

COLLEGE PARK, MARYLAND LOCAL 1209

July 1, 2022 through June 30, 2025

ARTICLE I - UNION RECOGNITION

SECTION 1

The Employer, excluding probationary employees, recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement, which shall include employees in the following job classifications, e.g., maintenance worker, maintenance worker/driver, motor equipment operator, mechanic, , dispatcher, inventory supply clerk and groundskeeper in the Public Works Department for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment. This Agreement shall not apply to probationary, temporary and seasonal employees. The word "employees" when used in this Agreement refers to employees covered by this Agreement.

SECTION 2

The Employer agrees to furnish the Union President with the classifications; rates of pay and job descriptions and changes to job descriptions of all employees covered by this Agreement.

ARTICLE II - CHECK-OFF DEDUCTION OF UNION DUES

For those employees who become members of the Union and who properly execute payroll deduction authorization cards, the Employer agrees to withhold each pay period the regular Union dues in the amount certified to the Employer by the Union. The Union agrees to furnish newly executed and signed cards authorizing the deduction of Union dues for each employee desiring such a deduction. The Employer shall be harmless from any liability by reason thereof for dues so deducted. Such withholdings for Union dues are to be transmitted to the American Federation of State, County and Municipal Employees, AFL-CIO, Council 67, no later than the 15th day of the succeeding month, The Union will notify the Employer at least 30 days prior to any change in such dues.

The City will provide payroll deduction for voluntary contributions to AFSCME P.E.O.P.L.E.

ARTICLE III - GENERAL PROVISIONS

SECTION 1 - PLEDGE AGAINST DISCRIMINATION AND COERCION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital or veteran status, non-disqualifying physical or mental handicap, race, color, creed, national origin, political opinion, sexual orientation, gender identity, genetic information, labor organization affiliation, or any other legally protected status. 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 wherever 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, retaliation, reprisal 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. The Union agrees not to interfere with the rights of employees not to become members. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion. When an employee has filed an EEO complaint and is officially required to appear before a court, public body, public agency or commission on matters relating to this Article, said employee shall be granted administrative leave for the duration of his or her appearance before such body.

SECTION 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 for Union business only.

SECTION 3 - UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, designated steward(s), with supervisory knowledge, shall be allowed to: post Union notices; distribute Union literature; solicit Union membership during other employees' non-working time; attend negotiating meetings; transmit communication, authorized by the local Union or its officers, to the Employer or his representative; consult with the Employer, his representative, local Union officers, or the Union representatives concerning the enforcement of any provisions of the Agreement. Union Stewards and the Union President shall be granted reasonable time off during working hours to investigate and settle grievances, upon advance notice to their immediate supervisor, without loss of pay. 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. Attendance at Union meetings during regular working hours shall be only by dues-paying members in good standing. Meetings shall not exceed one hour in duration and shall require at least 24 hours' notice to management and management approval.

SECTION 4 - VISITS BY UNION REPRESENTATIVES

Upon the Employer's approval and within designated time limits, accredited representatives of the American Federation of State, County and Municipal Employees, whether local Union representatives, District Council representatives, or international representatives, shall have access to the premises of the Employer during working hours to conduct Union business as long as such visits will not interfere with City operations.

SECTION 5 - WORK RULES

The Employer shall have the right to establish reasonable rules. Such rules shall be subject to the grievance procedure. The Employer agrees to furnish and post work rules ten (10) calendar days before becoming effective. The Employer agrees to notify the Union of changes to work rules and to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) calendar days after they become effective. New employees shall be provided with a copy of

the rules at the time of hire. Employees will acknowledge receipt by signature. Employees shall comply with all work rules. Work rules shall not be in conflict with the terms of this Agreement. Such rules shall be equitably applied and equitably enforced.

SECTION 6 - MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Employer, or in any way abridging or reducing such authority. This Agreement shall be construed as requiring the Employer to follow its provisions in the exercise of the authority conferred upon the Employer by law. This Agreement shall not impair the right and responsibility of the Employer to:

1. Determine the overall budget and mission of the Employer;
2. Maintain and improve the efficiency and effectiveness of operations;
3. Determine the services to be rendered and operations to be performed;
4. Determine the overall organizational structure, methods, processes, means, job classifications or personnel by which operations are to be conducted and the location of facilities;
5. Direct or supervise employees;
6. Hire, select, promote and establish the standards governing promotion of employees and to classify positions;
7. Relieve employees from duties because of lack of work or funds or under conditions when the Employer determines continued work would be inefficient or non-productive;
8. Issue and enforce rules, policies, and procedures necessary to carry out these and all other managerial functions which are not inconsistent with Federal, State or local law or terms of this collective bargaining agreement;
9. Take actions to carry out the mission of government in situations of emergency;
10. Transfer, assign and schedule employees;
11. Set standards of productivity and technology.

SECTION 7 - ADMINISTRATIVE LEAVE/UNION ACTIVITIES

The local Union shall be granted three (3) days administrative leave each contract year for use to attend Union training, convention, conferences and other events. The Union may select the individuals who will use the three (3) days total for the unit. The Union shall request administrative leave for such events ten (10) working days in advance of each event.

In addition to the three (3) days, sufficient time off will be allowed by the City for training of Union stewards to achieve trained steward status. This additional time is for steward training only and is not transferable for other use.

ARTICLE IV- UNION STEWARDS AND UNION REPRESENTATION

SECTION 1

The Employer recognizes and shall deal with all of the accredited Union stewards and the Union President in all matters relating to grievances and interpretation of this Agreement.

SECTION 2

A written list of official union stewards and union officers, including their titles and responsibilities shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer promptly of any changes of such Union Stewards and officers.

ARTICLE V -GRIEVANCES AND ARBITRATION

SECTION 1

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 or its settlement shall expand or modify this Agreement. Grievances must be presented within five (5) working days after the date of their occurrence or the date on which the condition causing the disagreement becomes known to the grievant(s) or they will not be considered. 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.

SECTION 2

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

STEP 1. A grievance shall include a statement of relief sought and refer to Article(s) and Section(s) of the contract allegedly violated. The Union Steward, with the complaining employee, shall discuss the grievance with the immediate supervisor within five (5) working days of the incident (or his/her knowledge) of its occurrence. The immediate supervisor shall attempt to adjust the matter and shall respond to the Union Steward in writing within five (5) working days of his/her knowledge of the grievance.

STEP 2. If the grievance has not been satisfactorily resolved, the grievance shall be appealed in writing to the appropriate Assistant Director DPW within five (5) working days after receiving a written decision from Step 1. The Assistant Director DPW shall set up a conference with the Union representative (president, Shop Steward and/or Council Representative) and the grieving employee within five (5) working days of receipt of the written appeal. At the conclusion of the conference, the Assistant Director DPW shall render a written decision within five (5) working days. Unless by mutual written agreement to waive the time limits, failure on the part of the

Assistant Director DPW to answer the grievance or hold a conference shall cause the grievant to prevail.

STEP 3. If the grievance has not been satisfactorily resolved, the grievance shall be appealed in writing to the department head within five (5) working days after receiving a written decision from Step 2. The department head shall set up a conference with the Union representative, President, Shop Steward and/or Council Representative, and the grieving employee within five working (5) days of receipt of the written appeal. At the conclusion of the conference, the department head shall render a written decision within five (5) working days. Unless by mutual written Agreement to waive the time limits, failure on the part of the department head to answer the grievance or hold a conference shall cause the grievant to prevail.

STEP 4. If the grievance has not been satisfactorily resolved at Step 3, the Union representative (President, Shop Steward and/or Council Representative) shall, after receiving a written decision from Step 3, appeal to the City Manager in writing within five (5) working days. The City Manager or assigned representative shall hold a conference with the Union representative and the grievant within five working (5) days of receipt of the written appeal. At the conclusion of the conference, the City Manager or assigned representative shall render a written decision within five (5) working days. Unless by mutual written agreement to waive the time limits, failure on the part of the City Manager or assigned representative to answer and/or hold a conference shall cause the grievant to prevail.

STEP 5. If the grievance is still unresolved, the Union may, within fifteen (15) working days after the written reply of the City Manager or assigned representative by written notice to the City Manager, indicate their intent to request arbitration. The union grievant shall be responsible for initiating contact with an arbitration service or list of arbitrators previously approved by the Union and the City within ten (10) calendar days of notification to the City Manager. The arbitration service must provide a panel of arbitrators to choose from, with professional background information. The arbitrator ultimately selected to hear the grievance must be acceptable to the Union and the City. Fees for the service shall be shared equally by the Union and the City. The decision of the arbitrator shall be binding on all parties as to grievances pertaining to the Agreement, provided the arbitrator cannot consider or decide grievances that would alter or amend the present salary scale or fringe benefit program. The Employer shall require all persons pertinent to the grievance, including those requested by the employee and pertinent to the grievance, to be given time off from duty, without loss of pay, to appear at the hearing.

SECTION 3

Any grievance, at any step of the grievance process, not appealed within the number of days specified shall be considered settled and not subject to further review, unless time limits herein specified are extended by written mutual consent.

SECTION 4

Nothing herein shall be construed to deny the right of individual employees to present matters to the Employer on their own behalf.

ARTICLE VI – DISCIPLINE

SECTION 1 -DISCIPLINE

Discipline of an employee by the Employer shall be for just cause and discipline shall be in accordance with written administrative policies and/or personnel regulations except that no prior discipline or warning need be imposed on any employee before such employee is disciplined if the misconduct is so aggravated, in the opinion of the Employer, as to require immediate discipline or the cause of discipline is dishonesty, drunkenness, recklessness, gross negligence, being under the influence of drugs or intoxicating beverages while on duty, or the violation of the Employer's posted rules.

SECTION 2 -PROCEDURE

The parties agree to follow a progressive disciplinary policy. Progressive discipline shall be defined as: written warning, written reprimand, suspension and discharge. The parties also recognize and agree that initial disciplinary action should be consistent with the severity of the offense.

(A) Written counseling is notice that disciplinary action may follow if a problem is not corrected and shall be given in conjunction with discussion of the problem with the employee

(B) Written reprimand shall be given for appropriate cause, which is the least severe of the progressive disciplinary process. If there is reason to reprimand the employee, it should be done in private.

(C) All suspensions of employees must begin no later than five (5) working days after the event, or when management could reasonably be expected to be aware of an event or situation, or the conclusion of an investigation of an event or situation, or within five (5) working days after notification to the Public Works Director or designee of the decision of the Accident Review Board. All suspension days must be consecutive workdays.

Disciplinary suspensions shall be appealed to the City Manager within three (3) working days by the Union after the employee receives written notice, which shall be given within the five (5) working days of implementation. All other time limits are applicable as provided in Step four (4) of the Grievance Procedure as described in Article V, Section 2. The Employer shall promptly, upon the suspension of an employee, notify in writing the employee and his/her steward or representative of the suspension. The written notice shall contain the specific reasons for suspension. The suspended employee will be allowed to discuss the suspension with his/her steward or representative before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the suspension with the employee and the steward or representative.

(D) Suspension related to discharge. Discharge of an employee by the Employer shall be for just cause. The Employer may suspend the employee pending the outcome of the hearing with the City Manager or designee. If such infraction jeopardizes the safety of the operation, or poses a threat to the safety of employees, creates a potential disruption of the work force, or is a serious

breach of trust, the employee may be immediately suspended without pay pending the adjudication of the appeal.

(E) All discharge appeals shall be appealed to the fourth step as described in Article V, Section 2.

(F) The Employer shall promptly, upon the discharge of an employee notify in writing the employee and his/her steward or representative of the discharge. The written notice shall contain the specific reasons for discharge. The discharged employee will be allowed to discuss the discharge with his/her steward or representative before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the suspension with the employee and the steward or representative.

(G) Accident Review Board (ARB). Employees involved in accidents that result in property damage or personal injury shall have the accident investigated by the Safety Officer or designee who will convene the ARB for investigation of the incident if determined by the Safety Officer or designee to be warranted. The ARB will be convened to hear the case within five (5) working days of the incident. The employee who is involved in the accident shall be allowed union representation if requested. The ARB will render a decision at the conclusion of the fact-finding hearing. The ARB findings will be given to the Director of Public Works or designee on the same day the decision is made by ARB. If the Director or designee is to impose a corrective measure, warning or disciplinary sanction, it shall be done within the time limits set forth below:

1. Schedule remedial training and counseling within 5 working days of the Director or designee's receipt of ARB findings.
2. Written warning within five (5) working days of the Director or designee's receipt of ARB findings.
3. Written reprimand within five (5) working days of the Director or designee's receipt of ARB findings.
4. Disciplinary suspension shall be initiated within five (5) working days of the Director or designee's receipt of ARB findings.
5. Suspension with intent to discharge shall occur within five (5) working days of the Director or designee's receipt of ARB findings.
6. All disciplinary actions may be appealed in accordance with the contract grievance procedures described in Article V, Section 2, Step 3.

ARTICLE VII – SENIORITY

SECTION I -DEFINITION

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

SECTION 2 -PROBATION PERIOD

New, transferred and promoted employees will serve a probationary period of a minimum of twenty-six (26) weeks and a maximum of fifty-two (52) weeks. If the employee's performance is deemed satisfactory by the employer, and the probationary period is successfully completed, the employee shall be awarded the status of that position. At that time the employee who has completed their original probation shall be represented by the Union, if the employee so requests, in matters covered by the basic Agreement. An employee who is on probation due to transfer or promotion may be entitled to be represented by the Union, if the employee so requests.

SECTION 3 -SENIORITY LISTS

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

SECTION 4 -BREAKS IN CONTINUOUS SERVICE

An employee's continuous service record shall be broken by voluntary resignation, dismissal, or retirement. However, for seniority purposes only, if an employee returns to work in any capacity within six (6) months of the above occurrences, the break in continuous service shall be removed from his/her record. There shall be no deduction from continuous service for any time for the period during which the employee is covered by workers compensation, long term disability, family leave, authorized leaves of absence and military leave as provided in Article XI, Section 5.

SECTION 5 -WORK FORCE CHANGES

(A) Reassignment: Reassignment is the movement of an employee to another position without change in grade.

(B) Promotion: The condition when an employee is granted status in a position in higher classification.

(C) Vacancies: 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 new job classifications, a notice of such opening shall be posted on all bulletin boards for a minimum of ten (10) calendar 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 on a City employment application, and it shall be submitted to the Office of Human Resources. The Employer shall fill the opening with the applicant who is best qualified. If two or more of the employee applicants are the best qualified, and are equally qualified, the employee applicant with the most seniority will be awarded the position.

(D) Consolidation or Elimination of Jobs: Employees may be displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), outside contractors,

the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any reason covered by this Agreement. If any employee is transferred as a result of this provision, he/she shall be given training, up to a maximum of three (3) months, in order to acquire any additional skills needed to satisfactorily perform the job to which he/she is transferred.

(E) Transfers: Employees desiring to transfer out of the department to other City jobs shall submit an application in writing to the Office of Human Resources. The application shall state the reason for the requested transfer.

(F) Bumping: In the event that a reduction of the work force is necessary, employees will be laid off in the inverse order of their seniority. (i.e., employee without seniority will be laid off first, then those with the least amount of seniority- and lastly those with the greatest amount of seniority), subject to the skills and abilities of the particular employees to perform the work.

(G) Disability: The Employer will make every reasonable effort to find a suitable job for an employee temporarily or permanently disabled.

(H) Temporary Job Openings: Temporary job openings other than a seasonal position are defined as job vacancies that may develop periodically that do not exceed 30 days. Job openings, other than seasonal, that recur on a regular basis and that remain open more than 30 days at a time shall not be considered temporary job openings.

(I) Temporary Assignments: Temporary assignments to a vacant position shall be considered as training by which an employee may obtain experience that will enhance the chances for future promotions. Temporary assignments shall not exceed ninety (90) days unless: (a) the position is being kept open for an employee on authorized leave, or (b) mutually agreed upon by the Employer and the Union; otherwise, any position which is filled for more than ninety (90) workdays by a temporary transfer or by a temporary reassignment of that position's duties shall be considered open and shall be posted.

(J) Demotions: The term demotion, as used in this provision, means the reassignment not requested by the employee, of an employee from a position in one job classification to a lower paying position in the same job classification or in another job classification. Demotions shall be made only for inability to satisfactorily perform a job or to avoid laying off employees. In any case involving demotion, the employee involved shall have the right to elect which alternative he will take, the demotion or the layoff. No demotion shall be made for disciplinary reasons.

(K) Recall: Employees shall be recalled from layoff according to their seniority within classification. No new employees shall be hired until all employees on layoff status desiring to return to work, and who can perform the work, have been recalled and report to work. Failure to report after recall within ten (10) working days will be considered abandonment of position.

(L) Operating Equipment Out of the Employee's Classification: Employees who operate equipment designated out of their position classification will be compensated for each hour spent

operating this equipment at the rate of pay for the classification relative to such equipment operation. This additional payment will not be made for time spent learning to use the equipment.

ARTICLE VIII - HOLIDAYS

SECTION I - HOLIDAYS RECOGNIZED AND OBSERVED

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

New Year's Day	Labor Day
Martin Luther King's Birthday	National Election Day
Presidents Day	Veterans' Day
Memorial Day	Thanksgiving Day
Juneteenth Independence Day	Day after Thanksgiving
Independence Day	Christmas Day
Presidential Inauguration Day	

SECTION 2- HOLIDAY PAY

Eligible full-time employees shall receive eight (8) hours pay for each of the holidays listed above on which they perform no work. 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 shall fall on Sunday, the succeeding Monday shall be observed as the holiday. Eligible part time employees shall receive a prorated benefit based on scheduled hours in a forty (40) hour workweek. Holiday leave will not be deducted from any other leave earned by an employee.

SECTION 3 - HOLIDAY WORK

If an employee works on any of the above listed holidays, he shall be paid one and one-half times his hourly rate, in addition to his holiday pay, for all hours worked in quarter hour increments.

SECTION 4 - HOLIDAY HOURS FOR OVERTIME PURPOSES

Holidays shall be counted as time worked for the computation of overtime.

SECTION 5 – PERSONAL DAYS

Full-time employees shall be eligible for up to two 8-hour personal days per calendar year which will be added to each employee's accrued leave "bank" during the first pay period beginning in January or upon the successful completion of the probationary period, whichever comes last. Personal days may be taken at the employee's discretion with the advance approval of the supervisor whenever possible. Unused personal days will not be paid upon termination of employment and will not carry over from one calendar year to the next. Employees who are hired after June 1 of any calendar year will not receive any personal days to use during that

calendar year. Part-time employees working at least 20 hours per week are eligible for this benefit based on their budgeted hours.

ARTICLE IX - ANNUAL LEAVE

SECTION 1 - ELIGIBILITY AND ALLOWANCES

Every employee, excluding temporary employees and employees scheduled to work less than twenty hours per week, shall be eligible to request use of accrued annual leave time after the initial probation period is successfully completed. Employees shall start to earn annual leave on a pro rata basis as of their date of hire. Annual leave shall be earned each pay period, based on the following schedule: One (1) working day per month for employees having less than three (3) years of service for a total of twelve (12) days annually; One and one-half (1½) working days per month for employees having at least three (3) years of services for a total of eighteen (18) days annually; Two (2) working days per month for employees having at least fifteen (15) years of service for a total of twenty-four (24) days annually. 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 and it does not interfere with the regular work schedule. Such leave may not be used for self-employment or employment elsewhere. Such leave shall be no less than one-half (½) day; however, lesser amounts may be used at the end of the shift. Supervisors shall give consideration for lesser amounts should emergencies occur.

SECTION 2- ANNUAL LEAVE PAY

The rate of annual leave accrual shall be the employee's regular rate of pay in effect for the employee's regular job. Provisions for the City to provide advance annual leave pay will be contingent upon the employee being on annual leave on the scheduled payday and the employee submitting a written request at least two weeks prior to the commencement of his/her scheduled leave.

SECTION 3- CHOICE OF ANNUAL LEAVE PERIOD

To the extent possible, individual preferences for annual leave usage will be honored. All other factors being equal, seniority shall be the determining factor for approval of a request to use annual leave. Between January 1 and April 30 each year employees may request future annual leave dates. These requests shall be honored on a seniority basis. Requests after May 1 for future annual leave dates shall be considered on a first come-first served basis without regard to seniority. Use of annual leave shall be subject to the approval of the department head or his or her designee. To the extent possible, annual leave not requested between January 1 and April 30 of each year shall be requested at least two weeks in advance of the requested commencement date. The department head, or his or her designee, has the right, but not the obligation, to approve an employee's annual leave request with less than two (2) weeks' notice.

SECTION 4 - WORK DURING SCHEDULED ANNUAL LEAVE

Any employee who is requested by the employer to work and does work during his/her approved annual leave, shall be paid at a rate of time and one-half (1½) of his regular rate, and overtime hours at a rate of two and one-half (2½) times his regular rate of pay, and such time shall not be counted as annual leave. In addition, the employee's vacation shall be rescheduled. The employee shall advise his/her supervisor of any reservations he/she holds and cancellation costs, when requested to cancel or reschedule his/her vacation. Any substantiated cancellation costs incurred by an employee because his or her vacation is rescheduled at the request of the City will be reimbursed in full.

SECTION 5 - ANNUAL LEAVE RIGHTS AT END OF EMPLOYMENT

Any employee who resigns, is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to using all of their accrued annual leave, shall be compensated for the unused annual leave he/she has accumulated on the next scheduled payday after they have returned all City property or reimbursed the Employer for any unreturned City property. Probationary employees will not receive a payout of annual leave if terminated or they leave before the end of their probationary period.

SECTION 6 – ANNUAL LEAVE CARRYOVER and FORFEITURE

Employees may accumulate a maximum of 320 hours of annual leave. Once an employee has accumulated 320 hours, no more annual leave will accrue until some is used.

SECTION 7 – ANNUAL LEAVE SELL BACK OPPORTUNITY

Once per fiscal year, in either September or May, full-time employees may sell back to the City a minimum of eight hours and a maximum of forty (40) hours of accrued vacation leave. For full-time employees, the sell back cannot take the annual leave account balance below 80 hours. Eligibility for a sell back is determined by an employee's account balance at the close of the last full pay period prior to the sell back. Any leave sold back will be deducted from the annual leave account.

ARTICLE X- SICK LEAVE

SECTION 1 – ELIGIBILITY AND ALLOWANCE

Every employee, excluding temporary employees and employees scheduled to work less than twenty (20) hours per week, shall be eligible to take accrued sick leave time after successful completion of the initial probation period if:

- a. The employee has incurred a non-service-connected sickness or disability that renders such employee unable to perform the duties of his or her position, or
- b. An immediate family member has incurred an illness or medical emergency (for these purposes immediate family means spouse, parent, child, or member of the employee's household that needs care from the employee); or
- c. The employee has a medical, dental, or vision appointment that has been scheduled in advance and has been approved by the supervisor.

Employees shall start to accrue sick leave each pay period from the date of hire and shall accumulate sick leave as long as they are in the service of the Employer and are paid at least 50% of their scheduled hours in the pay period. Employees shall accrue the equivalent of one and one quarter (1¼) days per month for each month of service. This is an employee's Tier I Sick Leave account.

SECTION 2- SPECIAL COMPENSATION FOR UNUSED SICK LEAVE

Annually, in November, full-time employees may sell back to the City up to forty (40) hours of accrued sick leave. For full-time employees, the sell back cannot take the combined account balances of an employee's sick leave account below 260 hours. Eligibility for a sell back is determined by an employee's account balance at the close of the last full pay period in October. Any leave sold back will be deducted from the sick leave account.

ARTICLE XI – OTHER PAID LEAVES

SECTION I -ELIGIBILITY REQUIREMENTS

Employees shall be eligible for leaves of absence.

SECTION 2 -APPLICATION FOR LEAVE OF ABSENCE

Any request for a leave of absence shall be in writing from the employee to his immediate supervisor. The request shall include the reason that the leave of absence is being requested and the approximate length of time off the employee desires. Approval will not be granted for self-employment or employment elsewhere. Any request for a leave of absence shall be answered promptly in writing. Requests for immediate leaves (i.e. family sickness or death) shall be answered before the end of the shift on which the request is submitted. A request for short leave of absence, a leave not exceeding one month, shall be answered within five (5) working days. A request for a leave of absence exceeding one month, but not more than six months shall be answered within ten (10) working days. In accordance with Article VII, Section 4, employees will accrue seniority while on any leave of absence of six (6) months or less granted under the provisions of this Agreement. Employees shall be returned to the same position they held at the time the leave of absence was requested.

SECTION 3 - PAID LEAVES

A. Bereavement

In the event of death in the immediate family of an employee, the employee shall be granted three (3) days leave of absence with pay to make household adjustments, or to attend funeral services. Immediate family is defined as a wife, husband, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, granddaughter, stepmother, stepfather, stepson, stepdaughter, legal guardian, same gender domestic partner, the domestic partner's mother, father and dependents, or other legal dependents. The time off allowed in the case of death in the employee's immediate family shall not be chargeable to either sick leave or annual leave. In the

event of an emergency because of death in the immediate family of an employee, the employee shall be granted, upon justification, leave with pay up to five (5) days provided this involves travel by the employee, of more than one hundred and fifty (150) miles one-way. If additional leave is necessary, such absence shall be charged to sick or annual leave.

In the event of death in the extended family of the employee, the employee shall be granted two (2) days leave of absence with pay to make household adjustments or attend funeral services. The amount of paid time off remains two (2) days whether or not the employee must travel more than one hundred and fifty (150) miles one way because of the death in his or her extended family. Extended family is defined as the employee's aunt, uncle, nephew and niece. The time off allowed in the case of death in the employee's extended family shall not be chargeable to either sick leave or annual leave. If additional leave is necessary, such absence shall be charged to sick or annual leave.

If the same death is in the immediate or extended family of more than one employee, and the taking of bereavement leave has an operational impact on the City's ability to provide normal services, the employer has the right to reassign work schedules to meet service requirements and/or deny the use of bereavement leave. Reassignment of work schedules for this purpose shall be deemed an emergency in accordance with Article XII, Section 5 – Hours of Work.

B. Court Duty

a) Any regular employee called upon for jury service shall be paid regular salary during the period of actual service on jury duty. Such leave shall not be deducted from any other leave accrued by the employee. To use this leave, the employee shall provide to the City certification of the Clerk of the Court to establish time served.

b) Employees required to appear before a court or other public body on any matter not related to their work in which they are personally involved (as a plaintiff, witness or defendant) who request a leave of absence for the period necessary to fulfill their civic duty may be granted annual leave or leave without pay for the period necessary to represent their interest.

C. Voting Time

If the opening and closing time of the polls falls within the employee's scheduled hours of work, employees who are registered and entitled to vote in an election may be granted two (2) hours off, with pay, on an election day other than a Presidential Election Day. The employee shall choose to take leave at either the beginning or the end of the employee's normal workday and shall give notice of not less than 24 hours to his/her supervisor.

SECTION 4 - UNPAID LEAVE FOR REASONABLE PURPOSES

Unpaid leaves of absence, not to exceed one year, may be granted for a reasonable purpose with no less than 15 working days' notice. Reasonable purpose in each case shall be agreed upon by the Union and the Employer but may not include self-employment or employment elsewhere. These types of leaves may be terminated by the employee with thirty (30) days' notice to his supervisor of his intention to return. The Employer shall explain to an employee filling a temporary position the circumstances by which he is going to be affected.

A. Union Business

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union be granted a leave of absence without pay. The leave of absence shall not exceed one (1) year, but it shall be renewed or extended for a similar period at any time upon the request of the Union.

B. Family Leave

After twelve (12) months of continuous service, eligible regular employees are eligible for up to twelve (12) weeks of family leave as provided for in Federal Law and FMLA Regulations.

C. Education

After completing one year of service, any employee, upon request, may be granted a leave of absence without pay for full time educational purposes to improve skills or to obtain formal education necessary to qualify for other City of College Park job opportunities. The period of the leave of absence shall not exceed one year but it may be extended or renewed at the request of the employee subject to management approval. Employees shall work a minimum of one year for the City following completion of educational leave.

SECTION 5 - MILITARY SERVICE

Any employee who is a member of a reserve force of the United States and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States, shall be granted a leave of absence during the period of such activity.

Pay during the absence and re-employment rights upon return will be in accordance with applicable State and Federal laws (Annotated Code of Maryland and Uniformed Services Employment and Re-Employment Rights Acts).

SECTION 6 - ON THE JOB INJURY

Personal injury received on duty. The City shall pay the employee Injury Pay for the first three (3) full days of absence if the injury is deemed compensable and payment for missed time will be paid by the City's workers' compensation insurance carrier. The initial day of injury remaining hours of that day will be charged to sick leave. The employee may use his or her accrued sick leave to make up any difference if the workers' compensation payment is less than his or her base net paycheck after taxes.

ARTICLE XII - HOURS OF WORK

SECTION 1 - REGULAR HOURS

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

SECTION 2 - WORK WEEK

The regular work week shall be defined as Monday through Friday.

SECTION 3 – WORK DAY

Except for employees on task route assignment, eight consecutive hours of work within the 24-hour period beginning at midnight, shall constitute the regular workday.

SECTION 4 - WORK SHIFT

Except for employees on task assignment, eight consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

SECTION 5 - WORK SCHEDULE

All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time. Work schedules showing the employees' shifts, workdays, and hours shall be posted on all department bulletin boards at all times. Except for emergency situations, work schedules shall not be changed unless the changes are posted two weeks in advance of the change.

SECTION 6 – TASK ROUTE ASSIGNMENTS

Regular refuse collection shall be considered as a task route assignment. Special trash collection shall not be considered as a task route assignment. Task route assignments may be adjusted while in progress, however, any assignment given after completion of all route activities for the day shall be compensated at time and one-half. Other assignments are non-task route.

ARTICLE XIII –OVERTIME, COMPENSATORY TIME AND PAY DIFFERENTIALS

SECTION 1 - RATE OF PAY

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

SECTION 2 – WEEKLY

All work performed in excess of forty (40) hours in any workweek

SECTION 3 - COMPENSATORY TIME

Each time an employee works sufficient hours to be eligible for paid overtime, he or she may elect to have the equivalent compensatory time credited to his or her account up to an account maximum of fifty-six (56) hours. Once a compensatory time account balance reaches fifty-six (56) hours, all subsequent overtime will be paid overtime until the account balance drops below fifty-six (56) hours again.

Compensatory hours will be calculated at the same rate as the overtime that would otherwise be paid, e.g., One (1) hour of time and a half overtime is the equivalent of one and a half (1½) hours of compensatory time and one (1) hour of double time overtime is the equivalent of two (2) hours of compensatory time.

Compensatory time must be used in the calendar year it is earned or it will be paid out at the end of the calendar year.

An employee will be paid for any compensatory time hours in his or her account, at his or her regular hourly rate, at the end of employment.

SECTION 4 - SUNDAY WORK

Double time shall be paid for all work on Sunday.

SECTION 5 - SATURDAY WORK

All Saturday work shall be paid at the rate of time and one-half (1½) the employee's regular hourly rate of pay with any hour's excess of forty (40) working hours.

SECTION 6 – EMERGENCY PAY

Employees mandated to work after their regular shift of 8 hours due to a weather emergency shall be paid at the rate of time and one-half (1½) for those hours. The time and one-half (1½) shall not be stacked with overtime pay of any other differential or time and one-half (1½) after working 40 hours. i.e If employees work 12 hours on one day, they will be paid 4 hours at time and one-half (1½).

SECTION 7 – AUTOMATED TRASH TRUCK - DIFFERENTIAL

Should the Employer plan to purchase any automated trash truck, the Employer and Union shall meet and confer to discuss additional training and pay for automated trash truck operators and helpers.

SECTION 8 - DISTRIBUTION OF OVERTIME

1) Overtime work shall be distributed equally to employees working within the same job classification. The distribution of overtime shall be equaled over each six-month period; beginning on the first day of the 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/her credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his/her credit shall be offered the assignment. The procedure shall be followed until the required number of employees has been assigned overtime work. If an employee refuses overtime, his/her record shall be charged the number of hours he would have worked. If an employee agrees to work overtime when asked and subsequently fails to report for the overtime work, his/her record shall be charged twice the number of hours he would have worked. A record

of the overtime hours worked by each employee shall be posted on the department bulletin board monthly. This section may be temporarily suspended in the event of unusual emergencies.

2) Scheduled Saturday Work Selection

- a) Volunteer by job classification
- b) Inverse seniority selection process by job classification

SECTION 9 - WORK AT EMPLOYEE'S OPTION

Overtime work shall be voluntary except in case of emergency. There shall be no discrimination against any employee who declines to work non-emergency overtime. The Employer shall not vary or rearrange work schedules once established in accordance with Article XII, Section 5 to avoid the payment of overtime. Overtime shall be offered to regular employees before outside contractors or temporary employees.

ARTICLE XIV- CALL-IN- TIME

Any employee called to work outside of his regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half. If the call-in time work assignment and the employee's regular shift overlap at the beginning of the normal shift, the employee shall be paid the call- in time rate of time and one-half for all hours completed prior to the normal shift. The employee shall then be paid for the balance of his regular work shift at the appropriate rate.

ARTICLE XV -MEAL PERIODS – EMERGENCIES

SECTION I

All employees shall be granted a meal period during each work shift. Whenever possible, the meal period shall be scheduled at the middle of each shift. During emergency overtime a meal period not to exceed thirty (30) minutes will be provided every four (4) hours.

SECTION 2

The Employer shall furnish a meal every four (4) hours to any employee who works before or beyond his/her regular shift in emergencies. In the event the Employer is unable to furnish meals, the employee shall be granted time to eat not to exceed thirty (30) minutes on the clock. The Employer shall compensate the employee \$6.00 for the cost of each meal.

SECTION 3

Employees who work without an intervening break three (3) hours or more beyond their regular work shift of eight (8) hours shall receive a paid one half (½) hour meal period. For every four (4) consecutive hours of work thereafter, employees shall receive an additional one half (½) hour paid meal period.

ARTICLE XVI – REST/LUNCH PERIODS

Employer and employees agree that the two fifteen (15) minute breaks that would have been taken in the morning and afternoon, will be added to the thirty (30) minute lunch and it will equal a one-hour lunch period. Employees shall take ten (10) minutes before lunch for personal clean-up.

ARTICLE XVII - 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 XVIII - WORKING CONDITIONS

If the Employer requires any employee to wear a uniform, protective clothing, or safety equipment as a condition of employment, such uniforms, protective clothing, or safety equipment shall be furnished without cost to the employee by the Employer. The cost of maintaining the uniforms or protective clothing, (including tailoring, dry cleaning and/or laundering), shall be borne by the Employer. The Employer also agrees to furnish and maintain rain gear and gloves to all employees when necessary.

Employees are responsible for the proper use of uniforms, protective clothing, devices and equipment. Lost, abused or unusable uniforms, protective clothing or safety equipment due to employee neglect, negligence or misuse shall be paid for by the employee.

Employees shall not wear uniforms furnished by the City during off duty hours, except as may be necessary to go to and from work. The Employer agrees to maintain safe and sanitary locker rooms and related facilities.

The City will pay for one pair of boots per year up to a total cost of \$180 for the following job titles. The boots purchased must conform to ASTM standards listed in the current Foot Protection Policy.

- a. Mechanic
- b. MEO

The City will provide two pairs of boots per year up to a total cost of \$285 for the following job titles. The boots purchased must conform to ASTM standards listed in the current Foot Protection Policy.

- c. Maintenance Workers
- d. Groundskeepers
- e. Landscapers
- f. MEO who works more than 50% of the time on the back of a truck for the year.

City funds can only be used to purchase applicable boots that meet the policy standards. Funds may not be used to purchase socks, insoles, or other products.

ARTICLE XIX - SAFETY

The Employer and the Union shall cooperate in the enforcement of work safety. Should an unsafe or unhealthy work condition become apparent, the Employer shall consider the matter immediately and employees shall not be assigned to perform duties in areas that are deemed hazardous. If the matter is not adjusted satisfactorily within a reasonable period of time, a grievance may be processed according to the grievance procedure as described in Article V, Section 2.

The Employer agrees to maintain a safety committee to study appropriate safety issues and make policy recommendations. The committee will meet monthly or as often as decided by the committee and maintain minutes of meetings. Composition of the committee will consist of employees representing all City departments. The number of committee members representing each department will be in proportion to the number of employees in each department, but the membership must always include a least one member representing the union. The City's Safety and Risk Specialist or designated alternate will chair the committee meetings.

ARTICLE XX- RATES

Employees in Local 1209C shall receive a COLA increase of 3% effective July 1, 2022.

Employees in Local 1209C shall receive a COLA increase of 2.5% effective July 1, 2023.

Employees in Local 1209C shall receive a COLA increase of 2.5% effective July 1, 2024.

ARTICLE XXI - LONGEVITY BONUS/INCENTIVE

SECTION 1

In recognition of his or her years of service, an employee shall be granted a bonus as a percentage of salary. The percentage will be the equivalent of a one (1) step merit increase at the employee's current step in his or her pay grade. This bonus will be paid on the payday of the pay period in which the employee reaches the following services milestones or as soon as possible thereafter:

Twenty (20) years' service

Twenty-five (25) years' service

Thirty (30) years' service

and every five years thereafter as long as the employee has no breaks in service in accordance with Article VII, Section 4, - Breaks in Continuous Service.

SECTION 2 – INCENTIVE

A four thousand (\$4,000.00) incentive payment will be made in a two-year increment. Two thousand (\$2000.00) dollars will be made on July 1, 2022, and another two thousand (\$2000.00) dollars made on July 1, 2023, to any non-probationary employees in the bargaining unit. These payments will only be made in both years to employees employed as of July 1, 2022.

ARTICLE XXII - HEALTH AND WELFARE BENEFITS

SECTION 1

The Employer agrees to provide the same health and welfare benefits to employees in the bargaining unit as are provided to all other City employees in positions of equal classification. The major areas of coverage may include health insurance, prescription coverage, dental coverage, vision coverage, life insurance, pension plan, and long-term disability.

Employees who retire early between the ages of 55 and 65 years and are enrolled in a City health insurance plan at the time of their retirement may piggyback on existing employee health insurance at their own expense until eligible for Medicare.

SECTION 2 – HEALTH AND WELLNESS BENEFITS

Employees can take part in any City wellness program or event that the City promotes on City time.

The Employer agrees to furnish personal protective equipment such as masks to employees to mitigate the spread of COVID-19.

SECTION 3 – DEFERRED COMPENSATION

The Employer agrees to match employees' contributions to the 457 Deferred Compensation Plan on a sliding scale that increases with the level of an employee's contribution and his or her tenure.

SCHEDULE OF CONTRIBUTIONS FOR 457 PLAN

YRS OF SERVICE	EMPLOYEE CONTRIBUTION PER PAY	CITY \$:\$ MATCH PER PAY
0 to 1	available	0
1 to 5	available	max \$ 30
5 to 10	available	max \$ 60
10 to 15	available	max \$ 90
15 +	available	max \$ 120

SECTION 4 - OTHER UNION BENEFITS

The Employer will provide for payroll Insurance Check Off for eligible employees and agrees to remit the amount withheld to the Union designated agent. The deductions and payments to the agent will coincide with the City payroll and vendor disbursement dates

respectively. Administration of the insured benefits so provided rests with the Union designated agent.

ARTICLE XXIII - 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 XXIV - WORK STOPPAGE

The Union agrees that neither the Union nor its officers or agents will authorize, instigate, aid, support, or engage in a strike, slow-down, sickout, or work stoppage against the Employer. The Employer agrees not to lock out employees.

ARTICLE XXV - EMPLOYEE RECOGNITION

The City agrees to publicize its Awards and Suggestions programs among employees. Employees are eligible for recognition under the Awards and Suggestions Program, as it exists at the time of the award.

ARTICLE XXVI - PERSONNEL FILES

At the employee's written request, which shall not be made part of the personnel file, records of discipline up to a three-day suspension will be removed from an employee's personnel file(s) thirty (30) months after the discipline is administered so long as the employee has not been disciplined for a related offense during the 30-month period. Where the Union official is representing an employee in a grievance filed under this Agreement, the Union may review the employee's personnel file for information relevant to the grievance so long as the employee provides the City with written authorization for the Union to do so (Council 67 Field Representative/Local President or his Designee). The only official personnel file shall be the file maintained under the supervision of the Human Resources Director. The official personnel file is the only file that is valid for purposes of promotions, discipline, etc.

CONFIDENTIALITY: Personnel records will be always maintained in a secure and confidential manner. The Employer shall endeavor to place in an employee's file information of a positive nature indicating competencies, achievements, performances, or contributions of an academic, professional or civic nature. Employees may have this type of information placed in their file by providing a copy to their supervisor. Before any counseling or disciplinary information is placed in an employee's file it must be signed and dated by the person submitting the information for file. Also, before any counseling or disciplinary information is placed in the file, the employee shall be given the opportunity to acknowledge that he/she has reviewed such material by affixing his/her signature on the actual copy to be filed. Signature by the employee merely indicates that he/she has read the material to be filed and does not signify that he/she agrees with content. If the

employee refuses to sign, a Union representative will be present to witness the employee's refusal. The Union representative will acknowledge the event.

ARTICLE XXVII - LABOR MANAGEMENT COMMITTEE

The Union and the Employer agree to continue a standing Labor Management Committee which may meet once every calendar month for the purpose of studying appropriate work-related issues and making recommendations for policy or procedural changes if appropriate.

The Union and the Employer shall have equal representation on the Committee. There shall either be co-chairpersons, one representing the Union and one representing the Employer, or the chairpersonship may rotate as decided by the committee.

Committee persons shall be selected from among those empowered to recommend policy or procedures for the Employer and the Union respectively.

The Committee shall not be empowered to change the negotiated Agreement.

ARTICLE XXVIII - CAREER DEVELOPMENT

(A) The Employer and the Union recognize the need for the development and training of qualified employees to fulfill the Employer's workforce requirements. The Employer agrees to the principles of Career Paths to enhance employees' opportunity for promotion from within its own organization. The Labor Management Committee will work towards the development of a feasible and affordable Career Paths Program. In keeping with such principles, the Employer and the Union shall recommend a Career Development Program.

(B) The Employer agrees to support the further education of employees. Bargaining unit members may be reimbursed at fifty (50) %, depending upon the availability of funds, for tuition for satisfactorily completed courses of study, including G.E.D., which would better enable employees to perform their current jobs and compete for promotional opportunities. Request for tuition reimbursements must be approved in advance of attendance and must be processed in accordance with the applicable City regulations. In the event there is a shortage of budgeted City funds, the Union will make available appropriate training programs for bargaining unit members.

ARTICLE XXIX - SUPERSESSION

This contract replaces the contract dated July 1, 2022, and all addenda for ensuing years through June 30, 2025.

ARTICLE XXX - DURATION OF AGREEMENT

This Agreement shall continue in force until June 30, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by February 1st prior to the anniversary date that it desires to modify this Agreement. Upon giving notice, negotiations shall begin no later than March 1st prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in this section. The question of

representation shall be a proper issue for determination at the conclusion of each Agreement. It is expressly understood and agreed that the Employer shall have the sole and exclusive right to reopen this Agreement, upon the giving of a thirty (30) day prior written notice to the Union, at any time during the life of this Agreement. The intention of this clause is to prevent any economic hardship to the Employer, which may result from the signing of this Agreement. Upon the giving of said notice, the Union hereby agrees to negotiate in good faith any adjustments needed to rectify the economic hardship and work towards the prevention of losses and/or deficits by the City.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS 3RD
DAY OF MARCH, 2022

FOR THE UNION: _____

FOR THE EMPLOYER: _____

Richard Cunningham
Mark

Kenneth A. Young
Theresa Way Rust