

AGREEMENT BETWEEN

CITY OF ANNAPOLIS

AND

**ANNAPOLIS CLERICAL & TECHNICAL
EMPLOYEES, LOCAL NO. 3162
AFSCME MARYLAND
COUNCIL 3
AMERICAN FEDERATION OF
STATE, COUNTY & MUNICIPAL
EMPLOYEES AFL-CIO**

Effective: July 1, 2026 - June 30, 2028

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PREAMBLE

This Agreement entered into by and between the City of Annapolis (the “Employer”) or the “City”) and Local 3162, American Federation of State, County and Municipal Employees Maryland, Council 3, AFL-CIO (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*:

Police Records Specialist – Grade A06
Office Assistant I – Grade A06
Office Assistant II – Grader A07
Public Works Communications Operator – Grade A07
Fire Administrative Support Analyst – Grade A07
Permits Associate – Grade A07
Emergency Management Grant Coordinator – Grade A11
Police Administrative Clerk – Grade A09
Fiscal Assistant I – Grade A07
Fiscal Assistant II – Grade A08
Fiscal Assistant III – Grade A09
Police Community Services Specialist – Grade A10
Transportation Coordinator – Grade A10
Fleet Maintenance Specialist I – Grade A10
Fleet Maintenance Specialist II – Grade A11
Fleet Maintenance Specialist III – Grade A12
Fleet Parts Specialist – Grade A09
Police Communications Operator I – Grade A09
Police Property Coordinator – Grade A10
Police Identification Specialist – Grade A08
Crime Scene Investigator – Grade A09
Fire Safety Inspector – Grade A09
Recreation Leader I – Grade A07
Recreation Leader II – Grade A08
Recreation Leader III – Grade A09
Development Events Specialist – Grade A12
Camera Monitor – Grade A09
Community Outreach Coordinator – Grade A09

*Any of the above-listed classifications that are filled via employment agreements are not included in the bargaining unit and incumbents with such agreements are not considered Employees for purposes of this Agreement.

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 current Employees covered by this Agreement who have joined the Union shall be considered members of the Union. Employees may join the Union at any time.

Employees who withdraw membership shall do so by written notice to the Union via certified mail postmarked in the fourteen (14) day period prior to the Employee's anniversary date, to be completed by the Union for submission to the Employer within fourteen (14) days of receipt. The mailing address is:

President
AFSCME Council 3 and Local 3162
1410 Bush Street, Suite A
Baltimore, Maryland 21230

ARTICLE III

Voluntary Check Off of Deduction of Union Fees and Dues

Section 3.1 – Voluntary Check Off of Deduction of Union Fees and Dues

For those Employees who are or 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 3, not later than the 15th day after the 1st day of the succeeding month. Payroll deduction will continue until the City is notified of an

Employee's withdrawal from membership in accordance with Section 2.1. The Union will notify the Employer at least thirty (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 3.

The lists identified in the prior paragraph shall contain the following information: Employee name, unique ID, home address, telephone numbers of record (identified as home or cell if known), work email address, date of hire, full-time or part-time status, department, classification, grade, and annual salary. In addition, the monthly list shall indicate the deduction amount remitted on behalf of each Union member by payroll period.

The Union shall indemnify and hold the Employer 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 Employer 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 Employer to the Union.

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 consistent with Article IV.

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 their 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 signed the form, within fifteen (15) 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 the 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) working days after the Director receives the written appeal. The Department Director shall respond in writing to the Grievant, and the Union Representative who signed 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 their designee shall respond in writing within fifteen (15) working days. The parties shall submit the grievance to the Mayor or their 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 or other mutually agreed upon organization. Within fifteen (15) working 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 thirty (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 forty-five (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 Employer'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) calendar days after the close of the hearing; and the arbitrator shall be asked to render an award no later than thirty (30) calendar 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. Their 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 the arbitrator 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. The time limits set forth in this Article are essential to this Agreement. Said time limits may be extended only by mutual agreement of the Employer and the Union.

Section 4.4 -- City-Wide Policy Grievances

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

Section 4.5 -- Method of Delivery

For the purposes of this Article IV, a grievance is considered submitted only if it is timely, is on the form required by Article IV, and is transmitted to the appropriate person pursuant to Article IV. A grievance, appeal, or the Employer answer may be submitted by hand to the office of the appropriate person as set forth in Section 4.2, emailed to that person's City email address (or Union email address for Union Representatives), or mailed to that person by certified mail, return receipt requested, through the United States Postal Service.

ARTICLE V

Union Stewards & Union Representation

Section 5.1 – Recognition

The Employer recognizes and shall deal with all of the members of the Executive Board of the Local Union, Council 3, and Local Union Stewards as designated in writing to the Employer, in all matters relating to grievances and interpretation of this Agreement.

Section 5.2 -- List of Union Stewards & Alternates

- (a) The City will recognize one (1) Union Steward and one (1) alternate in the following areas only: Public Works, Recreation and Parks, Transportation, and Police. A written list of the Union Stewards and alternates shall be furnished to the City's Director of Human Resources 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 (1) 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 Union Stewards provided to the City by the Local Union.
- (c) Local 3162 shall be granted a total of twenty (20) days of administrative union leave with pay per contract year to be allocated among the Union Stewards in the bargaining unit. The purpose of such leave is to attend Union-sponsored training, conferences, conventions, or seminars. Such days are non-cumulative and any balance on June 30 of each contract year shall be forfeited. The Local Union President must make a written request for use of such leave to the City's Director of Human Resources at least fourteen (14) days prior to the request date. Such request shall include the name of the Union Steward, the dates the leave shall be used, and the reason for the requested leave. No more than two (2) 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 Local 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 City and the Union shall comply with the provisions of all applicable laws forbidding discrimination against or in favor of any Employee on account of sex, age, race, color, religion, national origin, marital status, sexual orientation, or status as a qualified individual with a disability, qualified disabled veteran, or Vietnam-era veteran. Notwithstanding any other provision of this Agreement, the City shall have the right to take all actions necessary to comply with federal, state, and local disability law, including but not limited to the authority to take actions deemed to be reasonable accommodations. Alleged violations of this Article VI shall not be subject to the Grievance Procedure of Article IV, but shall be addressed consistent with the City's non-discrimination, non-harassment, and non-retaliation policies and procedures; provided that an Employee disciplined or discharged for having engaged in discrimination, harassment, or retaliatory actions may grieve the discipline or discharge imposed. Nothing in this Agreement shall preclude an Employee from exercising rights available under federal, state, or local laws prohibiting employment discrimination.

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 and the Local Union President shall be allowed to:

- Post Union notices;
- Distribute Union literature;
- Attend negotiating meetings (which may be held off the Employer's premises if mutually agreed);
- Transmit communications, authorized by the Local Union or its officers, to the Employer, or to the Union Representative; and

- Consult with the Employer, the Union, 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 Union, 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 applied in a discriminatory manner. The Employer further agrees to provide advance written notice to the Local Union and designated Council 3 staff representative of any proposed new or modified work rules or policies that effect the terms and conditions of Employees. Upon request of the Local Union or designated Council 3 staff representative, the Employer will bargain with the Union regarding such rules or policies where bargaining is required by applicable law. Notice under this Section 6.5 will be provided at least ten (10) working days before becoming effective.

The Employer further agrees to make available to the Union and Employees a complete set of work rules and shall post new work rules at central locations or electronically. New Employees shall be provided access to a copy of the rules at the time of hire.

Civilian Employees of the Police Department are subject to all sworn officers written directives, codes, rules, regulations, and other standards except as otherwise provided in the Department's General Orders unless otherwise specifically identified as not covered.

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 Employer, 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 shall not authorize or condone any strikes or work stoppages. The Employer agrees that there shall 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 a Bargaining Unit Employee 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 (4) weeks.

Section 6.9 – New Employee Orientation

The Employer will provide the Union thirty (30) minutes when orienting new Employees in the bargaining unit. The Employer will inform the Local Union President in advance of the schedule of orientation. The Employer shall provide at least ten (10) calendar days' advance notice of orientation unless the orientation session was not reasonably foreseeable. The Union will be provided time on the orientation agenda at the end of the schedule, unless otherwise mutually agreed to by the Employer and the Union. Orientation sessions may be conducted virtually or in person. Up to two (2) Employees will be permitted to attend orientation pursuant to this Section 6.9 without loss of pay.

Section 6.10 – Labor Management Committee

In order to foster cooperative and collaborative labor relations between the Employer and the Union and to attempt to resolve matters that effect bargaining unit Employees, there is hereby established a Labor Management Committee. This Committee shall be comprised of three (3) representatives of the Employer and three (3) representatives of the Union. The Committee shall meet four (4) times per fiscal year to discuss issues of concern to the Employer and the Union. The Employer and the Union shall exchange proposed agenda items one (1) week in advance of each meeting. If a scheduled meeting is canceled, the Employer and the Union will attempt to reschedule the meeting within three (3) weeks of the date of the canceled meeting. Additional meetings may be scheduled by mutual agreement.

ARTICLE VII

Seniority

Section 7.1 -- Definition

Seniority means an Employee's length of continuous service with the Employer since their 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 (3) months, the Employer shall provide the Local Union President, or designee, a seniority list consisting of all Employees in the bargaining unit, including each Employee’s length of continuous service with the City.

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 for a bargaining unit position, other than a temporary opening as defined below in a job classification that is in the bargaining unit, a notice of such opening shall be posted electronically 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 through the Employer’s application process.

Employees who need assistance with the application process may contact the Human Resources Department.

The Employer shall fill the opening by promoting from among the applicants the Employee with the longest continuous service, provided they 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 their qualifications for the new position. If the Employee

proves to be unsuited to the new position, they will be returned to their 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 Rules and Regulations of the Personnel System.

Transfers:

Employees desiring to transfer to other jobs shall submit an application in writing to the Human Resources Department. The application may state the reason for the requested transfer. Employees shall be reassigned to equivalent or lower paying positions at their request provided 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 the Employee to qualify for future promotions.

Any Employee who has completed their probationary period, and who is temporarily transferred to a job classification in a higher pay grade than their regular classification and is performing the functions of that job at least one (1) 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, of an Employee from a position in one (1) job classification to a lower paying position in another job classification. There are two (2) types of demotions:

Involuntary Demotion is a demotion based on an administrative action or decision, not initiated by the Employee. Involuntary demotions shall be made only for disciplinary reasons with

just cause, an inability to satisfactorily perform the job, loss of minimum requirements for their position, 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 to accept, either the demotion or the layoff. When an Employee is demoted to avoid layoff, their rate of pay shall be their current rate or the maximum of the new job grade whichever is lower.

Voluntary Demotion is initiated by the Employee generally through the application and selection for a lower level position. Employees are placed on the lower level pay grade not to exceed the maximum pay rate for the position.

Layoff:

At least sixty (60) calendar days prior to the time the Employer officially recommends the layoff of Employees, the Employer shall notify the Union of such recommendation. At the request of the Union, the Employer shall meet with the Union, at reasonable times, to discuss such recommendation, and the reason(s) therefor. Not later than fourteen (14) calendar days after the layoff of Employees is approved by the Employer, the Employer shall notify the Union of the Employees who will be laid off and the effective date of such layoff and shall notify each affected Employee of the effective date of their layoff. In the event it becomes necessary to layoff Employees for any reason, Employees shall be laid off in the inverse order of their seniority within the relevant classification in their department provided that the department director shall have discretion to retain an Employee with superior qualifications as determined by the department director, in order to layoff a more senior Employee with inferior qualifications. Employees will retain their seniority if they are laid off for a period of twelve (12) months or less.

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.

Recall:

Employees who have been laid-off shall have their name placed on a re-employment list for a period of twelve (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 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
3 rd Monday in January	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
June 19	Juneteenth
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. For those Employees whose regularly scheduled day is on a Saturday or Sunday and the official holiday falls on one of those days, the observed day for the holiday will be on the official day and, therefore, will not be observed on the preceding Friday or succeeding Monday as described above.

Police Communications Operators (PCOs) will receive holiday pay on the basis of a holiday equals twelve (12) hours.

Section 8.2 – Eligibility

In order to receive holiday pay for the holidays identified in Section 8.1, an Employee must work on the work day before and work day after unless their 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. 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, they shall be paid one and one-half (1½) times the Employee's hourly rate for all hours worked in addition to the Employee's holiday pay. If the holiday falls on a regularly scheduled day off, the Employee will be provided an alternate day off for the holiday or be provided straight time pay for the hour the Employee would normally be assigned to work in the day.

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. When a holiday occurs on an Employee's regularly scheduled day off and the Employee is provided pay for time not worked for that holiday, those hours will not count in the determination of overtime pay. With the exception of determining eligibility for overtime and double time as noted above, holidays and authorized leave shall be counted as hours worked for the computation of overtime.

ARTICLE IX Annual Leave

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 for full-time Employees, based on the following schedule:

- One and one-fourth (1 ¼) working days per month for all Employees having less than three (3) years of service; (15 days)
- One and one-half (1 ½) working days per month for all Employees having at least three (3) years of service; (18 days)
- One and three-fourths (1 ¾) working days per month for all Employees having at least ten (10) years of service; (21 days)

For Police Communications Operators (PCOs) will accrue annual leave on the basis of a day equal twelve (12) hours.

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 ($\frac{1}{2}$) day; however, lesser amounts may be used at the end of the schedule shift. Supervisors shall give consideration for lesser amounts.

Section 9.2 -- Annual Leave Pay

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

Section 9.3 -- Choice of Annual Leave Period

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

Employees shall give as much advance notice as possible before scheduling annual leave. In no event may this notice be less than two (2) work days.

Section 9.4 -- Work During Annual Leave Period

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

Section 9.5 -- Annual Leave and Compensatory Time Payout 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 their annual leave, shall be paid for any unused annual leave they have accumulated at the time of separation as provided by the City Code.

Any Employee who is laid off, discharged, retired or separated from the service of the Employer for any reason, prior to taking their accrued compensatory time shall be paid for any unused compensatory time they have accumulated at the time of separation.

Section 9.6 -- Reservation Costs

If an Employee, whose annual leave request has been approved, reschedules a vacation at the request of the Employer, any nonrefundable reservation costs incurred by the Employee through rescheduling their 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 their supervisor of any reservations they hold, substantiated by a copy of the confirmed reservation at the time they are requested to cancel or reschedule their approved annual leave. There shall be no obligation by the Employer to reimburse reservations not disclosed by the Employee at the time they are requested to cancel their 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 their 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. Police Communications Operators (PCOs) will accrue sick leave on the basis of a day equal ten (10) hours.

An Employee may use sick leave for an illness in the Employee's immediate family (as defined in the Maryland Healthy Working Families Act, Section 3-1301(g) of the Labor & Employment Article of the Maryland Code), which includes a spouse, parent, minor child, or child who is eighteen (18) or older and incapable of self care due to a mental or physical disability.

Leave pursuant to this Article X shall be provided in accordance with the Maryland Healthy Workers Families Act. The Employer shall ensure that all sick and safe leave accrual and usage comply with Maryland law.

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: The amount of coverage will be 60% of the employee's salary up to a maximum coverage of \$700 per week for a 26-week period. The Employee must exhaust sick leave first.

- B. The Employer will offer employees long term disability coverage (beyond twenty-six (26) weeks), with a 50/50 cost split between the Employer and Employee.

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 (i) sick leave being used in proximity to regular days off, weekends, holidays or other leave; or (ii) the Employee is using sick leave as fast as it accumulates, then the Employee may 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 (6) months requiring the submission of a healthcare provider note (or for safe leave reasons, other appropriate documentation) for any further use of sick leave.
- B. 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 their right to accumulate additional sick leave.
- C. Failure to provide a healthcare provider's note (or for safe leave reasons, other appropriate documentation), 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 (6) months from the time of the last infraction.
- D. In all circumstances, absences of more than three (3) consecutive work days require a healthcare provider's note (or for safe leave reasons, other appropriate documentation).
- E. Sick days supported by a healthcare provider's note (or for safe leave reasons, other appropriate documentation) or an injury compensable under workers' compensation laws shall not be considered for the purposes of this Section.
- F. 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 sixteen (16) (or more) annual days or sixteen (16) (or more) sick days on November 1st of any year, the employee has the option, in their sole discretion, to sell back to the Employer no more than five (5) annual leave days. The Employee must request the sell back in writing on or before November 1st of each year. The Employer shall pay the Employee at their current rate of pay for up to five (5) days and deduct the same number of 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 1st 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.

Police Communications Operators (PCOs) will receive personal leave on the basis of a day equals twelve (12) hours.

Section 11.2 – Bereavement Leave

- A. Upon approval by the department, an eligible full-time Employee shall be granted time off with pay at their straight time rate, not to exceed three (3) scheduled workdays upon the death of an immediate family member. Employees may use other earned paid leave for bereavement leave purposes according to the applicable notice provisions regarding use of such leave as set forth in this Agreement.
- B. The Employee's immediate family shall be defined as the Employee's spouse, domestic partner, father, step-father, mother, step-mother, legal guardian, son, son-

in-law, step-son, daughter, daughter-in-law, step-daughter, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, grandparent, grandchildren, father-in-law, and mother-in-law.

- C. Employees shall be granted one (1) day off with pay at their straight time rate to attend the service for their aunt, uncle, cousin, niece or nephew provided the service falls on a day the Employee is regularly scheduled to work.
- D. Funeral leave shall not be charged to annual or sick leave.
- E. Police Communications Operators (PCOs) will receive bereavement leave on the basis of a day equals 12 hours.

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 (1) year for valid purposes, as provided by Chapter 3.20 of the City Code.

Section 12.2 -- Union Leave Without Pay

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 their 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 -- Family and Medical Leave

The Employer agrees that Family and Medical Leave will be provided for qualifying reasons including maternity leave 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 accrue 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

For the purposes of overtime calculation, the workweek shall begin on Monday at 12 a.m. and end on Sunday at 11:59 p.m.

Time and one-half the (1 ½) 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 (5) days of their work week. These Employees shall be paid time and one-half (1 ½) 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. Employees shall be permitted to accumulate up to one hundred twenty (120) hours of compensatory time at any time in a calendar year, although Employees will be limited to rolling over 84 hours to the next calendar year. Unused accumulated compensatory time shall be paid out in full immediately prior to an Employee's promotion and down to eighty-four (84) hours in December each calendar year. For Employees with more than one hundred twenty (120) hours of compensatory time as of July 1, 2026, the hours exceeding one hundred twenty (120) will be paid out no later than the second payroll date following July 1, 2026.

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 (6) 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 their credit at that time. If this Employee does not accept the assignment, the Employee with the next fewest number of overtime hours to their 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 their credit at that time. Additionally, the Employer 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 (1 ½) their regular rate for any overtime worked on the first and second day of rest. All work performed by Police Communications Operators (PCOs) on the 7th consecutive day in one week shall be at double time.

No Employee shall be permitted to work more than sixteen (16) consecutive hours. Time and one-half (1 ½) 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 Employer is officially closed for any reason by pronouncement of the Mayor, an Employee who is required to work during a time where the Employer is closed shall receive their regular hourly rate of pay plus one (1) hour of comp time for every hour of their regularly scheduled straight time hours actually worked during the official closure date. Employees shall not be paid an overtime premium for hours worked during such closure unless they are 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 (5) 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;
- 10 hours daily for four days equaling a 40 hour week; or
- For Police Communications Operators (PCOs), the work schedule set forth in Section 14.4.

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

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

Effective June 1, 2026, Police Communication Operators (PCOs) began working a new 12-hour daily shift schedule. Once every two (2) weeks, PCO's will work an eight (8) hour shift instead of a 12-hour shift, so that the total hours worked in a two (2) week period is equal to eighty (80). This schedule rotates between day and midnight shifts every six (6) weeks and is designed to provide alternating weekends off.

Section 14.5 – Temporary Alternative Work Schedules

Upon mutual agreement between the City and the Union, temporary, alternative work shifts may be created. This Section 14.5 does not apply to situations involving inclement weather.

Section 14.6 – After-Hours Standby

Employees who are assigned to work in positions which are required to be on call shall receive \$40 on-call pay for each day spent in an on-call status.

ARTICLE XV Health & Welfare Benefits

Section 15.1 -- Health & Welfare Benefits

During the duration of this Agreement, the City will continue to provide health care benefits to Employees and their dependents under the same plans in effect during the periods covered by this Agreement which the City provides to other City Employees, 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 75% for the City and 25% for the Employee.
- B. The City and Union shall meet to review and discuss changes required by law to the health plans as requested by the Union no more frequently than annually.
- C. 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

- A. The benefits will be the City's High Deductible Health Plan, Core, EPO 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. 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 EPO or Plus coverage.
- B. Except as provided in Paragraph 4 below, in order to be eligible for retiree health benefits, an Employee must be eligible to retire under the Maryland State Retirement and Pension Plan, must be at least age 55 when they retire or receive a service connected disability retirement, and must have retired on or after July 1, 2002. The retiree must receive an immediate annuity.

- C. Except for those Employees covered by Paragraph 4 below, the Employer will pay a percentage of the retiree health insurance premium equal to 2.5% multiplied by each year of City service, up to a maximum of 75% of the premium cost for the retiree and their dependents.
- D. The provisions of Paragraphs 2 and 3 of this Section shall not apply to any Employee who, on July 1, 2012, had the potential to reach thirty (30) years of service with the City prior to their 55th birthday or retire under a service connected disability retirement. For such Employees, the Employee may receive retiree medical benefits regardless of the age at which they retire so long as they are eligible to retire under the Maryland State Retirement and Pension Plan. For these Employees, the Employer will pay 70% of the premium cost for the retiree and their dependents.
- E. 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. The retiree may elect to join the 65 and older group coverage even if the retiree did not elect retiree medical coverage for the under 65 plans.
- F. 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 in the under 65 health coverage.
- G. The retiree must have participated in the City health insurance plan immediately prior to retirement.
- H. 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.
- I. Surviving spouses will be eligible to continue coverage:
 - (i) Upon the death of the retiree, if the spouse was covered by the City health insurance plan as of the date of the retiree's death.
 - (ii) 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 as of the date of the retiree's death.
 - (iii) 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 15.2(3) 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 their work requires the Employee 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 may be subject to testing for alcohol and substance abuse consistent with federal, state and local laws. Such testing may occur at the time of hire and/or post-accident. Testing will be conducted in accordance with applicable laws and regulations.
- (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 with 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.

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

ARTICLE XVIII

Pay

Section 18.1 -- Rates of Pay

- A. Fiscal Year 2027: Effective July 2, 2026, the Wage Scale shall be increased by 2.0%. The updated Wage Scale is set forth in **Attachment A**.
- Fiscal Year 2028: Effective July 8, 2027, the Wage Scale shall be increased by 2.0%. The updated Wage Scale will be set forth in **Attachment A**.
- B. For Fiscal Years 2027 and 2028, Employees who have received a “satisfactory” or better rating on their annual evaluation will receive a one-step increase on their anniversary dates so long as they are not at the maximum step.
- C. All increases, including those which are due for merit, shall go into effect the beginning of the first full payroll period after they become effective.
- D. Employees who attain twenty-five (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 of an additional 5% for all hours worked on shifts beginning between 6:00 p.m. and 6:00 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.

Section 18.3 -- Mentoring Pay

An Employee who is designated in writing and in advance by a department director, consistent with established City training and onboarding program(s), as a mentor for a newly hired Employee for the purpose of training, shall receive \$50 per day for each day they perform training. The mentoring pay stipend does not apply to training or mentoring that is informal or that is not approved and documented as required by Section 18.3.

ARTICLE XIX Meal Periods

Section 19.1 -- Meal Periods

All Employees shall be granted a thirty (30) minute, uninterrupted meal period during each work shift. Whenever possible, the meal period shall be scheduled at the middle of each shift.

The Employer shall furnish an additional thirty (30) minute, uninterrupted meal period to Employees for each additional shift in a workday that is of the same length of the Employee's normal shift length. The additional meal period shall be scheduled at the middle of the additional shift or, if that is not operationally feasible, at the beginning of the additional shift. The Employer shall grant a thirty (30) minute, uninterrupted meal period to any Employee who is required to work in excess of four (4) consecutive hours on call-back. In addition, the Employer shall provide a \$10 meal allowance to Employees other than Police Communications Operators (PCOs) who are required to work in excess of ten (10) consecutive hours in a workday. The Employer shall provide a \$10 meal allowance to PCOs who are required to work in excess of fourteen (14) consecutive hours in a workday.

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.

If approved in advance by the appropriate supervisor, Employees may combine their fifteen (15) minute paid rest periods with their 30-minute unpaid lunch period. Employees who are approved to combine their lunch period and rest periods do not receive additional fifteen (15) minute rest periods.

Employees who for any reason work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute paid 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 (1 ½) 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 the Employee can be reached in case of a subsequent call-back. If the Employee is not available at the phone number provided, for any reason, the Employee 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. Discipline and discharge of Employees will be for just cause provided, however, that the discipline and/or discharge of a probationary Employee shall not be subject to the just cause standard. The Employer retains sole discretion to discipline and/or discharge probationary Employees, and such termination shall not be considered a violation of this Agreement.

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 their 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.

A written notice of an investigation into potential misconduct shall be provided to the Employee within seven (7) working days after the date on which the alleged infraction is made known to the appointing authority. A notice of an investigation is not discipline.

A written notice of intention to impose discipline shall be provided to the Employee within fifteen (15) 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 two (2) 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 second 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 Training Program

Section 24.1 -- 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. This is subject to budgetary funding.

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 their job, or if any technological change permanently displaces any person in the performance of their 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 their 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 XXV

Duration of Agreement

Section 25.1 – Duration

The Agreement will be effective from July 1, 2026 to June 30, 2028. 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 XXVI
Savings Clause

Section 26.1 -- 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 XXVII
Novation

Section 27.1 – Novation of Prior Agreement

The parties acknowledge that by a valid Agreement between them effective July 1, 2026, issues set forth herein were settled through June 30, 2028. It is the expressed intention of the parties hereto that, this Agreement shall extinguish the fiscal years 2024 through 2026 Agreement and that the rights and duties set forth therein with regard to fiscal years 2024 through 2026 shall be substituted, by the rights and duties set forth in this Agreement.

ARTICLE XXVIII
Official Agreement

Section 28.1 - Official Agreement

There are a total of 36 pages to this Agreement including the signature page.

IN WITNESS WHEREOF, the Mayor and City of Annapolis, the Employer, and AFSCME Maryland Council 3, 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, 2026.

The City of Annapolis

Attest

Regina Watkins- Eldridge, City Clerk

Mayor Jared Littmann

Yolanda L. Lewis, City Manager
Witness

The Union
AFSCME Maryland, Council 3, AFL-CIO, Local 3162

Jamekica Makell
President, AFSCME Local 3162

Morial Hayes
Representative, AFSCME Maryland
Council 3

Patrick Moran
President, AFSCME Maryland Council 3

Attachment A

FY27 AFSCME Pay Scale																			
EACH STEP 1 - 10 is 4% and 10 - 19 is 3%																			
GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
A04	37,066	38,549	40,091	41,695	43,362	45,096	46,900	48,775	50,727	52,755	54,338	55,968	57,647	59,377	61,158	62,993	64,883	66,829	68,835
A05	39,847	41,441	43,098	44,822	46,615	48,480	50,419	52,435	54,532	56,714	58,415	60,168	61,973	63,833	65,747	67,720	69,752	71,845	74,000
A06	42,835	44,549	46,330	48,184	50,112	52,116	54,201	56,369	58,625	60,969	62,798	64,682	66,622	68,621	70,679	72,799	74,983	77,232	79,550
A07	46,048	47,890	49,806	51,798	53,869	56,025	58,265	60,596	63,020	65,540	67,507	69,531	71,617	73,765	75,979	78,258	80,607	83,025	85,516
A08	49,501	51,481	53,541	55,683	57,911	60,227	62,636	65,141	67,747	70,458	72,571	74,748	76,990	79,299	81,678	84,128	86,651	89,251	91,929
A09	53,214	55,342	57,556	59,858	62,252	64,741	67,331	70,024	72,825	75,738	78,011	80,351	82,761	85,243	87,801	90,434	93,147	95,942	98,821
A10	57,206	59,494	61,873	64,348	66,921	69,598	72,381	75,276	78,287	81,418	83,861	86,378	88,970	91,639	94,388	97,219	100,135	103,139	106,234
A11	61,494	63,954	66,512	69,172	71,940	74,817	77,810	80,922	84,158	87,524	90,150	92,854	95,639	98,509	101,463	104,507	107,643	110,872	114,198
A12	66,106	68,750	71,500	74,360	77,334	80,428	83,645	86,991	90,470	94,089	96,911	99,818	102,813	105,897	109,075	112,347	115,717	119,188	122,764

FY28 AFSCME Pay Scale																			
EACH STEP 1 - 10 is 4% and 10 - 19 is 3%																			
GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
A04	37,807	39,320	40,893	42,528	44,229	45,998	47,838	49,751	51,741	53,811	55,425	57,088	58,800	60,565	62,381	64,253	66,181	68,166	70,211
A05	40,644	42,269	43,960	45,718	47,547	49,449	51,427	53,484	55,623	57,848	59,584	61,371	63,213	65,109	67,062	69,074	71,147	73,282	75,480
A06	43,692	45,439	47,257	49,147	51,114	53,158	55,285	57,497	59,797	62,189	64,054	65,976	67,955	69,993	72,092	74,255	76,483	78,777	81,141
A07	46,969	48,848	50,802	52,834	54,947	57,145	59,431	61,808	64,280	66,851	68,857	70,922	73,050	75,241	77,498	79,824	82,219	84,685	87,226
A08	50,491	52,511	54,612	56,796	59,069	61,431	63,889	66,444	69,102	71,867	74,022	76,243	78,529	80,885	83,311	85,810	88,384	91,036	93,767
A09	54,278	56,449	58,707	61,055	63,497	66,036	68,678	71,425	74,281	77,253	79,571	81,958	84,416	86,948	89,557	92,243	95,010	97,861	100,797
A10	58,350	60,683	63,111	65,635	68,260	70,990	73,829	76,782	79,853	83,047	85,539	88,105	90,749	93,472	96,275	99,164	102,138	105,202	108,359
A11	62,724	65,233	67,842	70,556	73,378	76,313	79,366	82,540	85,841	89,275	91,953	94,711	97,552	100,479	103,493	106,597	109,795	113,089	116,482
A12	67,428	70,125	72,930	75,847	78,881	82,037	85,318	88,731	92,279	95,971	98,849	101,815	104,869	108,015	111,256	114,594	118,031	121,572	125,219