AGREEMENT BETWEEN

THE CITY OF ANNAPOLIS

AND

ANNAPOLIS TRADES, MAINTENANCE & LABOR FORCE EMPLOYEES

LOCAL 3406
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 Trades, Maintenance and Labor Force Employees, Local No. 3406, 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 condition of employment for all of its employees.

The terms "*employee*" and "*employees*" shall mean all permanent employees occupying the following classifications - position titles - pay grades

1606 - Bus Driver I - Grade 5
1605 - Bus Driver II - Grade 7
1611 - Fleet Maintenance Technician I - Grade 10
1610 – Fleet Maintenance Specialist – Grade 11
1612 - Fleet Maintenance Technician II - Grade 11
1617 – Fleet Parts Specialist – Grade 9
6011 - Parks Maintenance Worker I - Grade 5
6311 – Parks Maintenance Crew Leader – Grade 7
7001 - Public Works Maintenance Worker I - Grade 4
7002 - Public Works Maintenance Worker II - Grade 5
7003 - Parks Maintenance Worker II - Grade 6
7004 - Mason I- Grade 7
7005 - Mason II- Grade 8
7014 - Traffic Technician I – Grade 6
7015 - Traffic Technician II – Grade 8
7016 - Traffic Technician III - Grade 8
7101 - Public Works Service Worker- Grade 4
7301 - Equipment Operator I- Grade 6
7302 - Equipment Operator II - Grade 7
7303 - Equipment Operator III- Grade 8
7406 - Instrumentation Technician -Grade 10
7407 - Meter Technician I - Grade 6

7408 - Meter Technician II - Grade 7
7409 - Utility Mechanic II - Grade 9
7410 - Water Plant Mechanic – Grade 9
7411 - Underground Utility Locator – Grade 7
7412 - Water Plant Technician I – Grade 7
7413 - Water Plant Technician II - Grade 9
7414 - Water Plant Technician III - Grade 11
7415 - Utility Mechanic III - Grade 10
7417 – Water Plant Operator IV – Grade 11
7418 - Senior Instrumentation Technician – Grade 11
7600 – Facilities Maintenance Engineer II – Grade 12
7601 – Facilities Maintenance Engineer I – Grade 11
7602 – Facilities Maintenance Technician – Grade 7

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

ARTICLE II
Union Security

Section 2.1 -- Union Security

All present employees who are members of the Union covered by recognition Agreement shall be considered a member of the Union in good standing. Employees who do not join the union or withdraw membership shall do so by written notice to the Union via certified mail postmarked in the 14 day period prior to the employee's anniversary date, to be completed for submission to the City within 14 days of receipt. The mailing address is:

President
AFSCME Council 3/Local 3162
1410 Bush Street, Suite A
Baltimore, MD 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 become members of the Union or elect to pay a service fee and who properly execute payroll deduction authorization cards, the employer agrees to withhold from their pay check each pay 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 AFSCME 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 30 days prior to any change in such dues. Membership lists and bargaining unit list shall be remitted monthly in excel format, to an email authorized by the Comptroller of AFSCME Council 3.

The Union shall indemnify and hold the City harmless of any and all claims, grievances, actions, suits, or other form 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 of the provisions 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 and Arbitration

Section 4.1 -- Definition

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 or they will not be considered. The Union shall not represent any employee on any grievance which was initiated prior to execution of this Agreement. 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.

Section 4.2 -- Procedure

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. Grievance 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 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 Local Union, and the Grievant may file a written appeal, with the Department Director, within fifteen (15) working days after the immediate supervisor's response is received by the Grievant. The notice of appeal shall set forth the grounds for the grievance and a brief statement of the factual situation creating the alleged grievance. The parties shall discuss the grievance at Step 2 within fifteen (15) days after the Director receives the written appeal. The Department Director shall respond in writing to the Grievant, and the Union Representative who signs the form, within fifteen (15) working days after the Step 2 discussion.

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

Step 4 **Arbitration:**

(a) If, after Step 3, the grievance is not settled, either party may, within 15 working days after receipt 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 14 days, the parties shall jointly sign and process the necessary paperwork to secure a list of seven potential arbitrators from the Federal Mediation and Conciliation Service. Within 10 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 cost of the arbitration shall be borne equally by the Employer and the Union.

(b) In a discharge case, the time period acceptable for a hearing shall not exceed 45 calendar days from the date on which the parties select an arbitrator. To expedite the discharge case, the parties shall be available for a hearing after normal working hours and on weekends; the City's offices and the Union's offices shall be deemed suitable for the hearing; post hearing written legal briefs shall be submitted no later than 10 days after the close of the hearing; and the arbitrator shall be asked to render an award no later than 30 days after the submission of written legal briefs.

(c) The arbitrator shall have jurisdiction over any grievance properly processed in accordance with the steps, time limits, and conditions set forth in the Grievance Procedure of this Agreement. His or her opinion and award shall be confined exclusively to the specific provisions of this Agreement alleged to have been violated. The arbitrator shall not have the authority to add to, subtract from, modify, amend, change or alter any of the provisions of this Agreement, nor shall he or she hear or decide more than one grievance per hearing without the express mutual consent of the parties in writing. The decision of the arbitrator shall be final and binding on the parties, their agents and the employees in the bargaining unit.

Section 4.3 -- Time Limits

Should the Employer not respond within the prescribed time, the grievance shall automatically proceed to the next step, but in no event shall the discipline be imposed without a hearing due to Employer's failure to respond. 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.

Section 4.5 – Health and Safety Issues

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

ARTICLE V
Union Stewards and 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 this Agreement.

Section 5.2 -- List of Union Stewards and Alternates

A. The City will recognize one Union Steward and one alternate in the following areas only: Public Works Services, Utilities, Recreation & Parks, Transportation, and Water Plant. 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 Union Steward and one alternate in each area.

B. The City shall not be obligated to grant time off or any other right or privilege afforded to Union stewards under this Agreement to any person whose name is not included by the Union on the written list of stewards provided to the City by the Union.

C. Local 3406 shall be granted a total of 15 days of administrative union leave with pay per contract year to be allocated among the stewards in the bargaining unit. The purpose of such leave is to attend training, conferences, conventions, or seminars. Such days are non-cumulative and any balance on June 30 of each contract year shall be forfeited. The Union President must make a written request for use of such leave to the City's Director of Human Resources at least 14 days prior to the request date. Such request shall include the name of the Steward, the dates the leave shall be used, and the reason for the requested leave. No more than two employees may be absent for such leave at any one time. Use of administrative union leave shall not be unreasonably denied.

Section 5.3 -- Time-Off

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

The Union President or their designee shall be granted 1 day of paid administrative leave per year to attend union conventions or seminars.

Section 5.4 -- 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 nor materially interfere with normal City functions. Said representatives shall notify the office of the appropriate Department Head prior to each visit.

Section 5.5 -- Work Rules and 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 shall give a complete set of work rules to the Union President and Stewards and shall post new work rules at central locations.

Section 5.6 -- Management Rights

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

Section 5.7 -- No Strikes or Lockouts

The Union agrees that during the term of this Agreement, it will not authorize or condone any strikes or work stoppage. The employer agrees that there will be no lockouts.

Section 5.8 -- 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, starting or analyzing a new method, procedure or operations.
(c) Assisting an employee with a problem or determining a process or method to resolve a problem.
(d) In an emergency.

ARTICLE VI
General Provisions

Section 6.1 -- No Discrimination and Coercion

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, religion, color, age, sex, marital status, national origin, physical or mental disabilities, veteran status, sexual orientation, gender identity, genetic information, political or religious affiliation, any other status protected by federal, state or local law or any other factors shown to have a disparate effect. The Union shall share equally with the employer the responsibility for applying this provision of the Agreement

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

The employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the employer or any employer representative against any employee because of union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

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

Section 6.2 -- Union Bulletin Boards

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

The Union shall limit its posting of notices and bulletins to such bulletins 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 President shall be allowed to:

- Post Union Notices;
- Distribute Union literature;
- Attend negotiating meetings;
- 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.

ARTICLE VII
Seniority

Section 7.1 -- Definition

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

Section 7.2 -- Probation Period

The "probation status" period (as defined by City Code, Sections 3.04.010.K and 3.16.070, 1996 Edition) for new and promoted employees shall be One Hundred Eighty (180) days. Employees may not file grievances before the end of the probation period.

Section 7.3 -- 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 7.4 -- 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, 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 the applicant with the longest continuous service, provided they is the best qualified to perform the work in the determination of the Director. After the 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 during the trial period, they will be returned to their former job and former rate. 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.

Seniority:

Full consideration and weight will be given to the applicant's seniority, provided that the applicant is qualified through competitive testing and evaluation of previous Departmental work record to fulfill the positions. The Union shall have input into the development of any such testing and applicable standards of qualification.

Transfers:

Employees desiring to transfer to other jobs shall submit an application in writing to the Human Resources Department. The application shall state the reason for the requested transfer. Employees shall be reassigned to equivalent or lower-paying positions at their request providing they are the more qualified employee and an opening is available.

Reduction in Work Force:

When an employee is laid off due to a reduction in the work force, the City shall be permitted to place that employee in another position for which they is suited by higher training and experience and to lay-off in lieu of that employee, the employee holding the second position provided that a quorum *(three members)* of a committee consisting of two union representatives, two departmental management representatives and the Human Resources Manager shall first review and determine that the personnel record of the employee holding the second position is inferior to that of the first employee. The review

of personnel records referred to in the preceding sentence shall occur only if both the affected employees consent in writing to the review. If the employee holding the second position refuses to give such written consent within ten days after a written request to do so, the department director may, in his sole discretion, make the proposed lay-off without the involvement of the referenced committee. If the Employer shall decide to abolish or merge any existing department, then the Employer will notify the union at least within sixty days in advance. During this period there will be negotiations to decide the destiny of the employees affected.

Incapacitated:

The employer will make every effort to find a suitable job for an employee incapacitated, temporarily or permanently, due to a 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 in the form of a temporary promotion.

Employees who are required to work above their classification for at least one regular workday will be compensated at 5% above the employee's current rate of pay, provided that employees will not be paid at a higher rate when working above their classification if the work is done for training proposes 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 job classification to a lower paying position in the same job classification or in another job classification. There are two types of demotion.

Involuntary Demotion is a demotion based on an administrative action, not initiated by the employee. Demotions shall be made only for disciplinary reasons, 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 they/they will take - 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 a demotion initiated by the employee generally through the application and selection for a lower level position. Employees are placed in the lower grade at a lower pay rate

not to exceed the maximum pay rate for the position. Longevity steps may apply in the consideration for the appropriate step in the new grade.

Layoff:

In the event it becomes necessary to lay off 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 director shall have discretion to retain an employee with superior qualifications as determined by the director, in order to layoff a more senior employee with inferior qualifications.

Recall:

Employees shall be recalled from layoff according to their seniority within the relevant classifications in their department provided, that the director shall have discretion to pass over recalling an employee with inferior qualifications as determined by the director, in order to recall less senior employee with superior qualifications.

No new employees shall be hired until all employees on layoff status desiring to return to work and who are capable of performing the work, have been recalled. Failure to return from layoff within seven (7) work days after recall has been made by certified letter to the employee's last known address will be deemed a voluntary quit.

ARTICLE VIII
Holidays

Section 8.1 -- Holidays Recognized and 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
3rd Monday in February	President's Day
March 25	Maryland Day
Varies	Good Friday
Last Monday of May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
1st Monday in September	Labor Day
November 11	Veteran's Day
4th Thursday in November	Thanksgiving
December 25	Christmas Day

Provided, however, that the Mayor in their 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.

Whenever any of the above listed holidays shall fall on Saturday the preceding Friday 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.

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

Section 8.2 -- Eligibility

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

Section 8.3 -- Holiday Work

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

- One and one-fourth (1¼) working days per month for all employees having less than three (3) years of service; (15 days)
- One and one-half (1½) working days per month for all employees having at least three (3) years of service; (18 days)
- One and three-fourths (1¾) working days per month for all employees having at least ten (10) years of service; (21 days)

Accumulated leave may be used as the employee chooses for personal business provided no less than twenty-four (24) hours notice is given to the supervisor. Such leave shall be no less than one-half (½) day; however, lesser amounts may be used at the end of the scheduled work day. Supervisors shall give considerations for lesser amounts should emergencies occur.

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 performs emergency work 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 have accumulated at the time of separation as provided by the City Code.

Section 9.6 -- Reservation Costs

If an employee, whose annual leave request has been approved, reschedules a vacation at the request of the City, any non-refundable reservation costs incurred by the employee through rescheduling their annual leave 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 he holds, substantiated by a copy of the confirmed reservation at the time they requested to cancel or reschedule his approved annual leave. There shall be no obligation by the City to reimburse reservations not disclosed by the employee at the time he is requested to cancel his leave.

Section 9.7 -- Accumulation

Annual leave may accumulate to a maximum of thirty 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 -- Allowance

Any employee contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay. Employees shall earn one and one-fourth (1¼) days per month for each month of service.

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

Section 10.2 -- Accumulation

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

Section 10.3 -- Disability Benefit - Non-Occupational

A. Employer Paid Short Term Disability amount of coverage will increase to 60% of salary up to a maximum coverage of $700 per week for a 26-week period. Employee must exhaust sick leave first.

B. Employer will provide for employees to buy up for long term disability coverage (beyond 26 weeks).

Section 10.4 -- Excessive Usage

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, then the Employee may be referred for a medical evaluation and the Employee will 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. 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. 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. In the event the employee's absences may be the result of a chronic medical condition, the employee may be referred for medical evaluation. If during the course of that evaluation the examining health care provider determines that the employee has provided false reasons for using sick leave (i.e., malingering or lying about the need for leave), the employee may be subject to disciplinary action including, but not limited to, a suspension of his or her right to accumulate additional sick leave.

E. 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. Whenever possible, employees should 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.

F. 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.

G. In all circumstances, absences of more than three (3) consecutive work days require a doctor's certificate.

Section 10.5 -- Leave Sell Back

If an employee has a leave balance of 16 or more annual days and 16 or more sick days on

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

ARTICLE XI
Other Leave

Section 11.1 -- Personal Leave

Each employee covered by this Agreement shall be granted three (3) personal leave days. Such days will be granted unless it disrupts the department's operations. Personal Leave days are non-cumulative unless the employer failed to grant a request for personal leave due to scheduling difficulties.

Section 11.2 – Bereavement Leave

A. Upon approval by the department, an eligible full-time employee shall be granted time off with pay at his straight time rate, not to exceed three (3) workdays upon the death of an immediate family member.

B. The employee's immediate family shall be defined as the employee's spouse, father, step-father, mother, step-mother, legal guardian, son, step-son, daughter, step-daughter, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, grandparent, grandchildren, father-in-law, and mother-in-law.

C. Funeral leave shall not be charged to annual or sick leave.

ARTICLE XII
Leave of Absence

Section 12.1 -- Application

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

Section 12.2 -- Extension

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

Section 12.3 – Family and Medical Leave

The Employer agrees that Family and Medical Leave will be provided for qualifying reasons including maternity leave in conformance with the 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 consideration shall remain the date of hire the 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

The following shall apply to non-continuous operations. A continuous operation is one that operates twenty-four (24) hours a day.

(a) All work performed in excess of eight (8) hours in any work day, or in addition to regularly assigned tasks shall be at time and one half.
(b) All work performed in excess of forty (40) hours in any work week shall be at time and one half.
(c) All work performed before or after any scheduled work shift shall be at time and one half.
(d) All work performed on the sixth (6^{th}) day in one week shall be at time and one half
(e) All work performed on the 7^{th} consecutive day in one week shall be at double time.
(f) All work performed after an employee has worked in excess of 56 hours in one workweek shall be paid at double time.
(g) Notwithstanding Paragraph (a) above, all employees of the Department of Parking and Transportation shall receive overtime pay only for work performed in excess of forty (40) hours in any work week.
(h) There shall be no pyramiding of overtime pay.

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 13.2 -- Sixteen Hour Shift Limitation

No employees shall be permitted to work more than sixteen (16) consecutive hours in any one calendar day.

Section 13.3 -- Distribution

Overtime work shall be distributed equally to employees working within the same job classification in the department. 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 his credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his credit shall be offered the assignment. The procedure shall be followed until the required employees have been selected for the overtime work. A record of the overtime hours worked by each employee shall be posted on the department bulletin board monthly.

Section 13.4 -- Work at Employee's Option

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

Employees in task emergency assignments may be requested to work overtime upon the completion of a particular route at the rate of one and one-half (1½) times their regular hourly rate. If an insufficient number of employees volunteer to work, then management will assign the jobs as in an emergency.

Section 13.5 -- Defining Certain Tasks Within the Meaning of "Route"

Union and Management recognize that it is in both their interests to maintain and use equipment that is safe and clean. Therefore:

1. Refuse crews shall return to the garage on a daily basis in order to clean the trucks after having completed their normal route. This is in addition to the major vehicle cleaning scheduled on Wednesday.

2. Refuse operators will report any mechanical failure to the vehicle maintenance staff, at the completion of their normal route each day, in order to ensure that proper maintenance and corrective measures can be taken.

3. The Union will work with management in establishing suitable refuse truck clean-up facilities.

Section 13.6 -- 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 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 -- Work Schedules and Assignments

The work assignment and work schedules (SHIFT, WORK DAYS, AND HOURS) in effect on the execution date of this Agreement will remain in effect for the duration of this Agreement unless changed by the Employer in its discretion in order to achieve efficient operations. The Employer will notify the Union and discuss any such changes with it before making them.

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

Section 14.2 -- Department of Parking & Transportation Work Schedules

Bus Drivers in the Department of Transportation shall have the right to bid on the posted scheduled shifts and routes in the month of June or when routes are completely reorganized by the Department, at least once during each rolling 12 month period. Management shall have sole discretion in establishing the scheduled shifts and routes upon which the bus drivers will bid. Seniority shall be the determining factor in the placement of the bus driver in his desired shift and route subject to the rules below:

1. Management reserves the right to assign any individual to a particular route or shift if judged in the best interest of the public or if necessary to meet the scheduling commitments. Drivers not submitting bids will be scheduled at management's discretion.

2. Full-time drivers will be guaranteed a forty hour week. No driver will be assigned more than forty regular hours a week.

3. If Saturday scheduling obligations cannot be met based on the bids submitted, management will assign Saturday a.m. shift work to drivers with greatest seniority first

4. If the event of a bid conflict between two or more drivers, scheduling will be awarded in the following manner:

(a) Full-time drivers with greatest seniority will receive consideration first.
(b) Full-time drivers will receive consideration over part-time drivers.
(d) In the event that a conflict arises in which the drivers have equal status and seniority, management will decide which employee will receive the bid.
(e) A driver may bid on as many shifts and/or routes as he or she desires, listing the shifts and/or routes in order of preference. The Department will then assign shifts and/or routes to drives based upon their seniority.

Section 14.3 - After Hours Standby

The City shall provide after hours standby as follows:

A. One qualified employee from each of Sewer Collection and Water Distribution will be assigned to standby duty on a rotating basis for each weekend or holiday. Employees on this standby status shall be paid one and one-half (1½) times their regular rate of pay for eight (8) hours for each assigned weekend. The definition of "weekend" shall be from 12: 00 a.m. Saturday to 11:59 p.m. Sunday. Employees who are on standby must be available and respond if called within one (1) hour. City cellphones will be provided. If the employees are called to report for duty, they shall be paid, in addition, for all time worked (with a minimum of three (3) hours) at one and one-half (1½) times their regular rate of pay.
B. Employees other than those identified in subsection A of this section, who are placed on standby as authorized by the Department Director, shall be compensated at three (3) hours of their regular rate of pay for each day they are required to be on standby. If called to work they shall be paid in accordance with Section 22.1 Call Time of this agreement.

ARTICLE XV
Health and Welfare Benefits

Section 15.1 -- Health & Welfare Benefits

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

A. Cost-sharing percentage for medical, prescription, dental, and vision benefits will be 80% for the City and 20% for the employee until July 1, 2020 when the cost-sharing percentage for medical, prescription, dental, and vision benefits will be 75% for the City and 25% for the employee.

B. The City and Unions shall meet annually to review and discuss changes required by law to the health plans. In the event of a health premium increase in excess of 10%, a re-opener will occur.

C. The City and Union shall meet annually to review and discuss changes required by law to the health plans.

D. In any fiscal year that the Net Position in the Health Insurance Fund is anticipated to exceed 10% of estimated expenses, the City will provide a premium holiday to the employee in proportion to the employee/employer cost share percentages in effect at the time of the premium holiday.

Section 15.2 - Retiree Health Insurance Plan

1. The benefits will be the City's 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 EPO or Plus coverage, but must pay 100% of the difference between the premium for Core coverage and the premium for the 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 55th birthday or receive 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 age 65 group plan. The retiree will not be able to enroll dependents or surviving spouse in the 65 and older group coverage unless the medicare eligible criteria is also met.

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.

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.

(b) Upon the death of an active employee who was eligible to retire but before retiring, if the spouse is eligible to receive an immediate annuity from the pension plan and the employee was covered by the health plan as of the date of the retiree's death.

(c) Coverage for a surviving spouse will terminate upon remarriage of the spouse.

Section 15.3 Voluntary Employee Beneficiary Association (VEBA)

A. Effective February 28, 2014, employees shall have a one time option of electing to participate in a Voluntary Employee Benefits Association (VEBA) or remain in OPEB as described in the existing collective bargaining agreements with AFSCME. Contributions to the OPEB trust will be consistent with the provisions of Section 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 and Health

Section 16.1-- Safety and Health

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

B. Employees shall be subject to testing for alcohol and substance abuse consistent with federal, state and local laws including, the case of the Department of Transportation, all applicable federal, Department of Transportation statutes, rules 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.

D. The Employer and the Union agree that the terms of the April 15, 2008 side letter concerning a substance abuse rehabilitation program and Last Chance Agreement attached as Exhibit A are incorporated by reference into this Agreement.

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

ARTICLE XVII
Working Conditions

Section 17.1 -- Uniforms & Protective Clothing

Employees' uniforms, protective clothing, appropriate work or safety shoes, or an appropriate protective device that is necessary for the safety of the employee shall be furnished when needed without cost to the employee by the employer as appropriate for the work assignment. The employer agrees to furnish and maintain rain gear and gloves to all employees who are regularly working outdoors when necessary.

The cost of maintaining, the uniform or protective clothing in proper working condition shall be paid by the Employer. Provided, however, that in place of the previous provision, the Department of Transportation shall pay bus drivers $3.00 per week to cover the cost of maintaining their uniforms, and they will take responsibility for having them cleaned. This amount will be paid quarterly.

Section 17.2 -- Use of Protective Safety Clothing and Equipment

The Union and City recognize that protective clothing and equipment provided to the employee to protect him from hazards related to various jobs to be performed, is expensive to both purchase and maintain in proper condition to afford maximum protection to the employee.

In order to ensure that such safety/protective equipment and clothing is available at all times when needed, such equipment issued to employees for their use, including work/safety shoes, shall not be worn or taken home at the end of the workday under any circumstances.

It shall be the responsibility of the employee to report to his supervisor immediately any missing equipment, or safety equipment that is damaged to the point where it no longer provides

adequate protection to the employee. Such items shall be replaced by the City in an expeditious manner.

Safety/Protective equipment and clothing, including work shoes or safety shoes/boots, must be worn by the employee in the performance of his/her/their duties. Safety shoes for Bus Drivers will be defined as black shoes with non-slip soles. Safety shoes will be replaced at the employer's expense under the following conditions:

(a) One new pair of safety shoes/boots per fiscal year, if needed; or

(b) When the employee's safety shoes/boots are worn and/or damaged to the point where they do not provide adequate protection and the employee presents them to his supervisor for inspection. If the supervisor agrees, new safety shoes/boots will be ordered. The employee must turn in old shoes/boots upon receipt of new.

(c) Bus Drivers will be reimbursed for up to $100 with purchase receipt presented in accordance with the above conditions.

The Employer agrees to maintain safe and sanitary locker room and lavatories.

The Employer agrees to provide rain gear and boots to Department of Transportation mechanics.

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.

B. For Fiscal Years 2025 and 2026, employees will receive a one-step increase on their anniversary dates.

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. A bonus of $1500 payable in a lump sum on the pay date for the pay period that begins after July 1, 2024 for Fiscal Year 2025.

E. Employees who attain 25 years of continuous service with the City shall be paid a one thousand dollar ($1,000) bonus on their 25th anniversary. This bonus shall be paid only on the employee's 25th anniversary and shall not be part of the employee's rate of pay.

Section 18.2 - Shift Differential

Employees who work in a continuous operation shall be paid a shift differential for any work performed during the second or third shift. The second shift shall commence immediately following the first shift. Likewise, the third shift shall immediately follow the second shift. Water plant operators shall work 12-hour shifts consistent with the departmental policy in effect from time to time.

The shift differential shall be as follows:

Second shift - 3%
Third Shift - 5%

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 – Tool Purchase Reimbursement

The City shall provide a tool purchase reimbursement, not to exceed $500 annually, to employees who are required to provide their own tools for use on the job. In order to receive reimbursement, the purchase must be preapproved by the employee's supervisor, and the request for reimbursement must be accompanied by a receipt from the place of purchase for the tool. Any tool purchased shall be the property of the employee; however, should an employee leave the employment of the City within six months of receiving reimbursement, the employee shall repay such reimbursement to the City by authorizing a deduction for the amount of the tool from his or her final paycheck.

ARTICLE XIX
Meal Periods

Section 19.1 -- Meal Periods

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

The employer shall furnish a meal to any employee who is required to work in excess of ten (10) consecutive hours in a work day except Water Plant Operators and each employee required to work in excess of four (4) consecutive hours on call-back. The employee shall be furnished additional meals every four (4) hours thereafter while he continues to work.

In the event the employer is unable to furnish meals, the employee shall be granted time to eat, not to exceed forty (40) minutes on the clock. Employer shall compensate the employee $3.50 for the cost of the meal.

ARTICLE XX
Rest Periods

Section 20.1 -- Rest Periods

Bus drivers shall be entitled to one to three rest periods during each one half shift not to exceed a total of fifteen minutes cumulatively, after coordinating and receiving permission for each break from the department. All other employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. All rest periods 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 if 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 three (3) hours pay, at one and one-half (1/2) 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 three hours call-back period. The employee must leave a phone number where they can be reached in case of a subsequent call-back. If the employee is not available at the phone number provided, for any reason, they shall forfeit pay for the balance of the call-back period remaining after the phone call.

ARTICLE XXIII
Discipline, Discharge and Grievance Finding

Section 23.1 -- Discipline

Disciplinary action shall depend upon the severity of the infraction or offense.

Disciplinary action may be imposed upon an employee for any reason provided in the City Code or the personnel rules and regulations. Any disciplinary action or measure imposed upon an employee, who has successfully completed 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 before other employees or the public.

Notice of an 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 -- Grievance Finding

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

disciplinary matters.

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 is deemed necessary by either party.

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.

ARTICLE XXIV
Layoffs due to Subcontracting of Public Work

Section 24.1 -- Layoffs Due to Subcontracting of Public Work

If an employee is terminated or laid off from his employment with the employer as a result of the decision of the employer to contract-out or subcontract any public work which is currently performed by City workers, the employer shall first use its best efforts to retain those employees in other City operations.

ARTICLE XXV
Training Program

Section 25.1 -- Training Program

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

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

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

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

The employer shall notify the Union and the employees of their status regarding requesting training in a timely fashion prior to the beginning of such training.

ARTICLE XXVI
Saving Clause

Section 26.1 -- Saving 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
Duration of Agreement

Section 27.1 -- Duration of Agreement

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

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.

ARTICLE XXIX
Official Copy of this Agreement

Section 29.1 - Official Copies of Agreement

The parties agree that only those copies of this Agreement bearing the City Clerk's certification on each page shall be considered official copies hereof. There are a total of 34 pages to this Agreement including the signature pages.

IN WITNESS, WHEREOF, the Mayor and City of Annapolis, the Employer, and AFSCME Maryland Council 3, AFSCME, AFL-CIO and Local 3406, the Union, caused the Agreement to be executed in the respective names and attested by their duly authorized officers, this ____ day of June, 2024 .

The City of Annapolis

Attest

Regina Watkins- Eldridge, City Clerk

Mayor Gavin Buckley

Tricia Hopkins, Human Resources Manager
Witness

The Union

AFSCME Maryland Council 3 AFSCME, AFL-CIO Local 3406

Raphael DeJesus
President, AFSCME Local 3406

Morial Hayes
Representative, AFSCME Council 3