employee's prior selections.
- u. Trading Leave Slots
1. Leave slots of equal time may be traded with sixty-eight (68) hours advance notice to the Duty Officer.
  2. A leave trade may occur with another employee or an unselected leave period.
  3. If the trade is desired to be effected in less than sixty-eight (68) hours, then the trade may be made only with another employee who possesses the same job qualifications.
- v. Vacated Leave Through Separation from Service - Change of Shifts
1. In the event that an employee is separated from service for any reason, any annual leave period(s) vacated shall be offered on a first come, first served basis to each employee on the platoon less senior to the separated employee.
- w. Selection of Leave by New Employee(s)
1. A new employee(s) shall first select a leave segment from the slots that would have been available after more senior employees complete that phase (segment selection) of the selection process disregarding subsequent selections for full shifts, single days or carry-over leave by more senior employees.



2. The new employee(s) may then select the full shifts from the slots that would have been available after more senior employees complete that phase (full shift selection) of the selection process disregarding subsequent selections of single days or carry-over leave by more senior employees.
  3. The new employee(s) may then select the single days from the slots that would have been available after more senior employees complete that phase (single day selection) of the selection process disregarding subsequent selections of carry-over leave by more senior employees.
- x. Maintenance of Leave Selection by Senior Employees
1. Employees that selected leave prior to a new employee(s) entering into the process shall retain their previously selected leave slots except as otherwise provided for below.
  2. An additional fourth leave slot may become necessary in following the above procedures of disregarding previous selections by more senior employees during each phase of selection by the new employee(s). Any such fourth leave slot that may be created shall be voided should the new employee(s), for any reason, cancel or otherwise vacate the slot.
  3. For any calendar date that a fourth (4th) leave slot may have been created, cancellation of leave for any other slot shall be filled by the employee in the fourth leave slot. This provision shall supersede all sections above concerning vacated leave slots.
- y. Emergency Leave (Annual Leave used for an Emergency)
1. Purpose: Emergency leave (E/L) is provided for the purpose of allowing employees to attend to sudden, unexpected circumstances that demand the immediate attention of the employee.
  2. Emergency Defined: For the purpose of this policy, a bona fide emergency is defined as a situation or event that occurs suddenly and is beyond the control of the employee (not a situation or event that could have been planned or anticipated).
  3. Requests for Emergency Leave: All requests for emergency leave shall be made only to the duty officer working at the time of the emergency. Only the employee may file a request for a bona fide emergency, which shall be disclosed to the duty officer. All requests must include information related to the specific situation, its effect on the employee, and an explanation for the amount of leave

being requested. Requests shall be approved or denied based upon the determination of the duty officer given the available information.

4. **Granted Emergency Leave:** In circumstances where emergency leave is granted, it shall be limited to an initial six (6) hour increment pending the employee's re-contact with the duty officer to update the status of the emergency. In circumstances requiring more than six (6) hours of emergency leave, the employee shall contact the duty officer to explain the need for additional leave and make a request for an extension of emergency leave up to the end of the shift.
5. **Extended Emergency Leave:** Emergency leave in excess of twenty-four (24) hours shall be considered extended emergency leave. Extended emergency leave is not limited in duration providing the following criteria are met. The employee shall contact the duty officer prior to 0730 hours every calendar day to advise the department of the status of the emergency. Any change in the status of the emergency shall be communicated to the duty officer and documented on the initial request form. Emergencies extending beyond seventy-two (72) hours [three (3) calendar days] shall require the employee to provide written documentation of the emergency and the circumstances preventing return to duty when the emergency has been resolved.
6. **Denied Emergency Leave:** Employees denied emergency leave might be granted liberal standby approval by the duty officer based upon available departmental staffing resources. Leave may be denied based upon the determination of the duty officer of the existence of a bona fide emergency.
7. **Emergency leave shall not be used in combination with other forms of leave.** Where emergency leave is taken as a bridge in scheduled annual leave dates, the remaining annual leave segment shall be converted to emergency leave (the scheduled annual leave still remains as part of the leave selection process) and subject to the conditions of extended emergency leave approval, usage, and documentation.
8. **Emergency Leave Sign Off:** Employees ending emergency leave usage shall provide any prescribed documentation prior to reporting for duty. Employees shall sign leave slip upon returning to work duty.
9. **An employee may take no more than three paid emergency leave occurrences each calendar year.** In the event that an employee requests more than three emergency leave occurrences in any calendar year and such leave is granted, the leave shall be taken without pay. For purposes of this section, an "emergency leave occurrence" shall be defined as an absence of two or more hours.

z. Sick Leave

1. All full time employees shall be entitled to paid sick leave at their regular rates of pay. Upon completion of six months continuous employment, all regular full time employees shall be entitled to sick leave accrued from the date of first employment at the rate of one and one quarter working days per month or fifteen days annually with unlimited accumulation.
2. Any employee who has been granted a normal service retirement will be credited with one month of service for every twenty-two (22) days of unused sick leave, to a maximum of twenty (20) months of service.
3. Requesting Sick Leave - Employees requesting sick leave shall notify the Duty Officer, or in his/her absence the highest ranking officer on duty at station 35, no later than 0730 hrs. of the day for which the sick leave is being requested. Said employee shall at the time of making the request furnish to the department the information needed to complete the "Initial Notification of Sick Leave" form. Failure to furnish the information requested shall constitute grounds for the denial of sick leave. In addition to completing the "Initial Notification of Sick Leave" form, the person taking the sick leave request shall notify the Battalion Officer who shall enter or cause to be entered the request for sick leave in the sick leave information and payroll systems.
4. An absence for more than three consecutive days or one 24 hour shift necessitates that an employee bring in a physician's statement when they return to work. The physician's statement shall indicate the nature of the illness and the time period of their inability to report for work.
5. Effective July 1, 2012, personnel are no longer required to sign their sick leave slip prior to returning to duty.
6. For staffing purposes and unless advised otherwise, the Duty Officer will plan on personnel off on sick leave returning to duty their next scheduled work day. If personnel are unable to return to duty, they must notify the Duty Officer per OPM: 2.4.3.2 (no later than 0730 hours on the day they are scheduled to work).
7. Upon returning to duty, the Duty Officer shall make arrangements for the employee to sign the sick leave slip.
8. The Employer, at his expense, may require a physical examination at any time during the employment of the employee and may require a physician's statement of illness at any time during the sick leave absence. Authorized visits to place of illness by a supervisor may be made.

aa. Funeral Leave

The Employer incorporates by reference the provisions on Funeral Leave embodied in Section 6-4 of the City of Annapolis Personnel Rules and Regulations, which read as follows:

*6-4 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 scheduled workdays (which shall mean one 24 hour shift for personnel assigned to shift work), if needed, to attend the funeral of an immediate family member.*
- B. *The employee's immediate family shall be defined as the employee's father, mother, spouse, son, daughter, brother, sister, uncle, aunt, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepparent, stepchild, grandparents, grandchildren, and stepgrandchildren.*
- C. *Funeral leave shall not be charged to annual or sick leave.*
- D. *Should an employee require additional time other than provided in paragraph "A" above, he may request the additional time from the department. Upon approval, any additional time used may be taken as leave without pay, or be charged to annual leave if he has accrued sufficient annual leave time.*
- E. *An employee may be required to provide the department with proof of death in his immediate family before funeral leave pay is approved.*

bb. Education Leave

Education leave shall be permitted for training purposes under the following guidelines:

- 1. Approval
  - a. Education leave will only be granted for training directly related to Fire/EMS or other training that is relevant to the employee's rank and in the opinion of the Fire Chief or his/her designee enhances the operation of the Annapolis Fire Department. Leave shall be limited to training or education programs offered by MFRI, NFA, MIEMSS or college degree programs that are Fire/EMS or Management related.
  - b. Leave will be approved on a case-by-case basis.

- c. Leave will be granted on a first come, first serve basis. In the case of a tie, rank then seniority will serve as the tie breaker.
- d. Once approved, educational leave shall not be canceled except in cases of an operational emergency as determined by the Fire Chief.
- e. Approval of Education Leave will be considered as long as in the opinion of the Fire Chief adequate funding exists in the overtime budget to support the requests.
- f. Upon request from the Fire Chief an employee must submit proof of successful completion/passage (certificate, official transcript etc.) of the education or training for which the education leave was granted. An Employee who fails to successfully complete (passing grade) the training or education program will be required to forfeit all leave granted and will be charged annual leave or leave without pay (LWOP) for the leave.

2. Number of Personnel on Education Leave

- a. Personnel assigned to the Operations Leave Group 2 (24/72 hour schedule) are permitted one (1) person off on education leave per shift unless approved by the Fire Chief.
- b. The number of personnel off on education leave that are assigned to the Administrative Leave Group (day-work) shall be based on the operational needs of the Department.

3. Requests

An education leave request must be submitted to the on-duty Battalion Chief no sooner than 30 days before the class and no later than 72 hours prior to the class.

cc. Holiday Pay for Operations Group Employees.

Operations Group Employees shall receive one half hour extra pay for all hours worked between 8 am and 4 pm on any City Holiday. Provided, however that Employees assigned to the Fire and Explosive Services Unit who are not scheduled for the 24 hour shift, shall be paid 1/2 hour pay for each of their regularly scheduled straight time hours actually worked on the official City Holiday, not to exceed 8 hours. For purposes of this subsection, the official Holiday shall be construed to be 12:01 am to 11:59 pm on the official City Holiday. This Holiday pay shall not affect or be paid if the employee is receiving overtime pay provided under this agreement for those hours worked on the holiday.

- dd. The Employer shall pay up to 120 hours of paid military leave for an employee in each fiscal year. The leave shall be granted in accordance with the Employer's Personnel Rules and Regulations.
- ee. Employees may, at their sole option choose to accept compensatory time in lieu of overtime for hours worked in excess of the employee's regularly scheduled work day or in any other situation in this contract which requires pay for hours worked above the employee's regular straight time pay rate at a rate of one and one half times the hours worked. The limit on such compensatory leave is 80 hours at any time in a fiscal year. Employees may choose when to use such compensatory time as leave under the rules of Section q of this Article. However, if the use of compensatory time would result in the Employer incurring overtime, the Employer may deny the use of compensatory time,
- ff. Workers Compensation. The Employer shall pay workers compensation payments to employees who entitled to such under state law at the rate of 66 2/3rds of the average weekly wage up to the maximum limit as determined by state law. The City shall pay the difference between the workers compensation payment and 100% of the employee's then current straight time pay in a taxable wage payment.

#### **ARTICLE 24. PROMOTIONS.**

- a. Notice of Promotional Examinations

Each year the Human Resources Director shall furnish to the Fire Department, for publication at least ninety (90) days prior to February 1 in the Departmental Orders under General Information, the following:

1. Dates of examinations
2. Times of examinations
3. Location of examinations
4. List of study materials for each position

The City shall provide at least one set of current study materials to each Fire Station at least 90 days in advance of a scheduled promotional examination. The materials may not be removed from a Fire Station, and the City is not required to replace materials that are lost or stolen.

b. Candidate List

1. The department shall publish in the Department Orders under General Information on the first Friday after the first Monday in January a list of personnel, hereinafter called "candidates," eligible to sit for the promotional examination.
2. Candidates shall be placed on the list for promotion to the position they qualify for as of the 31<sup>st</sup> of December prior to the written test.
3. Challenges to the list as published shall be made no later than 1600 hours of the 10th business day after the publishing of the list in the General Information. It is the responsibility of the challenger to present the challenge in person.
4. Candidates remaining on the list after challenges must file a memo with the Human Resources Director, or the Director's designee, stating your intention to take the promotional test. Only candidates filing the memo will be permitted to take the promotional test. The memo must be received by the Human Resources Director on or before the 31<sup>st</sup> of January, except that when the 31<sup>st</sup> of January falls on other than a business day, it must be received no later than noon of the following business day.
5. In addition, the following qualifications must be achieved on or before the 31<sup>st</sup> of December immediately preceding the written test:
  - a. Firefighter 1/c-- The candidate must be a Firefighter III for one year and must have successfully completed Fire Officer 1, ICS 300 and AAOTOCO Classes
  - b. Lieutenant—the candidate must be a Firefighter 1/c for one year and must be Fire Officer 1 certified
  - c. Captain- the candidate must be a Lieutenant for 2 years, must have ICS 400 certification and be Fire Officer II certified.

c. Written Examination

1. The written examination shall be the first step in the testing process for promotion. Any candidate failing to receive a written test score equal to or greater than seventy percent (70%) may no longer participate in the promotional process.
2. Written examination for the position of Firefighter First Class shall be conducted every two years beginning in calendar year 2018.
3. Beginning in calendar year 2018, written examination for the positions of Lieutenant and Captain shall be conducted every two years.

4. Examinations shall be conducted by the Human Resources Director or his/her designee.
  5. Passing examination scores shall be multiplied by:
    - (a) Seventy percent (70%) for Firefighter First Class
    - (b) Sixty percent (60%) for Lieutenant
  6. Final written test grades shall be carried out to the nearest ten thousandth of a point.
- d. Opening of Written Scores
1. The envelopes containing the written scores shall be opened in the presence of the Human Resources Director or his/her designee, one member of the Union, and the Chief of the Department or his/her designee.
  2. The scores shall be recorded by the Human Resources Director or his/her designee for all candidates.
- e. Oral Interviews
1. The dates, times, and location of the oral interview shall be published in the Department Orders under General Information.
  2. The Chief of the Department shall appoint an oral interview board for the rank of Lieutenant. Composition of the board shall be one Lieutenant, one Captain, and one person from outside the department. It is preferable that the outside individual selected for the board be at or above the rank of lieutenant and serving in the discipline for which the promotion is intended.
  3. The composition of an oral interview board for a position for which there is only one candidate within the department may be made up entirely of personnel from within the department.
  4. The Fire Chief shall designate a chairperson to serve on the oral interview board. Personnel shall be prohibited from serving on an oral interview board for a rank which any relative or step relative (parents, children, spouse, siblings, aunts, uncles, nieces, nephews, mother-, father-, sister-, or brother-in-law) may be seeking promotion.
  5. Whenever possible, the Human Resources Director or his/her designee shall be present during the oral interview process.



6. Members of the oral interview board shall be the same for all candidates for promotion to a particular rank unless exception to a member of a board is exercised as described below.
  7. A candidate for promotion may exercise the right to strike one member from the oral interview board provided written notice is delivered to the office of the Fire Chief at least fifteen (15) days in advance of February 1. The Fire Chief shall replace the stricken member with an officer of equal or higher rank. A second challenge will not be permitted.
  8. Each member of the Oral Interview Board shall grade each candidate individually with a total of no more than 100 points per candidate. Each interviewer's total score for each candidate shall be added together and be divided by three to produce an Oral Interview Board score.
  9. If an individual's Oral Interview Board score is equal to or greater than seventy percent (70%), then that score shall be multiplied by twenty percent (20%) to produce a figure to the fourth decimal place. This figure shall then be added to the candidate's written examination score to produce a pre Promotional Review Board score.
  10. Those receiving Oral Interview Board scores of less than seventy percent (70%) shall not proceed.
  11. Oral Interview Board scores for candidates shall be sealed in an envelope and delivered to the Human Resources Director or his/her designee for safe keeping.
- f. Opening of Oral Interview Scores
1. The envelope containing the Oral Interview Board scores shall be opened in the presence of the Human Resources Director or his/her designee, one member of the Union, and the Fire Chief or his/her designee.
  2. The scores shall be recorded by the Human Resources Director or his/her designee for all candidates.
- g. Promotional Review Boards
1. The Fire Chief shall appoint Promotional Review Boards for promotion to the rank of Firefighter First Class and Fire Lieutenant., Promotional Review Board for each rank and discipline may, and usually will, vary. A Promotional Review Board shall consist of three members.

2. It shall be the duty of each board to evaluate all candidates, for the rank assigned to the board, passing the written examination and the oral interview where applicable.
3. The members of the various boards shall not be permitted knowledge of the written examination scores and oral interview scores but shall receive a list in alphabetical order of the candidates assigned to the board.
4. A candidate must receive a score equal to or greater than seventy percent (70%) from the assigned Promotional Review Board to remain in the promotional process. If a candidate's score is equal to or greater than seventy percent (70%) then that score shall be multiplied by:
  - (a) Thirty percent (30%) for Firefighter First Class
  - (b) Twenty percent (20%) for Lieutenant

To produce the Promotional Review Board's score. The Deputy Chief, or his/her designee, shall place the scores in a sealed envelope and deliver them to the Human Resources Director or his/her designee.

h. Opening of Promotional Review Board's Scores

The envelope containing the Promotional Review Board's scores shall be opened in the presence of the Human Resources Director or his/her designee, one member of the Union, and the Fire Chief or his/her designee.

i. Seniority Credit

1. A seniority credit equal to 1/2 point per year of continuous uninterrupted service with the Annapolis Fire Department, with a maximum of 10 points (20 years of service), shall apply for promotions from Firefighter to Firefighter First Class and from Firefighter First Class to Lieutenant.
2. The Fire Chief or his/her designee shall calculate and provide to the Human Resources Director the seniority credit points for each candidate.
3. Each 1/2 point seniority credit shall be earned at the completion of each year of service. For Example: Nine (9) months equals 0 (zero) points; Five (5) years, three (3) months equals 2 1/2 points; Five (5) years, eleven (11) months equals 2 1/2 points.

j. Scores

1. Written examination score, oral interview score (Lieutenant), performance review score, and seniority credit points shall be added together to produce a final score for Firefighter First Class and Lieutenant.
2. Candidates shall be listed in order with the candidates having the highest total score at the top of the recommended list and so on down the line. Should there be a tie in scores then the most senior person in years of continuous uninterrupted service in the Annapolis Fire Department shall be placed ahead of the less senior person.
3. The Human Resources Director or his/her designee shall cause to be published in the Departmental Orders under General Information a list, in order of standing, of candidates for each position or rank.
4. All scores shall remain with the Human Resources Director. Each candidate may contact the Human Resources Director or his/her designee, in person with photo ID to find out his/her score. No scores or list of scores shall be released in any other manner.

k. Duration of Lists

Lists for promotion from Firefighter to Firefighter First Class, from Firefighter First Class to Fire Lieutenant, and from Lieutenant to Captain shall be effective on July 1 and remain in effect for two years.

l. Selection

1. The Chief of the Department shall select from this list starting from the highest down to five positions past the number of positions to be filled.
2. A person may receive a promotion to more than one rank but may only fill one of them (e.g., a person may have the rank of Fire Marshal Lieutenant and at a later date receive a promotion to the rank of Fire Lieutenant. This person may choose to remain in the Fire Marshal's Office as a Fire Marshal Lieutenant, however, having attained the rank of Fire Lieutenant the person may, when a vacancy occurs in the operations division, elect to move to the position of Fire Lieutenant and leave the position of Fire Marshal Lieutenant.)
3. A person who is promoted to the position of Fire Lieutenant shall be required to remain in the position to which he or she was promoted (meaning that he or she cannot seek a transfer out of that position) for a period equal to one year for each place below number one that the person was ranked on the promotion list. For

example, if a person was ranked third on the promotion list, they must stay in the Lieutenant position to which they were promoted for a period of two years.

4. Promotional vacancies to the positions of Firefighter First Class, Lieutenant and Captain will be filled within 20 days of the date on which the position becomes vacant. The list in existence at the time the vacancy occurs shall be used for any promotion unless it has been exhausted. In the event that there is only one person on the promotional list and such person is the subject of a pending criminal or disciplinary investigation at the time the position becomes vacant (or within 20 days thereafter), then the requirement that the position be filled within 20 days shall not apply. In such case, the employee will be promoted only if the Chief determines that no discipline will issue or that the employee should be promoted notwithstanding the issuance of any disciplinary action.

**ARTICLE 25. SALARIES.**

- a. The following cost of living adjustments shall occur during the term of this Agreement:

July 1, 2018	2.5%
July 1, 2019	2.5%
July 1, 2020	3%
July 1, 2021	3%

- b. For Fiscal Years 2018 - 2021, employees who are eligible for a merit increase on their review date and/or a longevity increase on their anniversary date will receive increase(s) of 5.361% on their respective dates.
- c. In the Fire Department pay scale there shall be an additional longevity step for employees who have achieved 17 or more years of service with the City. Employees will receive an increase of 5.361% effective on their 17th anniversary date. The Fire Department Pay scale reflecting the additional step is attached as Exhibit C to this Agreement.
- d. In the Fire Department pay scale there shall be an additional longevity step for employees who have achieved 22 or more years of service with the City. Employees will receive an increase of 5.361% effective on their 22nd anniversary date. The Fire Department Pay scale reflecting the additional step is attached as Exhibit C to this Agreement.
- e. When the President of the United States, the Governor of the State of Maryland or the County Executive for Anne Arundel County declares a state of emergency for an area that includes all or part of the City of Annapolis, employees shall be paid 1.5 times their straight time pay rate for the first 8 hours of each actual work day worked during the state of emergency.

**ARTICLE 26. PAY DIFFERENTIALS.**

- a. The job classifications and pay grades in the bargaining unit shall be as follows:

Grade 10

Firefighter I and Firefighter II

Grade 11

Firefighter III

Firefighter I/II EMT-I

Firefighter II Technician

Grade 12

Firefighter III EMT-I

Firefighter I/II EMT-P

Firefighter III Technician – Hazmat, MVO, etc.

Firefighter II Fire Marshal Inspector, Investigator or Instructor

Grade 13

Firefighter III EMT-P

Firefighter First Class

Firefighter III Fire Marshal Inspector, Investigator or Instructor

Grade 14

Firefighter I/c ALS

Firefighter I/c Fire Marshal Inspector, Investigator or Instructor

Grade 15

Lieutenant

- b. The definitions of each pay grade in the bargaining unit are as follows:

Firefighter I- Probationary firefighter retains this status until successful completion of probation including fire academy and field training. Once a Firefighter I successfully graduates the fire academy, he/she moves to a grade 2 pay grade. Minimum time in grade is one year from date of hire.

Firefighter II — Employee acquires this status after successful completion of probation, completes rookie book and has one year of time in service.

Firefighter I/II - Employees that are Firefighter I/II and are certified EMT-I or CRT

Firefighter I/II - Employees that are Firefighter I/II and are certified EMT-P

Firefighter II Technician - Employees that are Firefighter II and arc certified and operate as a member of the Annapolis Fire Department Hazardous Materials Team and/or Marine Vessel Operator (MVO).

Firefighter II Instructor - Employees that are certified as Instructors and currently assigned to the Training Division of the Fire Department.

Firefighter II Inspector- Employees that are certified and are assigned to the Code Enforcement Section of the Fire Marshal's Office.

Firefighter II Investigator- Employees that are certified as investigators and arc assigned to the Fire and Explosives Services Section of the Fire Marshal's Office.

Firefighter III - Employees receive an automatic promotion after meeting the following requirements. The employee must have been a Firefighter II for a minimum of two years. The employee shall be qualified by the department as an Annapolis Fire Department Engine Driver/Operator and Ambulance Driver. The employee shall also obtain all prerequisites to become trained as Truck and/or Tower Operator

Firefighter III (Grade 12) - Employees that are Firefighter III and are certified EMT-1 or CRT

Firefighter III (Grade 13) - Employees that are Firefighter III and are certified EMT-P

Firefighter III Technician - Employees that are Firefighter III and are certified and operate as a member of the Annapolis Fire Department Hazardous Materials Team and/or Marine Vessel Operator (MVO).

Firefighter III Instructor- Employees that are certified as Instructors and currently assigned to the Training Division of the Fire Department that have successfully promoted to Firefighter III.

Firefighter III Inspector — Employees that are certified and are assigned to the Code Enforcement Section of the Fire Marshal's Office that have successfully promoted to Firefighter III.

Firefighter III Investigator- Employees that are certified as investigators and are assigned to the Fire and Explosives Services Section of the Fire Marshal's Office that have successfully promoted to Firefighter III.

Firefighter 1/c - Employees must have been a Firefighter III for a minimum of one year. Must successfully complete Fire Officer 1 class and AAOTCO class. This position is second in command of an engine, truck, or other designated company as directed by the

department. This promotion is competed for through a written test and review of work records. There shall be a Firefighter First-Class assigned to each suppression apparatus on each shift. In order to be promoted from Firefighter I/c to Lieutenant position, must have been a Firefighter I/c for a minimum of one year, must be Fire Officer I certified.

Firefighter 1/c ALS Provider- Employees that operate as an ALS provider and have successfully promoted to Firefighter First-Class.

Firefighter I/c Inspector/Investigator/Instructor- Employee that has successfully promoted to Firefighter First-Class and is certified as an Instructor, Investigator, or Inspector. The employee shall be assigned to the appropriate Division or Branch of the Fire Department (i.e. Fire Marshal's Office Investigations Branch, Training Division).

- c. A vacancy in an authorized EMT-I or EMT-P position shall be offered to any incumbent Firefighter or Firefighter First Class who has the required certification, or who is scheduled to complete and obtain the required certification within 365 days after the vacancy occurs. A vacant position shall not be offered to any non-incumbent Firefighter or Firefighter First Class unless there is no incumbent who applies from among the specified group of incumbents within 30 days after the vacancy is generally announced for the position. However, if there are at any time more than three current vacancies among all authorized shift-work positions (including those in the rank of lieutenant,) the department may immediately seek applicants from outside the department for such additional vacancies.
- d. Any employee who works for one hour or more above his/her classification as an acting officer in his/her regularly assigned station shall receive acting pay for time worked as an acting officer. Such time shall be calculated in quarter hour intervals. Any portion of a quarter hour worked shall be calculated as one quarter hour. (Acting officer shall be construed to mean the senior ranking member in the station who is assigned to suppression equipment.)
- e. Any employee who is not working in his regularly assigned position but who has worked for one hour or more in a particular position shall receive acting pay for time worked as an acting officer. Such time shall be calculated as set forth in the paragraph immediately above. The pay shall be calculated as follows:
  - (1) Employee current rate of pay plus five percent (5%);
  - (2) Employees shall be eligible to earn more than one pay differential for a pay period.
- f. Shift standbys shall be allowed provided:
  - (1) Employees involved have the same qualifications or necessary training;

- (2) Prior approval by the Fire Department is received;
  - (3) An employee who is acting out of classification may shift standby only with an employee of equal or higher rank.
- g. If a paramedic should transfer to day work, the Fire Department shall assist the paramedic, on a case by case basis and in the discretion of the Chief, in maintaining his/her medical certification at the paramedic level.
- h. Employees who are assigned to work in positions which are required to be on call shall be paid a \$20 per day "on-call" premium in addition to any other compensation to which they are entitled under the Agreement. The on-call premium shall be paid to an employee for any workweek in which the employee was primarily engaged to work in a position where he/she is required to be on-call.

#### **ARTICLE 27. DURATION OF AGREEMENT.**

- a. The Agreement will be effective from July 1, 2018 to 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 the calendar year in which the Agreement expires.
- b. Nothing in this Agreement shall prohibit the parties from entering into mutually agreed upon side letter agreements regarding the interpretation and application of the non-economic articles set forth in this Agreement.

#### **ARTICLE 28. MANAGEMENT RIGHTS.**

The Employer shall have all the rights set forth in Section 3.32.040 of the Annapolis City Code. Nothing in this agreement shall be construed as delegating to others the authority conferred by law on the Employer, or in any way abridging or reducing such authority.

#### **ARTICLE 29. SAVINGS CLAUSE.**

- a. All privileges, benefits and rights presently enjoyed by the employees covered by this agreement, such as, but not limited to, sick leave, holidays, vacations, uniforms, equipment, etc., are hereby included in and protected by this agreement.
- b. If any provision of this agreement, or the application of such provision, should be declared invalid by any court action or by any reason of any existing or subsequently enacted legislation, the remaining portions or sections of this agreement shall remain in full force and effect.



IN WITNESS WHEREOF, the parties hereto have caused their names to be signed this \_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

THE CITY OF ANNAPOLIS

\_\_\_\_\_  
Regina C. Watkins-Eldridge, CMC/AE  
City Clerk

BY: \_\_\_\_\_  
Gavin Buckley, Mayor

WITNESS:

LOCAL 1926, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS, AFL-CIO

\_\_\_\_\_  
Tricia Hopkins, Human Resources Manager

BY: \_\_\_\_\_  
H. Dallas Lister, President