

AGREEMENT BETWEEN

CITY OF ANNAPOLIS

AND

**ANNAPOLIS CLERICAL & TECHNICAL
EMPLOYEES, LOCAL NO. 3162
MARYLAND PUBLIC EMPLOYEES
COUNCIL 67
AMERICAN FEDERATION OF
STATE, COUNTY & MUNICIPAL
EMPLOYEES AFL-CIO**

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PREAMBLE

This Agreement entered into by and between the City of Annapolis, hereinafter referred to as the "Employer", and the Annapolis Clerical and Technical Employees, Local No. 3162, and Maryland Public Employees Council 67, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as 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 and other conditions of employment

ARTICLE I Recognition

Section 1.1 -- Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees.

The term "employee" and "employees" shall mean all permanent employees occupying the following positions and classifications*:

- 1001 - Office Associate I
- 1002 - Office Associate II
- 1004 - Police Records Specialist
- 1005 - Office Associate III
- 1006 - Office Associate IV
- 1016 - Public Works Communications Operator
- 1028 - Permits Associate
- 1205 - Police Administrative Clerk
- 1306 - Accounting Associate I
- 1307 - Accounting Associate II
- 1308 - Accounting Associate III
- 1508 - Police Community Services Specialist
- 1607 - Transportation Inspector
- 1610 - Fleet Maintenance Specialist
- 1617 - Fleet Parts Specialist
- 4011 - Parking Enforcement Officer I
- 4014 - Police Communications Operator I
- 4012 - Parking Enforcement Officer II
- 4015 - Records Validation Coordinator
- 4019 - Police Identification Specialist
- 5212 - Fire Safety Inspector
- 6004 - Recreation Leader I

All other classifications, including all positions in the Finance Department and Human Resources Department and office associates assigned to Department Heads, are excluded from the bargaining unit.

In the event that the above listed classifications are retitled or in the event that additional classifications are added to the City Civil Service which in accord with the City Code would be eligible for inclusion in the above unit of this Article, such classification shall be specifically included in this section, upon the mutual agreement of the City and the Union. In the event the City and the Union are not able to agree as to the inclusion or exclusion, the matter shall be resolved in accordance with the grievance procedure.

ARTICLE II

Union Security

Section 2.1 -- Union Security

All present employees who are members of the Union covered by recognition agreement shall, as a condition of employment, remain members of the Union in good standing. All future employees shall be required to become and remain union members at the end of their probationary period, or should they desire not to become members, they shall be required to pay the Union a service fee not to exceed the current monthly dues.

ARTICLE III

Checkoff

Section 3.1 -- Checkoff

For those employees who become members of the Union and who properly execute payroll deduction authorization cards, the Employer agrees to withhold from their pay check each pay period the regular Union dues, P.E.O.P.L.E. deductions, Union authorized supplemental insurance, or other Union authorized deductions in the amount certified to the Employer by the Union. Such withholdings are to be transmitted via electronic fund transfer to the account authorized by the comptroller of AFCSME Council 67, not later than the 15th day after the 1st day of the succeeding month. The Union will notify the Employer at least 30 days prior to any change in such dues. Membership lists and bargaining unit lists shall be remitted monthly in excel format, to an email authorized by the Comptroller of AFCSME Council 67.

The Union shall indemnify and hold the City harmless of any and all claims, grievances, actions, suits, or other forms of liability or damages that arise out of or by reason of any action taken by the City for the purpose of complying with any provision of this Article, and the Union assumes full responsibility for the disposition of the funds deducted under this Article as soon as they have been remitted by the City to the American Federation of State, County and Municipal Employees, AFL-CIO, Council 67.

ARTICLE IV

Grievances & Arbitration

Section 4.1 -- General Provisions

A grievance shall be considered to exist only when there is a disagreement involving the interpretation or application of this Agreement, provided that no grievance nor its settlement shall expand or modify this Agreement. Grievances must be presented within fifteen (15) working days after the date of their occurrence or the date on which the condition causing the disagreement becomes known. The purpose of this grievance procedure is a sincere desire by both parties to settle grievances in the shortest time possible and at the lowest level possible so as to foster efficiency and employee morale. Grievances must be presented in writing on the form agreed to by the City and the Union. Responses by the Employer under this Article at any step shall be deemed received by the Grievant on the date delivered to the Grievant and to the Union representative who signed the form.

Grievances may be filed by individual employees, a group of employees or a class of employees. This provision shall not apply nor impact probationary employees.

Section 4.2 -- Procedure

Grievances or disputes which may arise between the parties shall be settled in the following manner:

Step 1: Immediate Supervisor: If a grievance has been presented as set forth above, the Union Steward, with the Grievant, shall discuss the grievance or dispute with the Grievant's immediate supervisor or his designated representative within fifteen (15) working days after the date on which the grievance is presented. The immediate supervisor shall attempt to adjust the matter and shall respond in writing to the Grievant and to the Union representative who signs the form, within five (5) working days after the Step 1 meeting.

Step 2: Department Director: If after Step 1, the grievance has not been satisfactorily resolved, the Union Steward and the President of Local Union and the Grievant may file a written appeal, with the Department Director, within fifteen (15) working days after the Supervisor's response is received by the Grievant. The notice of appeal shall set forth the grounds for the grievance and a brief statement of the factual situation creating the alleged grievance. The parties shall discuss the grievance at Step 2 within fifteen (15) days after the Director receives the written appeal. The Department Director shall respond in writing to the Grievant, and the Union Representative who signs the form, within fifteen (15) working days after the Step 2 discussion.

Step 3: Mayor or Designated Representative: If after Step 2, the grievance has not been

satisfactorily resolved, the Union Steward, the Grievant, the President of the Local Union, and the Union Representative may file a written appeal with the Mayor's office (copied to the Department Director), within fifteen (15) working days after the Department Director's Step 2 response is received by the Grievant. The notice of appeal shall set forth the grounds for the grievance and a brief statement of the factual situation creating the alleged grievance. The Department Director or his designee shall respond in writing within fifteen (15) working days. The parties shall submit the grievance to the Mayor or his designee at a Step 3 hearing within fifteen (15) working days after the Mayor's office receives the written appeal. The Step 3 hearing officer shall respond in writing to the Grievant and the Department Director within fifteen (15) days after the Step 3 hearing.

Step 4: Arbitration:

- (a) If after Step 3, the grievance is not settled, either party may, within fifteen (15) working days after the date of the Step 3 decision, request to proceed to binding arbitration. The parties shall confer as soon as possible to try to reach agreement on an arbitrator. If no agreement can be reached within fourteen (14) days, the parties shall jointly sign and process the necessary paperwork and secure a list of seven potential arbitrators from the Federal Mediation and Conciliation Service. Within fifteen (15) days after receipt of the list of arbitrators, the parties shall alternately strike names until only one name remains. The remaining name shall be the selected arbitrator. The parties shall alternate responsibility for striking the first name with each successive request for an arbitration panel. The arbitrator shall be asked to render a written decision within 30 calendar days of the close of the hearing. The cost of the arbitration shall be borne equally by the Employer and the Union.
- (b) In a discharge case, the time period acceptable for a hearing shall not exceed 45 calendar days from the date on which the parties select an arbitrator. To expedite the discharge case, the parties shall be available for a hearing after normal working hours and on weekends; the City's offices and the Union's offices shall be deemed suitable for the hearing; post hearing written legal briefs shall be submitted no later than fifteen (15) days after the close of the hearing; and the arbitrator shall be asked to render an award no later than thirty (30) days after the submission of written legal briefs.
- (c) The arbitrator shall have jurisdiction over any grievance properly processed in accordance with the steps, time limits, and conditions set forth in the Grievance Procedure of this Agreement. His or her opinion and award shall be confined exclusively to the specific provisions of this Agreement alleged to have been violated. The arbitrator shall not have the authority to add to, subtract from, modify, amend, change or alter any of the provisions of this Agreement, nor shall he or she hear or decide more than one grievance per hearing without the express mutual consent of the parties in writing. The

decision of the arbitrator shall be final and binding on the parties, their agents and the employees in the bargaining unit.

Section 4.3 -- Time Limits

Should the Employer not respond within the prescribed time, the grievance shall automatically proceed to the next step. If the Grievant fails to meet any time requirement set forth in this Article, the grievance shall be considered withdrawn and the right to further proceedings waived. Any time limits herein may be extended by mutual consent.

Section 4.4 -- City-Wide Policy Grievances

City-wide policy grievances will be submitted in the third step of the grievance procedure. Departmental policy grievances will be submitted in the second step of the grievance procedure.

Any grievance filed regarding a health or safety issue shall be submitted to the second step of the grievance procedure.

ARTICLE V Union Stewards & Union Representation

Section 5.1 -- Recognition

The employer recognizes and shall deal with all of the accredited officials of the Union, as designated in writing to the City, in all matters relating to grievance and interpretation of the Agreement.

Section 5.2 -- List of Union Stewards & Alternates

- (a) The City will recognize one Union Steward and one alternate in the following areas only: Public Works Services, Utilities, Recreation and Parks, Transportation, and Water Plant. A written list of the Union Stewards and alternates shall be furnished to the City's Director of Human Resource immediately after their designation, and the Union shall notify the City's Director of Human Resources promptly of any changes of such Union Stewards or alternates. There shall be no more than one Union Steward and one alternate in each area.
- (b) The City shall not be obligated to grant time off or any other right or privilege afforded to Union stewards under this Agreement to any person whose name is not included by the Union on the written list of stewards provided to the City by the Union.
- (c) Local 3162 shall be granted a total of 11 days of administrative union leave with pay

per contract year to be allocated among the stewards in the bargaining unit. The purpose of such leave is to attend training, conferences, conventions, or seminars. Such days are non-cumulative and any balance on June 30 of each contract year shall be forfeited. The Union President must make a written request for use of such leave to the City's Director of Human Resources at least 14 days prior to the request date. Such request shall include the name of the Steward, the dates the leave shall be used, and the reason for the requested leave. No more than two employees may be absent for such leave at any one time. Use of administrative union leave shall not be unreasonably denied.

Section 5.3 Time-Off

Union Stewards and the Union President shall be granted reasonable time off during working hours to investigate and settle grievances, upon advance notice to the Department Head through their immediate supervisor, without loss of pay. Advance notice shall be twenty-four (24) hours notice if the need for time off is known within twenty-four (24) hours. Such time off shall be arranged in a manner which causes the least disruption of, or interference with the operations of the City, its employees and supervisory personnel, such time off shall not be unreasonably withheld.

ARTICLE VI General Provisions

Section 6.1 -- No Discrimination and Coercion

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.

The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

All references to employees in this agreement designate both sexes, and whenever the male gender is used it shall be construed to include male and female employees.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative 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.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Section 6.2 -- Union Bulletin Boards

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union.

The Union shall limit its posting of notices and bulletins to such bulletin boards.

Section 6.3 -- Union Activities on Employer's Time & Premises

The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union Stewards or the President shall be allowed to:

- Post Union Notices;
- Distribute Union literature;
- Attend negotiating meeting;
- Transmit communications, authorized by the local Union or its officers, to the Employer, or its representative;
- Consult with the Employer, its representative, local Union Officers, or other Union Representatives concerning the enforcement of any provisions of this agreement.

Section 6.4 -- Visits by Union Representatives

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, whether local Union Representatives, District Council Representatives, or International Representatives; shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business, as long as such visits will not materially interfere with normal City functions. In the Police Department, access shall be limited to the squad, conference room, and internal affairs areas. Said representatives shall notify the office of the appropriate Department Head prior to each visit.

Section 6.5 -- Work Rules & Regulations

All existing and future work rules and regulations shall be subject to the grievance procedure should the employees feel they are unfair or are applied in a discriminatory manner. The employer further agrees to furnish and post work rules ten (10) working days before becoming effective.

The Employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.

Civilian employees of the Police Department are subject to the codes, rules, regulations, and other standards which apply to uniformed (SWORN) officers, except as otherwise provided in the Department's General Orders.

Section 6.6 -- Management Rights

All management functions and rights including, but not limited to, the rights set forth in Chapter 3.32 of the City of Annapolis Code and the right to generally determine the mission of the government are retained and vested exclusively in the City of Annapolis, except as expressly modified or restricted by a specific provision of this Agreement.

Section 6.7 -- No Strikes or Lockouts

The Union agrees that during the term of this agreement, it will not authorize or condone any strikes or work stop-pages. The Employer agrees that there will be no lockouts.

Section 6.8 -- Displacement of a Unit Employee

Supervisory employees shall not displace an in-unit employee on in-unit work but may perform work covered by the Bargaining Unit in instances as:

- (a) Instructing or training employees.
- (b) Developing, training or analyzing a new method, procedure or operation.
- (c) Assisting an employee with a problem or determining a process or method to resolve a problem.
- (d) In an emergency.
- (e) During a short-term heavy workload or an absence for up to four weeks.

ARTICLE VII Seniority

Section 7.1 -- Definition

Seniority means an employee's length of continuous service with the Employer since his last date of hire.

Section 7.2 -- Probation Period

The "probation status" period (as defined by City Code, Sections 3.04.010.K and 3.16.070, 1996 Edition) for new and promoted Employees shall be ninety (90) days. Each new hire shall receive a performance evaluation forty-five (45) days after the date of hire. If the employee is rated "marginal", the probationary period may be extended up to ninety (90) additional days to a total of One-Hundred-Eighty (180) days. Provided, however, that the probationary period for police communications operators shall, in every case, be One Hundred

Eighty (180) days after the date of promotion or appointment to the position. Employees may not file grievances before the end of the probation period.

Section 7.3 -- Seniority Lists

Every three months the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the local union when it is posted by the newly programmed computer.

Section 7.4 -- Breaks in Continuous Service

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement.

There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

Section 7.5 -- Work Force Changes

Promotions:

The term "promotion", as used in this provision, means the movement of an employee from one pay grade to a higher pay grade job classification.

Whenever a job opening occurs -- other than a temporary opening as defined below in any existing job classification or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on all bulletin boards for seven (7) working days.

During this period, employees who wish to apply for the open position or job, including employees on layoff, may do so. The application shall be in writing, and it shall be submitted to the Human Resources Department.

The Employer shall fill the opening by promoting from among the applicants the employee with the longest continuous service, provided he/she is best qualified to perform the work as determined by the Director. After promotion, the promoted employee will be given a 30-day trial period to determine his/her qualifications for the new position. If the employee proves to be unsuited to the new position, he/she will be returned to his/her former job and former rate, if the former job remains available. If the former job is no longer available, the employee may apply for any other vacant position as provided by the personnel rules and regulations.

Transfers:

Employees desiring to transfer to other jobs shall submit an application in writing to the Human Resources Department. The application shall state the reason for the requested transfer. Employees shall be reassigned to equivalent or lower paying

positions at their request providing they are the more qualified employee and an opening is available.

Incapacitated:

The employer will make every effort to find a suitable job for an employee incapacitated, temporarily or permanently, due to job connected injury.

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 and the assignment or reassignment shall be made in terms of a temporary promotion. Temporary assignments shall be considered as training assignments by which an employee may obtain experience that will enable him to qualify for future promotions.

Any employee who has completed his/her probationary period, and who is temporarily transferred to a job classification in a higher pay grade than his regular classification and is performing the functions of that job at least one regular workday will be compensated at 5% above the employee's current rate of pay, provided that employees shall not be paid at a higher rate when working above their classification if the work is done for training purposes, meaning another employee or supervisor is also there.

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

Demotions:

The term demotion, as used in this provision, means the reassignment, not requested by the employee, of an employee from a position in one job classification to a lower paying position in another job classification.

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

ARTICLE VIII

Holidays

Section 8.1 -- Holidays Recognized & Observed

The following days shall be recognized and observed as paid holidays:

January 1	New Year's Day
January 15	Martin Luther King, Jr.'s Birthday
3 rd Monday in February	President's Day
March 25	Maryland Day
Varies	Good Friday
Last Monday in May	Memorial Day
July 4	Independence Day
1 st Monday in September	Labor Day
November 11	Veteran's Day
4 th Thursday in November	Thanksgiving
December 25	Christmas Day

Whenever any of the above listed holidays shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the above listed holidays fall on Sunday, the succeeding Monday shall be observed as the holiday.

Provided, however, that the Mayor in his/her discretion, may declare that: (1) the Friday immediately after Thanksgiving to be a paid holiday in lieu of the March 25, Maryland Day holiday next following that Thanksgiving holiday; (2) Martin Luther King, Jr.'s Birthday will be celebrated uniformly by all City employees on the same date designated by the Federal Government.

Section 8.2 -- Eligibility

In order to receive holiday pay, an employee must work on the work day before and work day after unless his failure to work on such day was due to absence because of being on authorized leave as hereinafter provided for in this agreement. A suspension due to disciplinary action is not authorized leave for purposes of eligibility for holiday pay. An employee must submit a doctor's certification for sick leave used the day before or after a holiday in order to be considered on authorized leave. However, the City, agrees to pay employees for recognized holidays which occur during an absence from work as a result of illness or injury that occurred on the job without exceptions.

Section 8.3 -- Holiday Work

Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work. If an employee works on any of the above listed holidays, he/she shall be paid one and one-half (1½) times his/her hourly rate for all hours worked in addition to his/her holiday pay.

Section 8.4 – Leave Time for Overtime Purposes

All holidays, pre-approved annual or personal leave, sick leave, unplanned personal leave, or other authorized leave time shall not count as hours worked for the purposes of determining eligibility for double time under this Agreement. With the exception of determining eligibility for double time, holidays and authorized leave shall be counted as hours worked for computation of overtime.

ARTICLE IX Vacations

Section 9.1 -- Eligibility & Allowances

Every regular full-time employee shall be eligible for paid annual leave (sometimes referred to as vacation time) as provided by Chapter 3.20 of the City Code. Employees shall start to accumulate annual leave as of their date of hire.

Annual leave allowances shall be earned annually, based on the following schedule:

- One and one-fourth (1 1/4) working days per month for all employees having less than three (3) years of service; (15 days)
- One and one-half (1 1/2) working days per month for all employees having at least three (3) years of service; (18 days)
- One and three-fourths (1 3/4) working days per month for all employees having at least ten (10) years of service; (21 days)

Accumulated leave may be used as the employee chooses for personal business provided no less than twenty-four (24) hours notice is given to the supervisor. Such leave shall be no less than one-half (1/2) day; however, lesser amounts may be used at the end of the shift. Supervisors shall give consideration for lesser amounts.

Section 9.2 -- Annual Leave

The rate of annual leave pay shall be the employee's regular rate of pay in effect for the employee's regular job.

Employees shall receive their annual leave pay no later than the Friday preceding the start of their annual leave period if the employee desires, provided proper notification is given.

Section 9.3 -- Choice of Annual Leave Period

Annual leave shall be granted at the time requested by the employee. If the nature of the

work makes it necessary to limit the number of employees on annual leave at the same time, the employee with greater seniority shall be given his choice of annual leave period in the event of any conflict over annual leave periods.

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

Section 9.4 -- Work During Annual Leave Period

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

Section 9.5 -- Annual Leave Rights in Case of Layoff or Separation

Any employee who is laid off, discharged, retired or separated from the service of the Employer for any reason, prior to taking his/her annual leave, shall be paid for any unused annual leave he/she has accumulated at the time of separation as provided by the City Code.

Section 9.6 -- Reservation Costs

If an employee, whose annual leave request has been approved, reschedules a vacation at the request of the City, any nonrefundable reservation costs incurred by the employee through rescheduling his vacation will be reimbursed, provided it is substantiated by the employee to the employer's satisfaction. Also, in order to qualify for such reimbursement, the employee shall advise his supervisor of any reservations he holds, at the time he is requested to cancel or reschedule his approved annual leave. There shall be no obligation by the City to reimburse reservations not disclosed by the employee at the time he is requested to cancel his leave.

Section 9.7 -- Accumulation

Annual leave may accumulate to a maximum of thirty (30) days and carried over into the next year.

Annual leave may be utilized as personal leave when deemed necessary by the employee with notice given to their Supervisor or Department Head.

ARTICLE X Sick Leave

Section 10.1 -- Allowances

Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick

leave with pay.

Employees shall earn one and one-fourth (1 1/4) days per month for each month of service.

An employee may use sick leave for an illness in the employee's immediate family, which includes a spouse, parent, minor child, or child who is 18 or older and incapable of self care due to a mental or physical disability.

Section 10.2 -- Accumulation

Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in service of the Employer, with unlimited accumulation.

Section 10.3 -- Disability Benefit -- Non-Occupational

- A. Employer Paid Short Term Disability amount of coverage will increase to 60% of salary up to a maximum coverage of \$700 per week for a 26-week period. Employee must exhaust sick leave first.
- B. Employer will provide for employees to buy up for long term disability coverage (beyond 26 weeks).

Section 10.4 -- Sick Leave Program

- A. After the use of seven (7) days sick leave in a 12-consecutive-month period, the Employee's use of sick leave will be analyzed. If a pattern is established of sick leave being used in proximity to regular days off, weekends, holidays or other leave periods, then the employee will be counseled and a record made of the counseling. If the pattern continues after the counseling, the employee will be placed on sick leave probation for a minimum of six months requiring the submission of a doctor's certificate for any further use of sick leave.
- B. If over any six-consecutive-month period, an Employee is using sick leave as fast as it accumulates without any prior written record of a chronic medical condition, the Employee may be placed on sick leave probation for a minimum of six months requiring a doctor's certificate for any further use of sick leave.
- C. In the event the employee's absences may be the result of a chronic medical condition, the employee may be referred for a medical evaluation. If, during the course of the evaluation, the examining health care provider determines that the employee has provided false reasons for using sick leave (i.e, malingering or lying about the need for leave), the employee may be subject to disciplinary action including, but not limited to, a suspension of his or her right to accumulate additional sick leave.

- D. Failure to provide a doctor's certificate, when required under this Section, may result in disciplinary action for abuse of sick leave. In addition to disciplinary action, failure to comply with the requirements of this sick leave program will result in the extension of the sick leave probation period for six months from the time of the last infraction.
- E. In all circumstances, absences of more than three (3) consecutive work days require a doctor's certificate.
- F. Sick days attributed by a doctor's certificate or an injury compensable under workers' compensation laws shall not be considered for the purposes of this Section.
- G. Whenever possible, employees shall endeavor to schedule personal, non-work related medical appointments on their own time, or at a time which provides the least disruption to the workday.

Section 10.5 - Leave Sell-Back

If an employee has a leave balance of 16 (or more) annual days or 16 (or more) sick days on December 1st of any year, the employee has the option, in his or her sole discretion, to sell back to the City no more than five annual leave days. The employee must request the sell back in writing on or before December 20th of each year. The City shall pay the employee at their current rate of pay for the five days and deduct the days from the employee's accumulated total.

ARTICLE XI

Other Leave

Section 11.1 -- Personal Leave

Each employee covered by this Agreement shall be granted three (3) personal leave days for their use each calendar year. Such days shall be credited to the employee in the first pay period following January 1 of each year and shall be non-cumulative from year to year unless the employer failed to grant a request for personal leave due to scheduling difficulties. All new hires shall be awarded days on a pro rata basis dependent upon the date of hire. Employees hired

- January through April shall receive three (3) days;
- May through August, two (2) days;

- September through December, one (1) day,

and shall subsequently receive the full three (3) days entitlement, as all other employees, in January following the year of hire. Employees shall notify their Supervisor at least 24 hours in advance of a desire to take personal leave, and such leave shall be granted unless the employee's absence would disrupt the department's operations.

Section 11.2 – Bereavement 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) scheduled workdays upon the death of an immediate family member.
- B. The employee's immediate family shall be defined as the employee's spouse, father, step-father, mother, step-mother, legal guardian, son, step-son, daughter, step-daughter, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, grandparent, grandchildren, father-in-law, and mother-in-law.
- C. Funeral leave shall not be charged to annual or sick leave.

ARTICLE XII Leave of Absence

Section 12.1 -- Application

Any employee may, upon application in writing, be granted a leave of absence without pay, not to exceed one year for valid purposes, as provided by Chapter 3.20 of the City Code.

Section 12.2 -- Extension

Notwithstanding other provisions of this agreement, any employee elected or appointed as an employee of the Union shall be granted a leave of absence without pay for the term of the election or appointment of his office or any extension thereof. Adequate prior notice of both leave of absence and date of return shall be given to employer.

Section 12.3 -- Maternity

The Employer agrees that maternity leave will be granted in conformance with current federal laws.

Section 12.4 -- Seniority Accumulation

Employees granted leave of absence shall be returned to the position they held when the leave of absence started. The employee's date of hire for seniority in promotional considerations

shall remain the date of hire employee had when leave of absence started and for promotional purposes, employee shall receive seniority credit for the period of time employee was on leave of absence. Employee shall not receive credit for either sick leave or annual leave for the period of time employee was on leave of absence.

ARTICLE XIII

Overtime

Section 13.1 -- Rate of Pay

Time and one-half the employee's regular hourly rate of pay, or compensatory time off as defined below, shall be paid for work under any of the following conditions, but compensation shall not be paid for the same hours twice.

Section 13.2 -- Daily/Weekly

All work performed in excess of the regularly scheduled work day/work week.

Section 13.3 -- Before or After Regular Hours

All work performed before or after any scheduled work shift.

Section 13.4 -- Saturday Work

All work performed on Saturday except as noted below.

The overtime rate specified above for Saturday work and for Sunday work shall not be paid to employees for whom these days fall regularly within the first five days of their work week. These employees shall be paid time and one-half for all work performed on the sixth day and double-time for all work performed on the seventh day in their regular work week.

Section 13.5 -- Compensatory Time Off

If compensatory time off is used as the method of paying employees for overtime work, the overtime rate of pay shall be time and one-half (1 ½) off for each hour of overtime work.

Section 13.6 -- Distribution

Overtime work shall be distributed equally to employees working within the same job classification. The distribution of overtime shall be equalized over each six month period beginning on the first day of the calendar month following the effective date of this Agreement, or on the first day of any calendar month this Agreement becomes effective.

On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his credit at that time.

If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his credit shall be offered the assignment. The procedure shall be followed until the required employees have been selected for the overtime work. All overtime hours refused shall count as hours worked in compiling the record.

A record of the overtime hours worked by each employee shall be posted on the department bulletin board monthly.

Section 13.7 -- Work at Employee's Option

Overtime work shall be voluntary, except that, in the event no qualified employee volunteers for overtime work that the Department determines needs to be performed, the Department shall have the right to assign that work to the employee who is both qualified to perform the work and has the least seniority to his credit at that time. Additionally, the City may require an employee to perform overtime work in the event of an emergency.

Section 13.8 -- Double Time

In continuous operations, the employee shall be paid time and one-half his/her regular rate for the first and second day of rest and double time for the third day of rest.

No employee shall be permitted to work more than sixteen (16) consecutive hours. Time and one-half shall be paid for the sixth work day and double time for the seventh work day. There shall be no overtime on overtime.

All holidays, pre-approved annual or personal leave, sick leave unplanned personal leave, or other authorized leave time shall not count as hours worked for the purposes of determining eligibility for double time under this Agreement.

Section 13.9 -- Compensation in the Event of City Closure

In the event that the City is officially closed for any reason by pronouncement of the Mayor, an employee who is required to work during a time where the City is closed shall receive his regular hourly rate of pay plus one hour of comp time for every hour worked during the time that the City is closed. The employee shall not be paid an overtime premium for hours worked during such closure unless he is otherwise entitled to an overtime premium under applicable law or another provision of this Agreement.

ARTICLE XIV Hours of Work

Section 14.1 -- Regular Hours

The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period.

Section 14.2 -- Work Week

The work week shall consist of five consecutive days, except for employees in continuous operations.

Section 14.3 -- Work Shift

The current classification shall denote the employee's regular work week whether it be:

- 7 hours daily equaling a 35 hour week;
- 7½ hours daily equaling a 37½ hour week;
- 8 hours daily equaling a 40 hour week; or
- 10 hours daily for four day equaling a 40 hour week.

All Employees' shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

Section 14.4 -- Work Schedule

Work schedules showing the employees' shifts, work days, and hours shall be posted on all department bulletin boards at all times.

Except for emergency situations, work schedules shall not be changed without adequate notice to and discussion with the Union.

Section 14.5 – Temporary Alternative Work Schedules

Upon mutual agreement between the City and the Union, temporary, alternative work shifts may be created.

ARTICLE XV Health & Welfare Benefits

Section 15.1 -- Health & Welfare Benefits

During fiscal year 2018, the City will continue to provide health care benefits to employees and their dependents, and employees will contribute to the cost of these benefits, in accordance with the following:

- A. Cost sharing percentage for medical, prescription, dental, and vision benefits will be 80% for the City and 20% for the employee 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.

- B. Effective July 1, 2014 the City established a High-Deductible Health Plan and Health Savings Accounts as an additional insurance option.
- C. Effective July 1, 2014 the City made a plan design change creating an In Network Deductible of \$270 for individuals and \$540 for dependents with an out of pocket maximum of \$1500 for individuals and \$3000 for dependents.
- D. Renewal rates will be calculated using the existing premium splits of 80/20 for employees and the 70/30 or multiplier premium rate for existing retirees. The City and Unions shall meet annually to review and discuss changes required by law to the health plans. In the event of a health premium increase in excess of 10%, a re-opener will occur.
- E. Employees who decline health and welfare coverage are not entitled to an opt out credit.
- 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.

Section 15.2 - Retiree Health Insurance Plan

- (1) The benefits will be the City's Core or Plus medical plan, prescription plan, Core or Plus dental plan, and Core or Plus vision plan. These benefits may change from time to time as the active employees benefits change.
- (2) In order to be eligible for retiree health benefits, an employee must be eligible to retire under the Maryland State Retirement and Pension Plan and must have retired on or after July 1, 2002. The retiree must receive an immediate annuity.
- (3) 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.
- (4) 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.

- (5) 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.
- (6) The retiree must have participated in the City health insurance plan for at least five consecutive years prior to retirement.
- (7) 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.
- (8) Surviving spouses will be eligible to continue coverage:
 - (a) 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.
 - (b) 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.
 - (c) Coverage for a surviving spouse will terminate upon remarriage of the spouse.

Section 15.3 Voluntary Employee Beneficiary Association (VEBA)

- A. Effective February 28, 2014, employees shall have a one time option of electing to participate in a Voluntary Employee Benefits Association (VEBA) or remain in OPEB as described in the existing collective bargaining agreements with AFSCME. Contributions to the OPEB trust will be consistent with the provisions of Section III above.
- B. As of June 30, 2014 AFSCME employees' who elected to participate in a VEBA will no longer accrue OPEB service. The employees' years of service as of June 30, 2014 multiplied by 2.5% will determine their retiree health premium split to be covered by the City.
- C. Effective July 1, 2014, for employees who elected to participate in VEBA there will be an annual contribution of 3% of total payroll for Civil Service, Exempt Service and AFSCME personnel to a VEBA.

ARTICLE XVI Safety & Health

Section 16.1 -- Safety and Health

- (a) Employer and the Union shall cooperate in the enforcement of safety. The Union may

appoint one (1) permanent, ex-officio non-voting member to the established Risk Management Committee of the City. Such member will act as a liaison between the committee and the Union and assist the City in identifying and eliminating unsafe or unhealthy working conditions. Should an employee feel that his work requires him to be in unsafe or unhealthy situations, the matter shall be considered immediately by the Department Head. If the matter is not adjusted satisfactorily, the grievance will be processed according to the Grievance Procedure.

- (b) Employees shall be subject to testing for alcohol and substance abuse consistent with federal, state and local laws.
- (c) All employees, including employees holding positions that are non-safety sensitive functions, may be required to immediately submit to both drug and alcohol testing when the Employer has objective facts giving it reason to believe that the employee is at least partly responsible for an accident while the employee is at work, so long as the accident (a) causes at least \$500 in damage and/or causes personal injury, and (b) the accident involves a City vehicle or occurs while operating City equipment.

ARTICLE XVII

Working Conditions

Section 17.1 -- Uniforms & Protective Clothing

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

The Employer agrees to maintain safe and sanitary lavatories.

P.E.O.'s shall be given LD. shoulder patches.

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

ARTICLE XVIII

Pay

Section 18.1 -- Rates of Pay

- A. There will be cost of living adjustments as follows:
 - a. 2% effective July 1, 2018 for Fiscal Year 2019
 - b. 2% effective July 1, 2019 for Fiscal Year 2020
 - c. 3% effective July 1, 2020 for Fiscal Year 2021
 - d. 3% effective July 1, 2021 for Fiscal Year 2022

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.

- B. Employees who are eligible for a merit increase on their review date and/or a longevity increase on their anniversary will receive increase(s) of 5.361% on the respective dates for steps 2 through 10. An additional longevity step (Step A11) negotiated in FY18 for 20 years of service will increase from 2.5% to 5.361% effective 7/1/18.
- C. Employees who attain 25 years of continuous service with the City shall be paid a one thousand dollar (\$1,000.00) bonus on their 25th anniversary. This bonus will be paid only on the employee's 25th anniversary and shall not be part of the employee's rate of pay.

Section 18.2 -- Shift Differential

Employees who work in a continuous operation shall be paid a shift differential for any work performed during the second or third shift. The second shift shall commence immediately following the first shift, on or about 4:00 p.m. Likewise, the third shift shall immediately follow the second shift, commencing on or about 12:00 a.m.

The Employer shall pay the employee an additional five percent (5%) for all hours worked on shifts beginning between 3:00 p.m. and 7:00 a.m.

The Employer reserves the right to make permanent shift assignment in order to efficiently maintain operations, provided that if a vacancy exists on another shift, qualified employees with the most seniority desiring the particular shift assignment shall be given preference.

ARTICLE XIX Meal Periods

Section 19.1 -- Meal Periods

All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

The employer shall furnish a meal to any employee who is required to work in excess of

ten (10) consecutive hours in a work day and each employee required to work in excess of four (4) consecutive hours on call-back.

In the event the employer is unable to furnish meals, the employee shall be granted time to eat, not to exceed thirty (30) minutes on the clock. Employer shall compensate the employee \$3.50 for the cost of the meal.

ARTICLE XX

Rest Periods

Section 20.1 -- Rest Periods

All employee work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible.

Employees who for any reason work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular periods that occur during the shift.

ARTICLE XXI

Clean Up Time

Section 21.1 -- Clean Up Time

Employees shall be granted a fifteen (15) minute personal cleanup period prior to the end of each work shift.

Work schedules shall be arranged so employees may take advantage of this provision. Employer shall make the required facilities available, and the Employer and employees shall cooperate in maintaining the facility in proper sanitary condition.

ARTICLE XXII

Call Time

Section 22.1 -- Call Time

Any employee called back to work after being clocked out in the same working day, and who has left the work site and its immediate surroundings, shall receive a minimum of two (2) hours pay at one and one-half (1½) times the employee's regular rate of pay. This Section does not apply to hours prior to or after a work shift that are subject to the work shift.

An employee must respond to call-backs which occur within the two-hour call-back

period; the employee must leave a phone number where he or she can be reached in case of a subsequent call-back. If the employee is not available at the phone number provided, for any reason, he or she shall forfeit pay for the balance of the call-back period remaining after the unanswered call.

ARTICLE XXIII

Discipline, Discharge & Grievance Finding

Section 23.1 -- Discipline

Disciplinary action or measures shall depend on the severity of the infraction or offense.

Disciplinary action may be imposed upon an employee for any reason provided in the City Code or the personnel rules and regulations. Any disciplinary action or measure imposed upon an employee who has successfully completed his/her new-hire probationary period may be processed as a grievance through the regular grievance procedures.

If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee or the public.

Notice of an intention to impose discipline shall be provided to the employee within ten (10) working days after the date on which the alleged infraction is made known to the appointing authority.

Records of disciplinary action will be removed from the employee's records after five (5) years, providing there has been no intervening disciplinary action recorded.

Section 23.2 -- Discharge

The Employer shall not discharge any employee without just cause.

The Union shall have the right to process a discharge as a grievance at the third step of the Grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

Section 23.3 -- Grievance Finding

Any employee found to be unjustly suspended or discharged shall be reinstated with appropriate full or partial compensation for lost time, and with full restoration of all other rights and conditions of employment.

The purpose of this Section is to allow the appropriate authority proper options in dealing with disciplinary matters.

ARTICLE XXIV
Layoffs Due to Subcontracting of Public Work

Section 24.1 -- Layoffs Due to Subcontracting of Public Work

When an employee is laid off due to a reduction in work force initiated for any reason (including subcontracting of public work), employees shall be laid off in the inverse order of their City seniority within the relevant classification in the department, provided that the Director shall have discretion to retain an employee with superior qualifications or performance as determined by the Director in order to lay off a more senior employee with inferior qualifications or performance. Prior to the layoff of any employee, all temporary and probationary employees will first be laid off by relevant classification and department.

Employees to be laid off will be paid the cash value of all accrued but unused annual leave in the next pay period following their termination date.

Employees will retain their seniority if they are laid off for a period of nine months or less.

The Union will be provided sixty (60) days notice in advance of any plan to lay off employees in the bargaining unit. Employees to be laid off will be provided a fourteen day (14) day notice prior to layoffs.

Section 24.2 – Bumping Rights

If an employee is scheduled to be laid off, that employee may transfer to a position in the same department in an equally rated classification, or to a position in the same department in a lower rated classification occupied by a less senior employee in the bargaining unit, provided that the employee is qualified for the position requested and provided further that the Director shall have discretion to retain a less senior employee with superior qualifications or performance as determined by the Director. When a senior employee displaces a junior employee in a lower classification, the senior employee's salary will remain the same unless it exceeds the maximum salary of the junior employee's job classification, in which case it will be reduced to the maximum of the lower classification. A displaced Employee may displace other, less senior employees in the bargaining unit in the same manner.

Section 24.3 – Recall

Employees who have been laid-off shall have their name placed on a re-employment list for a period of 12 months following their termination date and the employee will have priority re-employment rights to any vacant position in their same job classification for which the employee is qualified. No new employees will be hired to fill a vacant position in the same classification until all employees on the re-employment list who are qualified have been offered re-employment by registered mail, return receipt requested. Re-employment offers will be made in order of seniority, except that the Department Director shall have the discretion to pass over recalling an employee with inferior performance or qualifications as determined by the Director in order to recall a less senior employee with superior qualifications or performance. Laid off

employees will be allowed two (2) weeks from receipt of offer to respond and two (2) weeks after response to report back to work. Such notice period may be waived by the written request of an employee.

ARTICLE XXV Training Program

Section 25.1 -- Training Program

The Employer agrees to maintain a program that shall provide training and development opportunities to assist employees in developing their skills and knowledge for the performance of official job duties, when beneficial to both the Employer and the Employee.

The Union and the Employer shall encourage employees to take advantage of advanced training and educational opportunities which add to skills and qualifications needed to improve their efficiency in their job performance and in areas needed for advancement.

The Employer shall make a reasonable effort to provide training in areas related to the employee's official job duties. Lists and catalogs of local training and educational resources will be made available for review by the Union.

The Employee shall be reimbursed for job-related training expenses which are approved by the Employer in accordance with established City reimbursement policies and tuition assistance programs.

Employees shall be encouraged to pursue training and educational areas that apply to other areas of interest.

The Union shall meet with the Director of Human Resources and the appropriate Department Head to develop and implement the training program for employees.

Equipment for performing bargaining unit work will be operated by the current permanent employees within the bargaining unit:

- (A) If any technological change should alter the job task and/or skills required of any person in the performance of his or her job, or if any technological change permanently displaces any person in the performance of his or her job, the Employer agrees to provide training, at the Employer's expense, to the person for a job resulting from such technological change for another equivalent job which the Employer has available within the Union's jurisdiction, or for any other equivalent job opportunity with the Employer. Such training will include, but is not limited to, instruction and practice in the safe and effective operation of equipment, at the same or greater pay rate.
- (B) Any person offered this training shall have the right to reject it, but such rejection shall bring about a separation from his or her employment.

- (C) In lieu of training for a newly created job or for other jobs with the Employer, an employee may complete a course of study in another skill or occupation.

ARTICLE XXVI

Duration of Agreement

Section 26.1 -- Duration

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 15th of the calendar year in which the Agreement expires.

ARTICLE XXVII

Savings Clause

Section 27.1 -- Savings Clause

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the Court's decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXVIII

Novation

Section 28.1 – Novation of Prior Agreement

The parties acknowledge that by a valid Agreement between them effective July 1, 2018, issues set forth herein were settled through June 30, 2022. It is the expressed intention of the parties hereto that, this Agreement shall extinguish the fiscal year 2018 Agreement and that the rights and duties set forth therein with regard to fiscal year 2018 shall be substituted, by the rights and duties set forth in this Agreement.

ARTICLE XXIV
Official Agreement

Section 29.1 - Official Agreement

There are a total of 34 pages to this agreement including the signature page.

IN WITNESS WHEREOF, the Mayor and City of Annapolis, the Employer, and Maryland Public Employees, Council 67, AFSCME, AFL-CIO and Local 3162, the Union, caused the Agreement to be executed in the respective names and attested by their duly authorized officers this ____ day of June, 2018 .

The City of Annapolis

Attest

Regina Watkins- Eldridge, City Clerk

Mayor Gavin Buckley

Tricia Hopkins, Human Resources Manager
Witness

The Union

Maryland Public Employees Council 67 AFSCME, AFL-CIO Local 3162

Mary Pat Whiteley
President, AFSCME Local 3162

Kory Blake
Representative, AFSCME Council 67