

AGREEMENT

BETWEEN

CITY OF BOWIE, MARYLAND



&

LOCAL 1209/COUNCIL 3

**AMERICAN FEDERATION OF
STATE, COUNTY & MUNICIPAL EMPLOYEES
AFL-CIO**

JULY 1, 2024 THROUGH JUNE 30, 2027



Table of Contents

Preamble..... 4

ARTICLE 1
Recognition..... 4

ARTICLE 2
Management Responsibility..... 5

ARTICLE 3
Union Steward and Union Representation..... 5

ARTICLE 4
General Provisions..... 5

ARTICLE 5
Maintenance of Membership & Check off..... 7

ARTICLE 6
Seniority..... 8

ARTICLE 7
Discipline and Discharge..... 11

ARTICLE 8
Grievances & Arbitration..... 13

ARTICLE 9
Hours of Work..... 15

ARTICLE 10
Safety & Health..... 17

ARTICLE 11
Rest Periods..... 18

ARTICLE 12
Meal Periods..... 18

ARTICLE 13
Clean Up Time..... 18

ARTICLE 14
Call Time..... 18

ARTICLE 15
Contracting & Subcontracting of Public Work..... 19

ARTICLE 16	
Work Stoppage.....	19
ARTICLE 17	
Overtime.....	20
ARTICLE 18	
Holidays.....	22
ARTICLE 19	
Vacation.....	23
ARTICLE 20	
Sick Leave.....	25
ARTICLE 21	
Other Leave.....	26
ARTICLE 22	
Health & Welfare Benefits.....	30
ARTICLE 23	
Wages.....	32
ARTICLE 24	
Longevity Pay.....	32
ARTICLE 25	
Saving Clause.....	32
ARTICLE 26	
Training Program.....	33
ARTICLE 27	
Compensable On the Job Injuries.....	34
Duration of Agreement.....	35
Letter Addendum	
August 6, 1976.....	36
March 19, 1980.....	37

Preamble

Pursuant to the provisions of City of Bowie R-36-69, this agreement entered into by the City of Bowie, hereinafter referred to as “Employer”, and Local 1209/Council 3, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as “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. All references to be made AFSCME Local 1209-B / AFSCME Council 3, with the removal of all AFSCME Council 67.

**ARTICLE I
Recognition**

The Employer recognizes the Union as the sole and exclusive collective bargaining agent of the employees in the units listed below for the purpose of establishing salaries, wages, hours and other conditions of employment.

The affected units are: Department of Public Works; Community Services Department: (a) Parks and Grounds Division; (b) Building Maintenance. Excluded from the above units are those employees referenced in Section 3 of Resolution R-36-69, which generally includes all administrative, management and/or supervisory employees.

New Employee Orientation. The Union shall have the right and opportunity to hold orientation sessions with all newly hired bargaining unit members. The orientation session shall be used to explain the Union and introduce their officers. The orientation must be held within 15 days of the employee’s hire date and shall be during working hours with no loss of pay at a time agreed by Management. These meetings may not to exceed one hour (1) in duration.

Right to information: The City shall furnish the Union quarterly a list, in Excel or equivalent format, of all employees in the bargaining unit. The list shall include name, job title, department, pay grade and hire date, work location, mailing address, and phone number if employee provided one, the rate of pays of bargaining unit employees. The City shall also provide the Union with a list of changes in the bargaining unit positions that involve transfers, leaves of absence, and separations, promotions, and retirement.

ARTICLE 2
Management Responsibility

It is recognized that the Management of the City, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City. Accordingly, the City retains the right, including but not limited, to select and direct the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; decide the number and location of its facilities, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

ARTICLE 3
Union Steward & Union Representation

Section 1:

The Union shall designate three stewards and three alternates. The Employer shall recognize and deal with the Union Stewards, alternates when serving in the absence of the steward, and the Union President in all matters relating to grievance and interpretation of this Agreement.

Section 2:

A written list of the Union Stewards (such lists to outline the area to be represented by stewards) 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.

Section 3:

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. Such time off shall be arranged in a manner which causes the least disruption of, or interference with the operation of the City, its employees, and supervisory personnel. The Union shall be allowed an aggregate of ten (10) days for training its officers. Once these ten aggregate days are used, Union members desiring additional Union training must use their own leave.

ARTICLE 4
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 status, race, color, creed, national origin, political affiliation, or sexual orientation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

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 responsibilities as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

No provision of this Agreement shall be applied or interpreted in a manner that conflicts with or violates any federal, state, or City law and any such provisions shall be deemed null and void and of no effect. In the event that any provision is declared null and void, both parties agree to meet and negotiate in good faith in an attempt to address such provision.

Section 2: Union Bulletin Boards.

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

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

Section 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, Union representatives shall be allowed with prior notice to the City Manager or his designee to:

- Post Union Notices.
- Distribute 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 their Representative.
- Consult with the Employer, their Representative, Local Union Officers, or other Union Representatives concerning the enforcement of any provisions of the Agreement.

Section 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. Said representatives shall notify the City Manager prior to each occurrence.

Such notification shall be at least 24 hours prior to the requested visit – except in an emergency situation when the Union Representative shall notify the appropriate Department Director when he/she arrives on City premises.

Section 5: Work Rules

A. The Employer agrees to meet and confer with the Union prior to changes in existing work rules, or the establishment of new rules and notify the Union of changes in old or the establishment of new administrative policies.

In addition, when existing rules are changed or new rules are established, they shall be posted prominently on all bulletin boards for a period of ten consecutive workdays before becoming effective.

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

C. Enforcing. Employees shall comply with all existing reasonable rules that are not in conflict with the terms of this agreement, provided the rules are uniformly applied and uniformly enforced.

Any unresolved complaint as to the reasonableness of any new or existing rules, or any complaint involving discrimination in the application of new or existing work rules, or the establishment of new work rules shall be resolved through the grievance procedure.

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 anyway 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.

Section 7: Labor-Management Committee.

The Local Union President and the Shop Steward of the affected sections will serve together with representatives of management in the Departments of Public Works, Community Services and Human Resources on a Labor Management Committee. This committee shall meet quarterly for the purpose of keeping the lines of communication open between labor and management during the term of this agreement – or sooner if issues arise.

**ARTICLE 5
Maintenance of Membership and Check off**

For those employees who become members of the union and who properly execute payroll deduction authorization cards, the Employer agrees to withhold from their paycheck each pay period the regular union dues in the amount certified to the employer by the union. The employer shall be free from any liability by reason thereof to those employees whose dues are so deducted. Such withholding for Union dues are to be transmitted to the American Federation of State, County and Municipal Employees, AFL-CIO, Council 3, not later than the 15th day after the 1st day of the succeeding month. The Union will notify the Employer at least 30 days prior to any change in such dues.

This authorization shall continue in effect until the employee rescinds it by written notice to the City of Bowie and AFSCME. Withdrawal shall be effective only if notice is given to AFSCME within the five-day period immediately preceding June 30th of any year.

The United States Postmark; time stamped email from requestor; or dated stamped signature from the Human Resources Office may be used to establish proof of timely submittal.

ARTICLE 6

Seniority

Section 1: Seniority In General.

Seniority standing shall be granted to all regular employees. The standing is to be determined on the basis of actual length of continuous service from the latest date of permanent employment with the City of Bowie. Newly hired employees shall be deemed probationary for a period of six months. In the event the employee's immediate supervisor is unable to make a determination as to whether an employee shall be granted a regular appointment at the end of the six-month probationary period, the Human Resources Director, following consultation with said supervisor and the applicable department head may extend the employee's probation; provided, however, that this decision may not be deferred past the second six months. During such probationary period, employees may be discharged by the City without the same constituting a grievance.

Supervisors and probationary employees shall discuss the employee's job performance at a reasonable interval during the probationary period.

Seniority shall be terminated if the employee resigns; is discharged for just cause; is absent without notice for five (5) consecutive days; fails to report to work within five (5) days after the City sends to the last known address a written notification to return to work after a layoff; or upon the termination of leave of absence, unless such time is extended in writing by the City.

Section 2: Promotions.

Promotions shall be made on the basis of length of service provided the most senior employee has the ability to meet the qualifications of the position to be filled. A fair and reasonable performance test for promotion may be given by the City Manager or their designee. Upon promotion no additional probationary period shall be imposed upon an employee so promoted. (See attached Letter Addendum for interpretation of this provision.) Qualified applicants who work for the city and apply for a position will be given an interview, but will not receive a letter from the City telling them why they were not chosen for a position.

Section 3: Reduction in Work Force and Transfer.

In the case of a reduction in force or the elimination of position, employees shall be laid off within affected classifications according to the least seniority provided so that if a lay-off should occur, those employees remaining in said classifications should be capable of performing the duties of their position in a satisfactory manner. If an employee feels they have been laid off without regard to seniority or ability to perform work satisfactorily, they may file a grievance.

When the working force is to be increased after a layoff, employees will be recalled in the order of seniority and the ability to perform the work for the classification being recalled.

The Human Resources Director may make temporary transfer of employees to positions other than those they normally perform in order to meet the requirements of the operation of the department.

- (a) If the transfer is to a more desirable position or shift, the most qualified employee, among those available, shall be assigned to the position.
- (b) If the transfer is to a less undesirable position or shift, the least senior employee shall be transferred unless such a transfer is not feasible or is for the purpose of an emergency.

- (c) Employees designated by management to perform duties of a higher classification on a temporary basis for more than two consecutive days will be compensated according to the City's normal promotional rate. The City's normal promotional rate is as follows:
- 5% increase for up to two salary grades, or the entry rate of the higher grade, whichever is greater;
 - or 10% increase for more than two salary grades, or the entry rate of the higher grade, whichever is greater.
- (d) Temporary transfer assignments shall be good for a period not to exceed thirty (30) workdays, unless:
- (1) The position is being kept open for an employee on authorized annual or sick leave, or
 - (2) Mutually agreed upon by the City and the Union; otherwise any position which is filled for more than thirty (30) workdays by temporary transfers shall be considered open and shall be posted.
- (e) Should a circumstance arise that includes layoffs, the City will offer some early retirement options to employees with thirty years of consecutive service, or who are at or above 62 years of age at the time that they are laid off. The ability to provide these early retirement options, and the extent to which they will be funded will be based on funds available in that year's budget.

Section 4: 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 job or to avoid laying off employees. In any case involving demotion, the employee involved shall have the right to elect which alternative they will take - the demotion or the layoff, if the option for layoff is available.

A. Voluntary Demotion: A Voluntary Demotion without prejudice may be granted by the City Manager, upon recommendation of the Department Head with the written consent of the employee in which event, the employee shall be placed in a job classification in which the wage rate most closely approximates, but does not exceed, the rate in the employee's current classification.

B. Involuntary Demotion: The employer may invoke an involuntary demotion, upon written recommendation of the appropriate Department Head approved by the City Manager, a copy of which shall be given to the employee. The approved recommendation shall include:

1. The specific reason for the proposed demotion.
2. The position and rate of compensation to which the employee is to be demoted.
3. A statement informing the employee of the appropriate appeal procedures.
4. The employee may appeal the proposed demotion in accordance with Article 7, Section 2 "Discharge, Suspension and/or Involuntary Demotion".

5. The employee will be given consideration among applicants for promotion to their previous position and rate of compensation prior to the demotion after a period of twelve (12) months upon availability of the next previous position vacancy.

Section 5: Seniority List.

The City will provide to the Union each July, a seniority list of all bargaining unit employees.

ARTICLE 7
Discipline and Discharge

Section 1.

The parties agree to follow a progressive disciplinary policy utilizing the disciplinary methods permitted by the City Code; provided however, that the parties also recognize and agree that initial disciplinary action should be consistent with the severity of the offense.

Discipline. Progressive disciplinary action or measures shall include only the following:

- Oral reprimand
- Written reprimand
- Suspension (notice to be given in writing)
- Discharge

Disciplinary action may be imposed upon an employee only for failing to fulfill their responsibilities as an employee or violation of City policy. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

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.

Records of disciplinary action pertaining to absenteeism or lateness shall not apply to infractions of the same nature or other actions after a period of one (1) year. However, if the employee has maintained a good record relating to lateness and absenteeism during that year, any disciplinary action may be waived.

Section 2. Discharge.

The Employer shall not discharge any employee without just cause. If, in any case, the Employer feels there is just cause for discharge, the employee involved may be suspended for five days. The employee and their President and Steward will be notified in writing that the employee has been suspended and is subject to discharge.

The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure by notification by certified mail, email from requestor; or dated stamped receipt from the Human Resources Office, requesting a hearing in letterform with a brief summary of the grievance to be heard. The grievance form must be signed by the grievant and presented immediately prior to the hearing. The matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party. Should the City Manager initiate the discharge or suspension of any employee, the Mayor will designate a hearing officer to substitute for them in the third step.

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

In such event, the City must hear the case within five (5) days from the receipt of the appeal. Should the appeal go unheard or unanswered as a result of management delay, the employee shall be reinstated with full back pay.

Following the discovery of an infraction which could result in suspension, employees must either be suspended within three working days of discovery of the infraction or receive written notice within three days of discovery of the infraction that pending investigation, suspension could result from their infraction. Any action to suspend following such written notice must be in writing and take place within twenty (20) days of notice. All suspension days must be consecutive workdays.

ARTICLE 8

Grievance 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 neither grievance nor its settlement shall expand or modify this Agreement. Grievances must be presented within fifteen (15) calendar days after the date of their occurrence or the date on which the condition causing this 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 the lowest level possible so as to foster efficiency and employee morale.

Section 2:

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

Step 1. The Union Steward, with the complaining employee, shall discuss the grievance or dispute, which has been reduced to writing, with the immediate supervisor within fifteen (15) working days of the grievance (or their knowledge of its occurrence). The immediate supervisor shall attempt to adjust the matter and shall respond to the Union Steward and employee in writing within five (5) working days.

Step 2. If after a thorough discussion with the immediate supervisor, the grievance has been unsatisfactorily resolved, the Union Steward, the President of Local Union, and the complaining employee shall, after written appeal, discuss the grievance with the Department Head, within five (5) working days after the immediate supervisor's response is due. The Department Head shall respond in writing within five (5) working days. The Notice of Appeal shall set forth the grounds for the grievance and a brief statement of the factual situation creating the alleged grievance.

Step 3. If after a thorough discussion with the Department Head, the grievance has not been satisfactorily resolved, the Union Steward, the complaining employee, the President of the Local Union, and the Union representative shall, after written appeal, discuss the grievance with the City Manager within five (5) working days after the Department Head's response is due. The City Manager shall respond in writing within five (5) working days.

Step 4. If the grievance is still unsettled, either party may, within fifteen (15) days by written notice to the other, request arbitration. The arbitration proceedings shall be conducted by an Arbitrator as provided for below:

To select an Arbitrator, the Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five (5) Arbitrators. Both the Employer and the Union shall have the right to strike two names from the plan. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the Arbitrator.

The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator shall issue a decision within thirty (30) days after the conclusion of testimony and agreement.

The Employer shall permit all persons pertinent to the grievance, including those requested by the employee, to be given time off from duty without loss of pay in order that said persons may testify at the hearing.

The costs of such proceedings shall be shared equally by the Employer and the Union.

Section 3:

Any grievance not answered by Management within the time limit prescribed, the relief requested will be considered granted, unless the time limits are extended by written request.

Section 4:

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

Section 5:

The Union agrees not to seek arbitration concerning improvements to the existing salary and fringe benefit plans.

Section 6: Unequal or disproportionate work assignments for those employees in an individual classification performing under the task system may constitute a grievance.

ARTICLE 9
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 workweek shall consist of five consecutive workdays, Monday to Friday inclusive, except for employees in continuous operation (seven days a week).

Section 3: Work Day.

Eight (8) consecutive hours of work within the 24-hour period beginning at midnight shall constitute the regular workday for employees.

Section 4: Work Shift.

Eight (8) consecutive hours of work shall constitute a work shift for employees. 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 Schedules.

Work schedules showing the employees by shifts, workdays, and hours shall be posted on all department/division bulletin boards at all times.

Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

Section 6: Exceptions.

Notwithstanding any provisions of this agreement, employees in the classes Water Plant Operator and Wastewater Plant Operator shall be exempt from this section in order to facilitate an independent schedule which shall balance out to 80 hours every two weeks (2080 hours per year), and shall be based on a normal schedule of eight (8) hours per day.

Any employees who are working flexible work schedules shall be exempt from the above referenced provisions, and they shall not be eligible for overtime payment for those flexed hours. Either management or the Union can propose a flexible work schedule and such proposal must be approved by both parties prior to implementation.

Section 7:

Any bargaining unit employee assigned to refuse collection from another division shall be eligible for the same benefits, including task, holiday pay, etc.

Section 8:

If an employee works when the City of Bowie Government is closed due to a weather related or other designated emergency, and employee has been identified as an Essential Employee, then employee shall be compensated for those hours worked at the rate of two times and one-half their hourly rate. At the option of the employee, compensatory time off may be earned at the rate of two times and one-half in lieu of cash payment for the hours worked during the emergency condition.

Section 9:

The work hours of Solid Waste employees assigned to refuse, or recycling collection is based on task completion ("Task"). This means that these employees may be excused for the workday when Solid Waste management determines that the tasks of all solid waste work crews have been completed. Under no circumstances will tasks be considered complete prior to 11:00 a.m.

Immediately upon completion of their refuse and/or recycling collection routes, the route driver is required to contact Solid Waste Management to receive instructions as to which crew they will be assigned to assist. Employees on crews assigned to assist other crews will receive pay at time and one half of their normal pay for each hour spent assisting the crew to which they were assigned.

Example: *Crew #1 completes their task at 11:45 a.m., and contacts management for further assignment. Management assigns them to assist Crew #2 in completion of their route. Crew #1 reaches Crew #2 at 12:00 p.m., at which time they begin assisting them, until the task is completed at 1:00 p.m. Under this scenario, each member of Crew #1 will receive one hour of pay at one and one-half of their normal pay*

An Essential Employee is an employee who is required to work while all other Employees are allowed to be off. All Public Works employees and Community Services employees in the Parks and Grounds Division and the Public Buildings and Grounds Division are Essential Employees. The Employer will notify an employee who is in an Essential Employee position, provide the Union with a list of Essential Employee positions, and notify the Union if changes are made.

ARTICLE 10 Safety and Health

Section 1:

The Employer and the Union shall cooperate in the enforcement of work safety. The City is committed to providing a safe workplace that is in compliance with all the applicable federal, state, and local jurisdiction safety and health laws and regulations. To this goal the Union agrees to work cooperatively with City management in all safety and health matters. Should an unsafe or unhealthy work condition become apparent, the matter shall be considered immediately by the Employer. If the matter is not adjusted satisfactorily, within a reasonable period of time, a grievance may be processed according to the grievance procedure. Those articles of clothing, such as pants and jackets, provided for in the current allowance shall be available, or the employee may substitute the allowance for other needed uniform items.

The employer will annually provide two pairs of boots for each bargaining unit employee. Replacement of rainwear and gloves, due to defects or when worn out through normal wear and tear, will be made by the exchange of the old equipment for the new. The Employer agrees to attempt to purchase the best possible equipment within budgetary restraints, and the Union employees agree to bear the responsibility for maintaining the aforementioned equipment.

Section 2:

The City will furnish rainwear of a durable quality, and which is designed to provide maximum strength.

The employer will annually provide two (2) pairs of work boots to all bargaining unit members per year, not to exceed a combined cost of three hundred and forty dollars (\$ 340) for both pairs.

The employer will provide a basic line of prescription safety eyeglasses, with side shields, at no cost to designated employees in job positions requiring the use of prescription safety eyeglasses. The employer has the right to limit the frame, side shield and lens selection to certain styles, features, replacement frequency and safety standards for life expectancy, employee protection and cost containment.

The basic uniform consists of a jacket with detachable hood and pants having fly front and elastic suspenders.

Section 3:

Drivers of vehicles with two-way radios shall operate and have responsibility for proper care of and proper operation of two-way radios.

Section 4:

The City and the Union agree to create a Joint Labor-Management Safety Committee [JLMSC]. The purpose of the JLMSC is to examine, evaluate, and make recommendations regarding safety concerns within the Departments/Divisions of the collective bargaining unit. In addition to employees (both union and non-union) and supervisors from the affected Departments/Divisions, it is recommended that the City's Risk Manager be on this committee.

ARTICLE 11
Rest Periods

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

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

ARTICLE 12
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 requested to and does work two hours beyond their regular quitting time. The employee shall be furnished additional meals every four 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 40 minutes on the clock. The Employer shall compensate the employee \$10.00 in applicable situations

ARTICLE 13
Clean Up Time

Employees shall be granted a fifteen-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. The Employer shall make the required facilities available, and the Employer and employee shall cooperate in maintaining the facility in proper sanitary condition.

ARTICLE 14
Call Time

Any employee called to work outside of their regularly scheduled shift shall be paid for a minimum of 3 hours at the rate of time and one-half.

If the call timework assignment and the employee's regular shift overlap, the employee shall be paid the call time rate for time and one-half until he completes two hours work. The employee shall then be paid to the balance of their regular shift at the appropriate rate.

ARTICLE 15
Contracting and Subcontracting of Public Work

Management will not contract out work normally performed by the bargaining unit employees without conferring with the Union prior to changes.

ARTICLE 16
Work Stoppage

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

ARTICLE 17
Overtime

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 40 hours in any workweek.

Section 3: Sunday Work.

Employees whose normal work week is Monday through Friday, but may occasionally be called in for emergency response, shall be paid double time for any work on a Sunday.

Section 4: Distribution.

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

On each occasion the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to their credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to their credit shall be offered the assignment. If the employees of the job classifications of the affected divisions do not accept the assignment, then the opportunity to work overtime shall be offered to employees of other divisions qualified to perform the work required. The selection process is to be the same as established for overtime opportunity in the affected divisions. 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/division bulletin board monthly.

Section 5: Work at Employee's Option.

Overtime work shall be voluntary except in the case of emergency as determined by the City Manager. No adverse action shall be taken against an employee who declines to work voluntary overtime. However, disciplinary action may be imposed upon employees who accept the opportunity to work voluntary overtime, but fail to report for said voluntary overtime, the record of overtime shall show double the number of hours for which they failed to report.

The Employer shall not vary or rearrange work schedules to avoid the payment of overtime.

For the purpose of this section the term emergency is defined as a circumstance that requires immediate action.

Section 6: Exceptions.

Notwithstanding any provisions of this agreement, employees in the classes Water Plant Operator and Wastewater Plant Operator whose work schedules vary from the normal schedule maintained by the Public Works Department shall be granted overtime reimbursement for all hours worked over the total number required normally. Such overtime shall be at the established rates for the

times and days on which the work is performed. This does not mean that overtime shall be paid for work on Saturdays and Sundays if said days are within the normal work schedule.

Any employees who are working flexible work schedules shall not be eligible for overtime for those flexed hours.

ARTICLE 18
Holidays

Section 1: Holidays Recognized and Observed.

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

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Presidents' Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. The Day after Thanksgiving
11. Christmas Day

Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work.

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

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

Section 2: Holiday Pay.

Eligible employees who perform no work on a holiday shall be paid a regular day's salary, or eight (8) times their hourly rate, whichever is applicable.

Section 3: Holiday Work.

If an employee works on any of the holidays listed above, they shall be paid 3 times their hourly rate for all hours worked, provided they worked at least 40 hours within the workweek in which the holiday occurs.

Refuse Collection and Equipment Operators and Garage employees are scheduled to work holidays unless otherwise notified. However, management will make reasonable and equitable efforts to honor an employee's leave request.

Employees in continuous operation shall receive 3 times their hourly rate for all hours worked on a holiday provided that the employee is in an "in pay" status or on approved leave during the pay period in which the holiday occurs.

All bargaining unit employees shall receive 3 times their hourly rate for all hours worked on Christmas or the day of its observance.

Section 4: Holiday for Overtime Purposes.

For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.

ARTICLE 19
Vacation

Section 1: Eligibility and Allowances

A. Employees shall be eligible to take paid vacation leave after one hundred (180) calendar days of service with the employer. Employees shall start to earn paid vacation allowances as of their date of hire.

B. Employees hired before July 1, 2010 shall earn vacation allowances annually based on the following schedule:

1. One (1) working day per month for employees with three or less years of service.
2. 1.25 working days per month for employees with over three years service but no more than five years of service.
3. 1.5 working days per month for employees with over five years service but not more than ten years of service.
4. 1.75 working days per month for employees with over ten years service but no more than fifteen years of service.
5. 2.08 working days per month for employees with over fifteen years of service.

C. Employees hired on or after July 1, 2010 shall earn vacation allowances annually based on the following schedule:

1. .83 working days per month for employees with five or less years of service.
2. 1.25 working days per month for employees with over five years of service but not more than fifteen years of service.
3. 1.66 working days per month for employees with over fifteen years of service but not more than twenty years of service.
4. 1.91 working days per month for employees with over twenty years of service.

Section 2: Vacation Pay.

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

Section 3: Vacation Scheduling.

The Employer may require that vacation schedules be prepared in advance. The Employer shall have the authority to adjust such schedules so as to maintain an effective working force at all times. Normally, an employee will be granted vacation for the time desired. If conflicts arise, the employee with greater seniority within the same classification shall have preference.

Section 4: Work During Vacation Period.

Any employee who is required to and does work during their vacation period because of an emergency, shall be paid for regular hours at their regular straight time rate and for overtime hours at a rate of one and one-half (1 1/2) times their regular straight time rate.

Section 5: Payment for Unused Leave Upon Termination.

Upon termination, an employee may take the unused portion of their vacation leave or may request payment in cash for same. In no event shall such leave, paid or taken, exceed thirty days.

ARTICLE 20
Sick Leave

Section 1: Allowances and Accumulation

A. All employees hired prior to July 1, 1988 and who have not elected the option set forth in Section 2-53 (c) of the City Code shall be entitled to earn sick leave from their date of hire and shall earn said leave at the rate of 1.25 days per month of each month of service. These employees may accumulate sick leave without limitation.

All employees hired after June 30, 1988, and employees hired prior to June 30, 1988 who elect to receive short-term disability (salary continuation) benefits, shall be entitled to eight (8) personal days per calendar year.

B. Any employee who contracts or incurs any non-service connected sickness or disability or who is subjected to medical quarantine or who must care for a sick member of their immediate family for up to five days, shall be eligible (depending on their status as described in the above paragraph) for either sick leave or personal leave with pay.

Section 2: Evidence of Illness.

The Employer may require after the third consecutive workday evidence as deemed necessary to validate illness, including family illness, disability or quarantine. Such evidence may be required after one workday in the event that an employee's performance so warrants. Any employee fraudulently obtaining sick leave or personal leave for sick purposes shall be subject to disciplinary actions.

Section 3: Immediate Family.

For the purposes of this article immediate family shall be construed to mean one of the following: husband, wife, children, parents, brother, sister, and other blood relatives residing in the employee's household or the corresponding in-laws to the aforementioned persons.

Section 4: Sick Leave for Overtime Purpose.

For the purpose of computing overtime, all hours taken as sick leave or personal leave for which an employee is compensated shall be regarded as hours worked.

ARTICLE 21
Other Leave

Section 1: Eligibility Requirements.

Employees shall be eligible for leave of absence or other leave after 180 days of service; however, nothing contained herein shall attempt to limit statutory rights or obligations of employees. In the event of an emergency situation, requirements established within this section or those adopted subsequently may be waived by the City Manager.

Section 2: Application for a Leave of Absence.

Any request for leave of absence shall be submitted in writing by the employee to their immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization for leave of absence shall be furnished to the employee by their immediate supervisor, and it shall be in writing.

Any request for a short leave of absence shall be answered promptly. Request for immediate leaves (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted.

A request for a short leave of absence - a leave not exceeding one month - shall be answered within five days. A request for a leave of absence exceeding one month shall be answered within 10 days.

Seniority shall be accrued while an employee is on a leave of absence.

Section 3: Reasonable Purpose.

An unpaid leave of absence may be granted by the City Manager for limited and definite periods for any reasonable purposes, as determined by the City Manager, not to exceed one year, but may be extended at the discretion of the City Manager.

Paid leave may be granted for authorized purposes only and the City Manager may require written justification and substantiation prior to authorization.

If a leave of absence is for six months or more, it may be necessary to hire someone to perform the work of the position vacated. In such a case, the employee returning from a leave will be given an equal position, in the same classification grade and step, but not necessarily the same position.

Section 4: Paid Leave

A. Jury Duty.

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service.

B. Voting Time.

Employees shall be granted up to three hours off with pay to vote on regular National Presidential Election Days. This shall not apply to any special election held to fill a vacancy in national office.

C. Civic Duty.

Employees required to appear before a court on any matter not related to their work in which they are not personally involved (as a plaintiff or defendant), shall be granted a leave of absence with pay (as set forth in the following paragraph) for the period necessary to fulfill their civic responsibilities.

Employees shall be paid the difference, if any, between the compensation they receive from the court or other public body and their wages for each day of service.

D. Military Service.

Appropriate military leaves of absences, benefits, and reinstatements will be granted pursuant to state and federal law. Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity.

Any employee who participates in annual reserve training (2 weeks) in the armed forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of military service. Such employees shall be entitled to receive the difference between their regular salary and their military pay, if the latter is less than their regular pay for a period of two weeks training in any one year.

E. Funeral Leave.

Employees covered by this agreement shall be granted four working days off with pay for a death in the employee's immediate family.

For purposes of this article, immediate family shall include the following: spouse, children, parents, brother, sister, (including stepparents, stepchildren, stepbrothers, and stepsisters), grandparents, or other blood relatives residing in the employee's household, or other in-laws to the employee or spouse. Such leave will not be deducted from any other leave earned by the employee.

The employer may require reasonable proof of death, relationship or residence, in the event the Employer has reason to question the validity of a request for leave under this Section.

F. Family and Medical Leave.

Regular full or part time employees who have been employed with the City for twelve months, which need not be consecutive, and who have 1,250 hours of service during the previous calendar year are entitled to receive twelve weeks of leave during any calendar year for specified family or medical reasons, which include:

- (1) Birth or adoption of a child, or placement of a foster child, in order to care for the child;
- (2) Caring for the employee's spouse, child or parent who has a serious health condition;
- (3) A serious condition that renders the employee unable to perform the functions of the job.

A "serious health condition" is one which requires either inpatient care or continuing treatment by a health care provider.

FMLA leave under this policy is generally unpaid leave. Effective July 1, 2011, if an employee is eligible for any paid leave under any other benefit program such as accrued annual leave or unused sick or personal leave, the employee will be required to exhaust the paid leave upon commencement of, and concurrently with FMLA leave (unless the employee is receiving Workers Compensation benefits). Paid leave will run concurrently with and be counted toward the employee total 12 weeks of FMLA leave. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform their duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

1. Obtaining Family and Medical Leave.

(a) An employee must give thirty (30) days notice to the Human Resources Director to be entitled to leave for the birth or adoption of a child, unless the date of birth or placement of the adopted child requires leave to begin in less than thirty (30) days, in which case the employee will give as much notice as is practicable.

(b) If the leave request is based on the serious illness of the employee or the employee's family member, the employee shall provide thirty (30) days notice to the Human Resources Director, or if that is not possible, as much notice as is practicable.

(c) The Human Resources Director will require certification as to the medical condition requiring leave, and may also require a second medical opinion if there is reasonable doubt as to the validity of the medical condition. The Human Resources Director may require a recertification of the medical condition and may also require the employee to make periodic reports as to his or her status or intention to return to work.

2. Reinstatement after family and medical leave.

(a) An employee returning to work from family or medical leave will be reinstated to the employee's former position or to an equivalent position with no loss of benefits. If an employee receives pay from their annual, sick, personal or supplemental leave balances during the period of leave, benefits will continue to accrue for the period that pay is received. If the family or medical leave is unpaid, in whole or in part, no benefits will accrue for the unpaid portion of the leave.

b. An employee is entitled to continue to participate in the City's group health insurance program while on family or medical leave, if they are not receiving pay through their leave balances, the employee is required to pay the City's portion of the premium, as well as any portion of the premium the employee is customarily required to pay.

3. Interpretative Guidance.

Any questions concerning the implementation of the family and medical leave rights provided herein will be resolved in accordance with the Department of Labor interim final regulations implementing the Family and Medical Leave Act of 1993, but this chapter will govern in the event that it provides greater benefits.

G. Effective January 1, 1996, all employees eligible for Personal Leave shall be entitled to eight (8) Personal Leave days per calendar year. Personal Leave is intended to be used for personal and sick purposes. However, if an employee has used all of his/her Personal Leave and the employee is too sick to come to work, the employee may request Annual Leave by calling their supervisor at the time normally required for call-in. The employee must talk personally with their supervisor or designee when requesting this permission. The City may require a doctor's note for verification of illness if the employee has abused their leave.

Section 5. Unpaid Leave

A. Union Business. Members of the Union selected by the union to participate in any other Union activity shall be granted a leave of absence at the request of the Union. A leave of absence for such Union activity shall not exceed one month, but it shall be renewed or extended for a similar period at any time upon the request of the Union, subject to a limitation of 60 days during any given calendar year.

B. Education

The City Manager may grant a leave of absence without pay for any employee completing one year of service for educational purposes to improve their skills or to obtain formal education necessary to qualify for other municipal job opportunities. The period of the leave of absence shall not exceed one year.

ARTICLE 22
Health and Welfare Benefits

Section 1: Effective July 1, 1988, the City enacted a Flexible Benefits Program. The purpose of the Program is to allow eligible employees of the City to purchase medical coverage with pre-tax dollars and to permit eligible employees who are covered under another medical plan to receive additional cash payments in lieu of electing medical coverage under the Program.

The program is intended to be a “Cafeteria Plan” meeting the requirement of Section 125 of the Internal Revenue Code of 1954, as amended.

Each employee who has elected medical coverage under the Flexible Benefits Program shall be required to contribute twenty percent (20%) towards the benefit premium cost.

Any employee who has elected to waive medical coverage under the Program shall receive a credit.

Section 2: The Employer agrees to assume the cost of an optical care plan for each employee who has elected optical services under the Flexible Benefits Program.

Section 3: The City may require an annual physical for each employee, and shall assume full cost for such examination.

Section 4: Any employee under the Flexible Benefits Program who has elected to waive optical services coverage and dental coverage shall receive a credit.

Section 5: The City will provide to all employees brochures or memoranda on health and welfare benefits.

Section 6: The union and management shall meet and confer at least sixty (60) days prior to any change in health care carriers. Should any benefits change occur between the current insurance carrier and the City of Bowie, then the Union President and Council Representative shall be notified prior to the implementation of such change.

Section 7: Union Sponsored Insurance: The City will provide payroll deduction for Union sponsored insurance programs, if at least 30% of the Union’s dues paying members sign up for the insurance. The City reserves the right to review and approve the types of insurance offered under this program.

Section 8: Retiree Health Coverage: An employee who retires at or after age 55 and has enough years of service to add to their retirement age and equal “80” can receive health benefits (including prescription). The retiree will pay 50% of the cost and the City will pay 50%. All retirees are eligible for coverage under the City’s vision or dental plans. To receive these benefits, an employee must be at least age 55; and have completed at least 25 years of service with the City; and be retired; and have been covered under the City’s plan immediately preceding retirement. [Note: The number of years of service are added to the employee’s age at time of retirement. These numbers must add up to at least 80. For instance: 55 (age) plus 25 (years of service) = 80; 56 plus 24 = 80; 57 plus 23 = 80; 55 plus 30 = 85; 60 plus 20 = 80; and so forth.] Retiree coverage ends the first day of the month following the date the retiree becomes eligible for Medicare. At that point, dependents not eligible for Medicare may continue coverage under

COBRA, if eligible. The retiree medical plan is renewed on an annual basis. The right is reserved to the City to amend or modify the plan.

Section 9: The City will provide 50% of the premium of a supplemental Medicare plan of the City's choosing to employees with thirty-five years of continuous service with the City of Bowie, and who are Medicare eligible at the time of their retirement. The plan will have a maximum value of \$450.00 per month for ten years. Employee must be employed by the City at the time of retirement in order to be eligible to receive this benefit.

ARTICLE 23
Wages

Section 1: The City of Bowie agrees to a Cost-of-Living increase of 2.3 percent effective July 1, 2024.

Section 2: The City of Bowie agrees to a Cost-of-Living increase of 2.3 percent effective July 1, 2025.

Section 3: The City of Bowie agrees to a Cost-of-Living increase of 2.3 percent effective July 1, 2026.

ARTICLE 24
Longevity Pay

Effective July 1, 2024, the City of Bowie Longevity Pay Plan, which rewards employees for their length of service by providing a cash payment in five-year increments, will be adjusted to the schedule below. Payments will be made during the anniversary month of each 5-year interval:

- Employees with 5 years of service shall receive \$150
- Employees with 10 years of service shall receive \$275
- Employees with 15 years of service shall receive \$400
- Employees with 20 years of service shall receive \$525
- Employees with 25 years of service shall receive \$650
- Employees with over 25 years of service will receive \$650, plus an additional \$125 for each subsequent 5-year service interval. *(For example: an employee with 30 years of service will receive \$650 + \$125 during the month of their 30-year service anniversary. An employee with 35 years of service will receive \$650 + \$250 during the month of their 35-year service anniversary).*

Longevity payments are bonus payments and are not included in the employee's base pay.

ARTICLE 25
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 the issuance of such a decision, the Employer and Union agree to immediately negotiate a substitute for the invalidated Article, Section or Portion thereof.

ARTICLE 26

Training Program

The Employer and the Union shall cooperate in the establishing of an on-the-job training program that encompasses the following:

1. Direct instruction of employees by the employees of the classification under direct management supervision.
2. Cross-training by the lower classifications for different programs.
3. Certification by management of the employee undergoing on-the-job training by recording the completion of the different job skills.
4. The employees undergoing on-the-job training shall make themselves available for the training during their regular working hours.
5. The employer shall ensure the availability of training personnel from the bargaining unit; for the delivery of the program objectives, during working hours providing the productivity of the unit is not interrupted.
6. New Employees - The employer agrees to give introductory training to new employees explaining their benefits, functions, duties and other responsibilities.
7. Notification of Training - The employer will notify the union president and shop steward and the employees of their status regarding requested training in a timely fashion prior to the beginning of such training.

Individual Training Plan: In an effort to expand and make available to City employees more training programs, and opportunities and upward mobility, an Individual Training Plan is being made a part of the annual evaluation process. While this plan can be changed and updated annually, it should be oriented toward long-range career goals.

The employee and supervisor should discuss how additional training may improve the employee's skills in their present position; or how it could prepare him for a different position with the City.

Most short courses and training sessions, which are related to, an employee's present position will be paid for entirely by the City and may be taken during working hours. Two-thirds (2/3) of the costs for college, correspondence, and other long-term courses which improve an employee's skills in their present job, or prepare the individual for a different job, will be reimbursed by the City to the employee after they have successfully completed the course. All such training requests are subject to Departmental approval and financial limitations.

The Human Resources Office, after obtaining and correlating these training requests, will work closely with the various Departments in seeing that these courses are made available to the employees.

ARTICLE 27
Compensable on the job injuries

An employee that sustains a compensable on the job injury may use available hours from their personal, sick, compensatory and/or accrued annual leave balances for up to four-weeks, to supplement the difference between pay received while on worker's compensation leave and their regular rate of pay.

Duration of Agreement

This agreement shall become effective July 1, 2024, and remain in full force and effect until June 30, 2027. It shall be automatically renewed from year to year thereafter, unless either party shall give the other party notice of desire to terminate, modify or amend this Agreement - such notice to be given in writing by certified mail at least sixty (60) days prior to March 31st of each year. Negotiations to modify or amend this Agreement after 1998 shall be completed by March 31st of any year, unless extended by mutual consent, for any changes to be effective July 1st immediately following.

Be it Further Agreed that all contract heretofore established and consummated between the parties are, hereby, dissolved by mutual agreement and that upon the effective date, the Agreement shall become effective and binding upon the City and both bargaining units of Local 1209 inclusive of all members, and shall be known collectively as the City of Bowie - Local 1209, "AFSCME Work Agreement." This shall in no way imply that the individual units may not be treated as separate units of the whole.

This agreement shall be effective July 1, 2024.

Local 1209, AFSCME, AFL-CIO

CITY OF BOWIE



Darrin Thomas, Sr.
Local President



Alfred D. Lott
City Manager



Anthony J. Taylor, Sr.
Local Vice President



Steven W. Haley
Human Resources Director



Hassan Malone
Staff Representative
AFSCME, Council 3



Executive Director
AFSCME, Council 3

Letter Addendum
August 6, 1976

The Honorable
G. Charles Moore
City Manager
City Building
Bowie, Maryland 20715

Dear Mr. Moore:

In light of the assurances given during the negotiations, it is the opinion of the Union that Article 6, Section 2, as currently written in the Agreement does not in any way conflict with Section 67 of the City Charter. In our opinion, the language in the Agreement which say "Promotions shall be made on the basis of the length of service, provided the most senior employee has the ability to meet the qualifications of the position to be filled.", does not contain any factors that would dilute the charter requirements, because in our opinion, the language would obligate the employee not only to possess the necessary qualifications, but also to use these qualifications to perform work at an acceptable performance level.

I hope that this interpretation will satisfy the understanding reached at the bargaining table, because it was and is the policy of this Union that under no circumstances should an employer be required to promote any employee who cannot satisfactorily perform the duties of a higher classification, as required by the City charter.

We have discussed this matter thoroughly with our attorneys, and they agree that our contract language as it stands is in no way in conflict with Section 67 of the charter. Nevertheless, for a better understanding between the parties, we readily agree to the above assurances and are confident that there will be no problems in interpreting the Agreement and its application in the future.

I think that our past performance indicates that the Union has never utilized the grievance procedure on a promotion, and that in light of this it might appear that both parties interpreted the Agreement in the same manner.

May I also call to your attention that when I led the bargaining team in the original negotiations with the City, that this question arose, and it was agreed at that time by all concerned that the contract language did not conflict with the City charter in any way.

Sincerely,

Ernest B. Crofoot
Director, Council 67
AFSCME, AFL-CIO

cc: Herbert J. Belgrad, Esquire
Mr. Clyde Thompson
Mr. Clarence Thomas

G. Charles Moore
Clarence W. Thomas

Randolph J. Forrester
Clyde Thompson

March 19, 1980

Mr. Randolph Forrester
Director of Personnel
City Building
Bowie, MD 20715

During our recent negotiating sessions many areas of concern between the parties were discussed, one of which dealt with the Union's compliance with Article IV, Section 4. I can assure you that this Article has been upheld by myself since taking over the Council 67 and Local 1209's responsibilities in Bowie and this shall continue in the future.

Thank you for bringing this matter to my attention.

Respectfully,

Thomas B. Kelleher
Representative, Council 67
AFSCME, AFL-CIO

cc: President Howard Turner
Rosemary Moore
Sallie Lackey

Old State Grievance Form

Mr. Thomas Kelleher
Council Representative
AFSCME Council 67
901 Russell Street
Baltimore, Maryland 21230

Dear Mr. Kelleher:

This is to confirm our intent to meet during the second quarter of fiscal year 1987 to study the plant operator's positions as they relate to the pay scale. The meeting shall include the Council Representative, Union President and Vice President.

Sincerely,

G. Charles Moore
City Manager