

**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, 2024 - June 30, 2026**

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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 AFSCME Maryland Council 3, 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
- 1020 - Fire Administrative Support Analyst
- 1028 - Permits Associate
- 1021 - Emergency Management Grant Coordinator
- 1205 - Police Administrative Clerk
- 1306 - Accounting Associate I
- 1307 - Accounting Associate II
- 1308 - Accounting Associate III
- 1508 - Police Community Services Specialist
- 1607 - Transportation Coordinator
- 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
- 4016 - Police Property Coordinator
- 4019 - Police Identification Specialist
- 4036 - Crime Scene Investigator
- 5212 - Fire Safety Inspector

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 3 .

## **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 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 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

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 members of the Executive Board 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, Police 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

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

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 consisting of all individuals in titles covered by the bargaining unit 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 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 his/her qualifications for the new position. If the employee proves to be unsuited to the new position, they 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 Rules and Regulations of the Personnel System.

#### **Transfers:**

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. Longevity steps may apply in the consideration of the appropriate step in the new grade.

## **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 <sup>rd</sup> 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 <sup>st</sup> Monday in September	Labor Day
November 11	Veteran's Day
4 <sup>th</sup> 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.

Provided, however, that the Mayor in his/her discretion, may declare that Martin Luther King, Jr.'s Birthday will be celebrated uniformly by all City employees on the same date designated by the Federal Government.

Police Communications Operators will receive holiday pay on the basis of a holiday equals 10 hours.



- 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)

For Police Communications Operators will accrue annual leave on the basis of a day equal 10 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 (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 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 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 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 their annual leave, shall be paid for any unused annual leave they has accumulated at the time of separation as provided by the City Code.

- 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 their 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.

- D. Police Communications Operators 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 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 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 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 13.8 -- 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 their regular hourly rate of pay plus one hour of comp time for every hour of their regularly scheduled straight time hours actually worked during the official closure date. The employee shall not be paid an overtime premium for hours worked during such closure unless they 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

## Section 15.2 - Retiree Health Insurance Plan

- (1) 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.
- (2) 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.
- (3) Except for those employees covered by Paragraph 4 below, the City 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.
- (4) 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 30 years of service with the City prior to their 55<sup>th</sup> 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 City will pay 70% of the premium cost for the retiree and their dependents
- (5) 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.
- (6) 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.
- (7) The retiree must have participated in the City health insurance plan immediately prior to retirement.
- (8) 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.
- (9) 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 as of the date of the retiree's death.

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.

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. Effective the beginning of the first full pay period after July 1, 2024 for Fiscal Year 2025 the Wage Scale shall be adjusted to the Wage Scale set forth in Attachment B. The Wage Scale is adjusted as follows:
1. Step 1 of the FY 2024 Wage Scale will be eliminated and the other steps will be renumbered accordingly (2 becomes 1; 3 becomes 2, etc.).
  2. There will be a 4% difference between each step at steps 1 through 10, and a 3% difference between each step at steps 11-19.
  3. Employees will be placed on the new FY 25 Wage Scale at the closest step on the FY 25 Wage Scale where their respective salary is equal to or higher than their current salary as of June 30, 2024 (on the FY 24 Wage Scale).
  4. If an Employee's resulting FY 25 salary is not at least 2.5% more than their salary as of June 30, 2024, the Employee will receive a one-time lump sum bonus that is not added to the Employee's base compensation. The one-time lump sum bonus shall be equal to the difference between the value of a 2.5% increase (as described in this paragraph) and the value of the Employee's FY 25 salary when placed on the new Wage Scale as set forth in Section 25.a.1.-3.

**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 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



- (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, 2024 to June 30, 2026. Thereafter, it shall be self-renewing for one-year periods, unless written notice of intention to modify the Agreement is given by either party (City or Union) to the other not later than January 15<sup>th</sup> of the calendar year in which the Agreement expires.

**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, 2024, issues set forth herein were settled through June 30, 2026. It is the expressed intention of the parties hereto that, this Agreement shall extinguish the fiscal years 2023 through 2024 Agreement and that the rights and duties set forth therein with regard to fiscal years 2023 through 2024 shall be substituted, by the rights and duties set forth in this Agreement.