

Introduced by: Councilmember Seamens

CITY OF TAKOMA PARK, MARYLAND

RESOLUTION 2023-37

**RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT BETWEEN
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 3399 AND THE CITY OF TAKOMA PARK, MARYLAND**

WHEREAS, the Negotiating Teams representing the City of Takoma Park, Maryland and the Union representing the City employees who are members of American Federation of State, County and Municipal Employees (AFSCME) Local 3399 have culminated negotiations on a new Agreement covering three years from July 1, 2023 through June 30, 2026; and

WHEREAS, the membership of AFSCME Local 3399 voted in favor of ratifying the Agreement on November 28, 2023; and

WHEREAS, both parties request that funds necessary to implement the Agreement be approved by the Council pursuant to Section 4.08.060 G of the Takoma Park Code; and

WHEREAS, both parties request Council approval of any provisions of this Agreement which conflict with City Code, rule, or regulation pursuant to Section 4.08.060 H of the Takoma Park Code.

NOW, THEREFORE, BE IT RESOLVED THAT the Council ratifies the Collective Bargaining Agreement, effective July 1, 2023 through June 30, 2026 between the City of Takoma Park and the American Federation of State, County and Municipal Employees Local 3399 and authorizes the Acting City Manager to sign the Agreement

Adopted this 6th day of December, 2023.

ATTEST:

A handwritten signature in black ink that reads "Jessie Carpenter". The signature is written in a cursive, flowing style.

Jessie Carpenter, CMC
City Clerk

MASTER AGREEMENT

BETWEEN

**CITY OF TAKOMA PARK
AND
THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES**

**AFL-CIO
AFSCME MARYLAND COUNCIL 3 AND LOCAL 3399**

JULY 1, 2023 TO JUNE 30, 2026

TABLE OF CONTENTS

Article 1 – Purpose	2
Article 2 - Union Recognition	2
Section 1: Deduction Of Union Dues	2
Section 2: Indemnification By Union	2
Section 3: Job Titles	2
Section 4: Right To Information	4
Article 3 - Non-Discrimination	4
Article 4 – Grievances	5
Section 1: Defined	5
Section 2: City Code Grievance Procedure	5
Section 3: Immediate Elevation To Step Three	5
Section 4: Right To Representation	5
Section 5: Policy	6
Section 6: Grievance Procedure	7
Section 7: Binding Arbitration	8
Section 8: Employee Rights Not Limited	8
Article 5 - Stewards/Union Officials	8
Section 1: Recognition	8
Section 2: Steward Listing/Assignment	9
Section 3: Processing Grievances/Meetings	9
Section 4: Meetings	9
Article 6 - Union Business Leave	10
Section 1: Union Conventions And Training Programs	10
Section 2: Workplace Meetings	10
Section 3: Use Of Employer Facilities	11
Article 7 – Leave	12
Section 1: Vacation Leave	12
Section 2: Sick And Safe Leave	14
Section 3: Personal Leave	16
Section 4: Military Leave	17
Section 5: Civil Defense Leave	17
Section 6: Bereavement Leave	18
Section 7: Court Leave	18
Section 8: Job Injury Leave	18
Section 9: Leave Of Absence Unpaid	20
Section 10: Family And Medical Leave	21
Section 11: Voting Time	22
Section 12: Inclement Weather Leave	22
Section 13: Crossing Guard Leave	22
Section 14: Leave Without Pay	22
Article 8 – Holidays	23
Article 9 - Hours Of Work	24
Article 10 - Premium Pay	26
Section 1: Rate	26

Section 2: Meal Allowance.....	29
Section 3: Differentials	29
Section 4: Multilingual Pay Differentials	29
Article 11 - Call In Time/Standby Status.....	30
Article 12 – Seniority	31
Article 13 - Lay Offs And Recall	31
Section 1: Lay-Off	31
Section 2: Recall	31
Article 14 - Reclassifications, Promotions, Transfers, Demotion	32
Article 15 – Visitation	33
Article 16 – Uniforms.....	33
Article 17 - Safety And Health	34
Section 1: Protective Clothing	34
Section 2: Safe Working Conditions.....	35
Section 3: Hazardous Work	35
Section 4: Ergonomics	36
Article 18 - Labor Management Committee	36
Article 19 - Contracting Out	37
Article 20 - Personnel Files.....	37
Article 21 - Discipline & Discharge	38
Section 1: Discipline.....	38
Section 2: Suspensions, Discharges, Or Reduction In Pay	40
Article 22 - Out Of Title Work	40
Article 23 - Career Development.....	41
Article 24 - Position Specification/Work Plans	41
Article 25 - Performance Evaluations	42
Article 26 - Work Rules	44
Article 27 – Notices	45
Article 28 - New Employee Orientation	45
Article 29 - Probationary Period	45
Article 30 – Wages	45
Section 1: Wage Scale	46
Section 2: Market Study Of Municipalities And Reclassification Study	46
Article 31 - Maintenance Of Benefits	47
Article 32 - Health Care Benefits.....	47
Section 1: Health Care Coverage.....	47
Section 2: Dental And Vision	48
Article 33 - Life Insurance	48
Article 34 - Retirement Benefits	49
Article 35 - Management Rights.....	49
Article 36 - No Strike Or Lock-Out.....	50
Article 37 - Savings Clause.....	50
Article 38 - Employee Assistance Plan	50
Article 39 - Employee Recognition Program.....	51
Article 40 - New Technology	51
Section 1: Advance Notice Of Technological Change	51

Section 2: Training.....	51
Section 3: Job Security.....	51
Section 4: Safety And Health.....	51
Article 41 - Duration Of Agreement.....	52
Exhibit A	

ARTICLE 1 PURPOSE

It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation and understanding between the City of Takoma Park, Maryland hereafter known as the Employer, and AFSCME Maryland Council 3, AFL-CIO and hereafter referred to as the Union representing Employees covered by this Agreement, and to ensure full collective bargaining on wages, hours and working conditions.

ARTICLE 2 UNION RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative of all permanent Employees in Bargaining Unit 2 as certified by the Department of Labor & Industry.

SECTION 1: Deduction of Union Dues

The Employer agrees to deduct from the salary/wage of each Employee who has completed and submitted a signed card, personally or through the Union, to the Employer a bi-weekly amount equal to 1/26 of the annual dues. Such withholding for Union dues are to be sent monthly to AFSCME Maryland Council 3. The Union will notify the Employer in writing thirty (30) days prior to any change in such dues.

SECTION 2: Indemnification by Union

The Union agrees to indemnify and hold harmless the Employer from any loss or damages due to payroll errors arising from the operation of this Article and from any service fee dispute between the Union and non-Union member Employee.

SECTION 3: Job Titles

- (a) The Union will represent those Employees who occupy a position in the Employer's classified service that requires work on a continuous basis for a minimum of twenty (20) hours per week; is classified in one of the jobs listed in (b), below; or whose duties are covered by or similar to the job specifications of these titles. Positions covered under this Agreement will not be eliminated or divided into lesser hours solely to avoid qualifying for union status.
- (b) Accounting Assistant, Administrative Assistant, Application and Hardware Administrator, Arts & Humanities Coordinator, Audio Visual Specialist, Building Maintenance Specialist, Code Enforcement Officer, Community Engagement Specialist, Communications Specialist, Crime Analyst, Custodial Crew Leader, Custodian, Customer Service and Passport Technician, Dispatch Supervisor,

Dispatcher, Emergency Preparedness/Policy Research Manager, Equipment Operator, Grants Coordinator, Housing Specialist, Instructional Library Assistant, IT Project Specialist*, IT Systems Specialist, Librarian, Library Associate, Library Manager, Licensing Specialist, Logistics/Payroll Specialist, Mechanic, Parking Enforcement Coordinator, Parking Enforcement Officer, Photo Enforcement Analyst, Planner, Police Records Assistant, Property & Evidence Technician, Records Specialist, Recreation Center Supervisor, Recreation Facilities and Fields Manager, Recreation Program Coordinator, Recreation Programs Manager, Recreation Programs Supervisor, Recreation Specialist, ROW Crew Leader, ROW Maintenance Technician, Sanitation Driver, Sanitation Technician, School Crossing Guard, Senior Accounting Assistant, Senior Planner, Senior Code Enforcement Officer, Special Projects Coordinator, Systems Administrator, Urban Forest Manager, Vegetation Maintenance Technician, Victim/Witness Coordinator, and Video Production Manager.

*IT Project Specialist is a temporary position under ARPA.

- (c) Employees in the following titled jobs are considered as “confidential” or supervisory and as such are not represented by the Union: Accounting Supervisor, Assistant City Clerk, Assistant Recreation Director, Budget & Accounting Manager, Chief of Police, City Engineer, City Manager, Community Development Manager, Construction Manager, Deputy City Manager, Deputy Chief of Police, Deputy Director of Public Works, Director of Housing & Community Development, Director of Communications/City TV, Director of Council Affairs/City Clerk, Director of Finance, Director of Housing & Community Development, Director of Human Resources, Director of Information Technology, Director of Public Works, Director of Recreation, Equipment Maintenance Supervisor, Executive Assistant, Facility Maintenance Supervisor, Human Resources Coordinator, Human Resources Generalist, Library Director, Public Information Manager, Police Captain, Police Lieutenant, Police Sergeant, Policy and Data Analyst, ROW Supervisor, Sanitation Supervisor, Senior Police Captain, Sustainability Manager, and Vegetation Maintenance Supervisor. The positions of Police Corporal, Police Private, Police Private First Class, and Police Recruit are not represented by the Union.
- (d) If a person, meeting the requirements of (a), above is hired, promoted to, or reclassified to a position not listed in (b) or (c), above, management will inform the Union and together they will reach a mutual agreement relative to whether or not the position is to be represented by the Union.
- (e) The Employer and the Union agree that the Labor Management Committee will discuss whether newly created positions at the City should be included or excluded from the bargaining unit. Unless otherwise agreed, the committee will meet quarterly.

SECTION 4: Right to Information

The City shall furnish to the Union monthly a list, in Excel or equivalent format, of all employees in the bargaining unit. This list shall provide the name, job title, department, pay grade and step, hire date, position number, work location, bi-weekly dues amount, work e-mail address, work phone number, mailing address, and rate of pay of each bargaining unit employee. The City shall also provide to the Union monthly a list of changes in bargaining unit positions that involve new hires, lateral transfers, leaves of absence, separations, promotions, and retirements. The City shall provide to the Union quarterly a summary of health benefits designations for Employees.

ARTICLE 3 NON-DISCRIMINATION

- (a) The provisions of this Agreement will be applied equally for all members of the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political or religious affiliation, sexual preference, gender identity, family responsibilities, physical or mental disability, genetic status, or Union activity.
- (b) The parties mutually commit themselves to promote the full realization of equal employment opportunity through a continuing affirmative action program.
- (c) The provision of this Article will be subject to the negotiated grievance procedure. However, should the grievance procedure fail to produce a resolution of any grievance arising under this Article, the grievance will not be subject to arbitration, but will be referred to the appropriate government agency having jurisdiction.
- (d) The Employer agrees that Employees will not be harassed or discriminated against for exercising their right as citizens, Union members, or for any other reason.
- (e) All reference to Employees in this Agreement designate both sexes, and whenever the male gender is used it will be construed to include both male and female Employees. The term Employees will mean bargaining unit Employees.
- (f) The Employer agrees to provide the Union with updates of the Diversity Strategic Plan and make it available to all Employees covered under this agreement. The EEO complaint regulations and procedures will be published, posted and distributed to each Employee as well as included in the Diversity Strategic Plan. It is understood that official time for preparation and preparation for resolution of a grievance/complaint pertaining to this article will be granted upon request.

ARTICLE 4 GRIEVANCES

SECTION 1: Defined

A grievance is defined as a dispute between the Employer and the Union alleging that an Employee has been aggrieved by: (a) violation of an express provision of this Agreement; (b) violation of a written City of Takoma Park personnel policy; (c) violation of written work rules and practices; (d) violation of past practice established or continued after the effective date of this Agreement; (e) violation of laws, rules, or regulations that apply to Employees; and/or (f) inequitable application of any of the provisions listed above.

SECTION 2: City Code Grievance Procedure

An aggrieved Employee may, as an alternative to the grievance procedure established in this Article 4, use the grievance procedure provided under the City Code to the extent permitted under the City Code. An Employee shall not be permitted to use both this Agreement's grievance procedure and the City Code grievance procedure to challenge the same action.

SECTION 3: Immediate Elevation to Step Three

Cases involving suspension, discharge, or alleged unreasonably hazardous situations initially will be processed at Step Three.

SECTION 4: Right to Representation

- (a) No bargaining unit Employee will be disciplined, or formally counseled without a steward present if so requested by the Employee. Formal counseling is defined as performance or behavior counseling which results in a written record of the session being placed in the Employee's official personnel file.
- (b) Should an Employee believe that a need has arisen for an immediate meeting with a shop steward or other Union representative he will be allowed to do so only after requesting permission from their immediate supervisor. The Employee will be allowed reasonable time during working hours to meet, with no loss of pay or benefits. Such request will be granted so long as it does not unreasonably interfere with the performance of the Employee's work or the operations of the City.
- (c) If an Employee believes that an assigned task is illegal or unsafe, the Employee will not be denied an opportunity to make an immediate phone call to a Union representative prior to performing the task.

SECTION 5: Policy

- (a) The parties recognize and agree that the Employer and the Union will make every effort to resolve all disputes in a fair and equitable manner. The resolution of a dispute or other problem will be consistent with the terms and conditions set forth in this Agreement.
- (b) Grievances must be filed within the time frames specified in this Article. Grievances not filed or appealed in a timely manner will be considered resolved based on the Employer's last action. Grievances that have not been responded to by the Employer within the time frames set forth in this Article will be moved to the next step in the contractual procedure. When the next step is binding arbitration and the Employer does not respond within the established time frame, the Union will notify the Employer in writing that it plans to proceed to binding arbitration unless the Employer responds to the grievance within ten (10) working days. If the Employer again fails to respond to the grievance, and the Union proceeds to arbitration, the Employer will bear the full cost of the arbitration.
- (c) The parties may, by mutual agreement, waive certain steps, and/or extend stated time frames. Such mutual agreement will be reduced to writing and signed by the parties prior to the expiration of said time frame. Grievances may, by mutual agreement of the parties, be advanced to any step.
- (d) The Local President or their designee may file a grievance. A grievance must identify: (i) the Employee or Employees aggrieved; (ii) the alleged violation; and (iii) the remedy sought. Class grievances may be permitted when the grievance involves (i) multiple employees; (ii) the same underlying facts and issues; and (iii) the same alleged violations of this Agreement. Class grievances will be processed beginning at Step 3 of the grievance procedure. Decisions regarding the outcome of class grievances may vary.
- (e) At each step of the grievance procedure, the Employee is entitled to representation by a Steward, Local Union President, or Local Union Officer unless the Employee objects to such representation. At Step Three the Employee is entitled to one additional Employee representative (e.g., Chief Shop Steward, Local President). The Employer recognizes and will deal with authorized Council 3 representatives at any step. If an Employee objects to representation, the Union may still have a representative present at any step to observe the meeting.
- (f) Where the Department Head is an Employee's immediate supervisor, grievances will be initiated at Step One of the following procedure. If there is no resolution at Step One, the grievance will move to Step Three.

SECTION 6: Grievance Procedure

- (a) It is the intention of the parties to avoid filing unnecessary grievances. The parties will attempt to resolve an Employee's concerns prior to the filing of a formal written grievance. If a grievance cannot be resolved through informal discussion with an immediate supervisor it shall be processed as follows.
- (b) **Step One:** This Step One procedure will, at a minimum, involve the Employee's Steward and the Employee's immediate supervisor. Information about the grievance will be submitted in writing to the Employee's immediate supervisor within ten (10) working days of the occurrence that gave rise to the grievance or within ten (10) working days of the time the Employee should reasonably have been expected to have knowledge of the occurrence that gave rise to the grievance. The supervisor will, within ten (10) working days of receipt of the written submission, meet with the steward and the Employee for the purpose of discussing and resolving the grievance. The immediate supervisor will, within ten (10) working days of the meeting, respond to the steward in writing addressing the issues raised by the grievance. This Step One procedure will occur during normal working hours exclusive of lunch or break times. The steward will be provided a reasonable period of time to investigate and document the Employee's problem in this and all successive steps of the grievance procedure.
- (c) **Step Two:** If the grievance is not resolved at Step One, an appeal may be submitted in writing no later than ten (10) working days from receipt of the immediate supervisor's written response to the Employee's Department Head, or their designee. The Department Head or their designee will, within ten (10) working days from receipt of the grievance, meet with the Steward for the purpose of resolving the grievance. At the Union's discretion, present at the meeting may be the Employee, Steward, or the Local Union President, and reasonable and necessary witnesses for the Employee. The Department Head or their designee will respond in writing to the Union within ten (10) working days of the meeting.
- (d) **Step Three:** If the grievance is not resolved at Step Two, an appeal may be then filed in writing with the City Manager, or designee, within ten (10) days from receipt of the Step Two response. The City Manager, or designee, will, within ten (10) working days from receipt of the appeal, schedule a hearing at a mutually acceptable time and date. The City Manager or their designee will respond to the Union in writing within ten (10) working days of the hearing. At the Union's discretion, present for the Union at the hearing may be the Employee, Chief Steward, or Local President, and reasonable and necessary witnesses for the Employee.

SECTION 7: Binding Arbitration

- (a) Should the grievance not be resolved at Step Three, the Employee may request arbitration of the grievance by a neutral third party or the Local President may request arbitration for a class grievance. The decision whether to proceed to arbitration will rest solely with the Union. Arbitration will not occur without a formal written request to the City Manager by the Union within twenty (20) working days from receipt of the Step Three response. The Employer will in all cases comply with the request for Arbitration.
- (b) The Arbitrator will be selected within ten (10) working days of a request per Subsection (a) above from a list of practicing Arbitrators mutually agreeable to the parties. In the event the parties cannot agree upon an Arbitrator within ten (10) working days of a Subsection (a) request, each party will choose one (1) Arbitrator satisfactory to the party, and the resulting two (2) Arbitrators will choose one (1) Arbitrator other than themselves to hear the dispute.
- (c) Costs of the Arbitration, except as provided for in Section 5(b) above, will be borne equally by the parties and the Arbitrator's decision will be final and binding on the parties. The Arbitrator will in no event be empowered to change or modify any language in this Agreement. The Arbitrator will limit their decision to resolution of the dispute based on the facts of the case presented, their interpretation of the contract, and appropriate arbitration cases, not limited to this unit, along with other relevant information.

SECTION 8: Employee Rights Not Limited

Nothing in this Agreement limits the right of an Employee to utilize procedure(s) or seek remedy(ies) pursuant to local, state or Federal law, except as provided in Section 4.2 of this Article.

ARTICLE 5 STEWARDS/UNION OFFICIALS

SECTION 1: Recognition

- (a) The Employer recognizes and will deal with all Union representatives including but not limited to Stewards, Council Representatives and the Local President or their designee in all matters relating to grievances and interpretation of this Agreement.
- (b) "Union Representative" means any person designated or elected by the Union to officially represent its members, including full time paid staff of the Council and International Union.

SECTION 2: Steward Listing/Assignment

A written list of stewards (no more than 15) will be furnished to the Employer within thirty (30) days of the execution of this Agreement. The Union will notify the City Manager within fourteen (14) days of any changes in this listing.

SECTION 3: Processing Grievances/Meetings

Union Stewards and the Local Union Officers (President, Vice President, Treasurer, Secretary, and each of the three Trustees) recognize that their primary responsibility during work hours is to the Employer and their work for the Employer. After providing notice to their immediate supervisor and Department Head, a Steward or Local Union Officer will be allowed reasonable time during working hours with no loss of pay or benefits to investigate and settle grievances, confer with management regarding union issues, and attend workplace meetings (Labor Management Meetings, Negotiating Meetings, Grievance Meetings), so long as they provide advance notice to their immediate supervisor and Department Head. Advance notice shall be 24 hours' notice or as soon as possible if the need for this time is not known more than 24 hours in advance.

The Employer may deny time under this Section where the release time will interfere with the efficient operation of the Employer. Such requests will not be unreasonably denied. However, it is understood that work needs may justify the denial of release time. Such time will not be chargeable to any leave time. Such release time shall be arranged in a manner which causes the least disruption of, or interference with, the operations of the Employer, its employees, and supervisory personnel. If the time provided under this Section is not a sufficient amount of time that is needed by Local Union Officers and Stewards, then the Union and the Employer will meet to discuss the amount of time that is required. If the Employer denies release time under this Section, the subject meeting underlying the need for release time will be rescheduled in a manner that permits the Steward or Local Union Officer to perform their duties relative to that meeting and to a date and time that is mutually agreeable to the Employer and the Steward or Local Union Officer. The Employer and the Union, however, recognize that time is of the essence and delays shall not be unreasonable.

SECTION 4: Meetings

The Employer agrees to schedule meetings with the Union, including but not limited to grievance meetings/hearings, arbitrations, negotiations and Labor-Management meetings during normal working hours. Employees who participate in these meetings will suffer no loss of pay or benefits nor be discriminated against for attending or participating in such meetings. If the meeting relates to an employee grievance, the meeting will be scheduled during the grievant's normal working hours unless all parties agree to a different time. If no union representative is scheduled to work during the grievant's shift, the Union President or a shop steward may clock in for the time spent at the grievance meeting.

ARTICLE 6 UNION BUSINESS LEAVE

SECTION 1: Union Conventions and Training Programs

The Employer will allow two (2) bargaining unit members, inclusive of Local Union Officers and Stewards, to attend Union International and Council conventions. The Employer will be notified in writing of the name of the attendee thirty (30) days prior to the start of the absence. The Employer will also approve twenty-four (24) hours per year of Administrative Leave for each Union Officer (President, Vice President, Secretary, Treasurer, and each of the three Trustees) and Stewards to attend Union sponsored training programs. The Employer will be notified of the name of the attendees in writing ten (10) days prior to the start of a training session, and of the length of the absence.

SECTION 2: Workplace Meetings

Subject to the provisions of Article 5 and the provisions contained in this Article, the Employer agrees that during working hours, on the Employer's premises or via telework, and without loss of pay, Union representatives will be allowed to:

- (a) Prepare for and attend Labor Management Committee Meetings. Union members on these committees will be provided reasonable time each month to prepare for these meetings. Such release time may be taken provided prior notification of the time, including the amount of time initially anticipated, is given to and is not denied by their immediate supervisor and Department Head. The Employer may deny time under this Section where the release time will interfere with the efficient operation of the Employer. Such requests will not be unreasonably denied. However, it is understood that work needs may justify the denial of release time. Preparation for these meetings will be paid time so long as the preparation takes place during the Employee's regular working hours. Time spent at Labor Management Committee meetings will be paid time. The Union may request additional time for preparation purposes and such requests will not be unreasonably denied so long as the additional time sought is reasonable, necessary, and does not interfere with Employer operations. If the Employer denies release time under this Section, the subject meeting underlying the need for release time will be rescheduled in a manner that permits the Steward or Local Union Officer to perform their duties relative to that meeting and to a date and time that is mutually agreeable to the Employer and the Steward or Local Union Officer.
- (b) Prepare for and attend Negotiating Meetings. Union members on the Union's negotiations team will be provided reasonable and necessary time during Employee working hours to prepare for negotiations in the 45 days prior to the expiration of this Agreement and while negotiations are ongoing. Such release time may be taken provided prior notification of the time is given to and is not denied by their immediate supervisor and Department Head. The Employer may deny time under this Section

where the release time will interfere with the efficient operation of the Employer. Such requests will not be unreasonably denied. However, it is understood that work needs may justify the denial of release time. So long as the time spent preparing for negotiations is during the workday, Employees will suffer no loss in pay for such preparation. Time spent by Employees in negotiations will be paid time.

At least 45 days prior to the expiration of this Agreement, the Union President will provide the Employer with a list of persons on the Union's negotiations team.

Where more than two (2) Employees from one department are on the Union's Negotiation Team, bargaining sessions will be scheduled to avoid disruption to the Employer's operations.

- (c) Union Leadership Committee. The Employer will permit Local Union Officers (President, Vice President, Secretary, Treasurer, and each of the three Trustees) and the Chief Shop Steward one and one-half (1.5) hours each month, without loss of pay, to attend Union Leadership Committee meetings. Such release time may be taken provided prior notification of the time, including the amount of time initially anticipated, is given to and is not denied by their immediate supervisor and Department Head. The Employer may deny time under this Section where the release time will interfere with the efficient operation of the Employer. Such requests will not be unreasonably denied. However, it is understood that work needs may justify the denial of release time. Attendance at these meetings will be paid time so long as the meeting takes place during the Employee's regular working hours. The Union may request additional time for these meetings and such requests will not be unreasonably denied so long as the additional time sought is reasonable, necessary, and does not interfere with Employer operations. If the Employer denies release time under this Section, the subject meeting underlying the need for release time may be rescheduled in a manner that permits the Local Union Officers and Chief Shop Steward to perform their duties relative to that meeting and to a date and time that is mutually agreeable to the Employer and the Steward or Local Union Officer.

SECTION 3: Use of Employer Facilities

The Union is permitted to use City facilities and email for Union-related business and meetings so long as such use is consistent with City policies and practices regarding such use.

ARTICLE 7 LEAVE

SECTION 1: Vacation Leave

- (a) Employees will earn vacation leave days on a pay period basis based on years of service with the Employer, calculated from the Employee's initial hire date and the earned leave becomes available for the Employee's use at the end of each month. Employees will not be eligible for vacation leave unless they have completed ninety (90) days of continuous employment.

- (b) Full-time Employees will earn vacation leave based on the following schedule:

Length of Service	Pay Period	Annual
0 to 5 years	3.692 hours	12 days
Over 5 to 10 years	5.538 hours	18 days
Over 10 years	7.384 hours	24 days

Part-time Employees earn vacation leave on a *pro rata* basis.

- (c) Except in emergency situations, vacation leave will be requested as follows:

<u>Amount of Leave</u>	<u>Advance Notification Required</u>
2 - 4 days leave	Two (2) working days in advance
5 or more days leave	Five (5) working days in advance

- (d) The approval or disapproval of leave of one (1) day or less will be at the supervisor's discretion. Employees must notify their supervisor at least one (1) hour prior to their scheduled starting time under this Section. Requests will not be unreasonably denied. This provision does not preclude Employees from using vacation leave for no more than 30 minutes to "top off" their hours at the end of a workday, for a total of no more than one hour in a work week.
- (e) Vacation requests will be made in writing to the immediate supervisor. Written vacation requests for leave will be approved or disapproved within five (5) working days of receipt by the supervisor. Request for vacation leave will not be accepted more than six (6) months prior to the actual starting date of the leave; in exceptional circumstances, requests for vacation leave may be made more than six (6) months in advance in order to establish priority for consideration.
- (f) Vacation requests will not be unreasonably denied. Such denial will be subject to the provisions of the grievance procedure as specified in this Agreement.
- (g) Vacation approval will not be subject to revocation except in cases of an emergency or disaster.

- (h) Employees may only be called in to work while on vacation in the event of an emergency or disaster. The Employee will have the vacation time worked restored to their vacation accrual for use at a later time.
- (i) Full-time Employees may accumulate two hundred forty (240) hours of vacation leave days; part-time Employees accumulate leave on a *pro rata* basis.
- (j) Within one month of separation from employment for any reason, Employees will be paid for all accrued but unused vacation time.
- (k) Employees on vacation leave on the day of an early closing will only be charged for the time they would have worked had they reported to work on the early closing day.
- (l) Vacation leave may be taken in increments of minutes, although requests for leave may be made in day, hour or partial hour amounts.
- (m) Any holiday as defined in this Agreement that falls within an Employee's scheduled vacation will not be counted as a day of vacation.
- (n) An Employee whose vacation approval is subsequently revoked per Subsection (e) above or who is called in from vacation pursuant to Subsection (f) above will be reimbursed by the Employer for the costs of any reservations that were made subsequent to the approval of their vacation request, provided that the Employee provides proof of the incurrence of such costs and such costs are non-refundable from the reservation agent, hotel, airline, etc.
- (o) Employees who become ill, are injured, or are hospitalized while on vacation leave will be permitted to use sick leave in lieu of vacation leave for the duration of the illness, injury or hospitalization provided:
 - (i) A written request to do so is submitted to the Employer within ten (10) working days of the end of that Employee's approved vacation leave; and
 - (ii) The request is accompanied by a doctor's certificate specifying the nature and duration of the Employee's illness, injury and/or hospitalization.
 - (iii) This provision is not intended to cover minor illnesses or injuries.
- (p) Employees may request to use advance vacation leave up to the amount they would accrue to them during the calendar year in which they use the leave. Approval is at the discretion of the City Manager.

SECTION 2: Sick and Safe Leave

- (a) The Employer recognizes that an Employee may occasionally need to take leave from work because of injury, illness, maternity or paternity leave, domestic violence, sexual assault, or stalking, as those terms are used in the Maryland Healthy Working Families Act. As a result, sick and safe leave with pay will be granted to an Employee consistent with this Section 7.2.
- (b) Effective January 1, 2021, full-time Employees will be front loaded 120 hours of sick and safe leave on January 1 of each year. There will be no limit to the accumulation of sick and safe leave. Part-time Employees will be front loaded sick and safe leave on a *pro rata* basis on January 1 of each year. Employees will not be paid for accumulated unused sick and safe leave at the time of termination of employment. For new employees, a *pro rata* amount of sick and safe leave will be frontloaded based on the date of hire. An employee hired between the 1st and 15th of the month will receive ten (10) hours (or the *pro rata* amount for part-time employees) for that month. An employee hired after the 15th of the month will receive five (5) hours for that month (or the *pro rata* amount for part-time employees).
- (c) Sick and safe leave may be taken in minute increments, although requests for leave may be made in day, hour or partial hour amounts.
- (d) The Employee will make every attempt to contact his immediate supervisor or the supervisor's designee (*i.e.*, Secretary, Foreman, etc.) within one (1) hour (post or prior) to the time the Employee would normally be expected to report for work or within one (1) hour of the time that Department's Office hours begin, whichever is earlier. If an Employee is unable to contact his supervisor or the supervisor's designee, the Employee must leave a message with his or her supervisor by voicemail, email or text, as is available and requested by the supervisor. Employees who are Police Dispatchers will telephone the on-duty shift supervisor at a minimum of one (1) hour in advance of their normal reporting time for their assigned shift.
- (e) Employees may use accrued sick and safe leave in accordance with the provisions of the Maryland Healthy Working Families Act, and if an absence is due to quarantine, required physical or dental examinations or treatments, exposure to a contagious disease when continued work might jeopardize the health of others, or for an immediate family medical emergency.
- (f) For purposes of this Section, "family member" has the meaning set forth in the Maryland Healthy Working Families Act, and further includes:

- (i) Domestic partner.
 - (ii) Persons other than family members under the same roof: Sick and safe leave may be granted when there is a demonstrated need for the Employee to be present to care for another person with whom he resides.
 - (iii) Legally related persons, other than family members, not under the same roof: Sick and safe leave may be granted when there is a demonstrated need for the Employee to be present to care for a legally related person residing outside the Employee's domicile.-
- (g) In the case of chronic or significant illness, the Employer may require a licensed medical practitioner's certificate as to the nature of the illness and as to the Employee's physical capacity to resume their duties. The certificate will indicate dates of treatment and the diagnosis and prognosis if the Employee's absence qualifies as Family and Medical leave under Section 10 of this Article 7.
 - (h) Use of sick and safe leave for four (4) or more consecutive days will be supported by a licensed medical practitioner's certificate or other written verification acceptable to the Employer. Employees will not be required to provide a certificate for absences of three (3) consecutive days or less, except to explain work-related restrictions.
 - (i) An Employee may be required to submit to a medical examination at the Employer's expense to determine fitness for duty when a supervisor reasonably believes that the Employee's physical or mental condition may render the Employee unable to perform the duties of the Employee's position or endanger the health or safety of others.
 - (j) An Employee who shows a pattern of using sick and safe leave the day before or the day following a holiday or following a vacation day more than two (2) times in a twelve (12) month period, may be placed on sick and safe leave restriction. Employees who are on sick and safe leave restriction are required to provide satisfactory written explanation of any absence charged to sick and safe leave unless leave is supported by a physician's certificate or other documentation acceptable to the City. Sick and safe leave abuse will not be tolerated and will directly reflect on performance reviews. Continued undocumented use of sick and safe leave, where documentation is permitted by the Maryland Healthy Working Families Act, may be cause for disciplinary action to include termination of employment. An Employee who works for six (6) consecutive months without undocumented sick and safe leave will be taken off of sick and safe leave restriction.

- (k) Should a workplace closing occur due to inclement weather while an Employee is on sick and safe leave, the Employee will only be charged for that portion of the day he normally would have been required to work.
- (l) At least once each calendar year the City will provide an open enrollment period during which employees may voluntarily join the sick leave bank for eligible employees, consistent with the procedures established by the City. The City will provide the Union an opportunity to provide feedback on sick leave bank procedures prior to implementation.

SECTION 3: Personal Leave

Employees are entitled to personal leave days on an annual basis, which will be earned and used in the year earned as follows:

Length of Service	Number of personal days
0 - 5 years	2
Over 5 - 10 years	3
Over 10 - 15 years	4
Over 15 - 20 years	5
Over 20 + years	6

The Employer recognizes that Employees may have reason to use a day of personal leave on short notice. An Employee should contact their supervisor as soon as the Employee has knowledge of the intent to use a personal leave day. At the very least, employees must notify their supervisor within one (1) hour prior to the time the Employee would normally be expected to report for work. Requests will not be unreasonably denied.

Requests for more than one consecutive personal day must be made in writing to the Employee's immediate supervisor, or designee, using a Leave Request Form. Written requests for more than one consecutive personal day will be approved or disapproved within two (2) working days of receipt by the supervisor. Department Heads may waive this requirement at their discretion.

Effective July 1, 2020, Crossing Guards who have completed their probationary period, are entitled to a prorated personal leave day on an annual basis, which will be earned and used in the year earned. A Crossing Guard is not entitled to more than one prorated personal leave day.

Requests will not be unreasonably denied.

Personal days may be used in minute increments, although requests for leave may be made in day, hour or partial hour amounts.

SECTION 4: Military Leave

- (a) The Employer will grant an authorized absence to an Employee who elects, or is required, to perform service in the uniformed services, to the full extent required by the Uniformed Services Employment and Reemployment Rights Act (USERRA). An individual Employee's service limitations, available benefits, and reemployment rights will be determined in accordance with applicable provisions of this law.
- (b) A full-time Employee called to active duty during the duration of the "National Emergency with Respect to Certain Terrorist Attacks," which started on September 11, 2001, is entitled to receive from the City a supplement to the pay and allowances received from the military. The amount of the supplement is the difference between the Employee's City salary and the salary and allowances paid by the military for the period of active duty. This benefit will terminate upon determination by the Federal Government that the crisis is over and/or the individual is released from active duty.
- (c) An Employee who is a member of an Armed Forces Reserve organization or National Guard will be granted two calendar weeks per year for military leave, with the City paying the difference between the Employee's City salary and the salary and allowances paid by the military. The difference will be paid upon completion of the leave of absence and upon the Employee submitting a claim for the difference along with documentation of pay and allowances received from the military. On rare occasions, due to annual training being scheduled on a federal fiscal year basis, an Employee may be required to attend two (2) periods of training in one (1) calendar year. On this occasion only, an Employee will be granted an additional ten (10) days of military leave during the same year. If such duty is required beyond these ten (10) work days, the Employee will be eligible to take accumulated vacation leave or be placed in a leave without pay status.

SECTION 5: Civil Defense Leave

- (a) No Employee may be discharged by reason of the Employee's participation in civil defense, civil air patrol, volunteer rescue squad, or volunteer fire department activities which are in response to an occurrence declared an emergency by the Governor at the request of the Employer.
- (b) The Employee must submit written proof of their required participation. Employee will not remain in a pay status during the Employee's participation but may request annual leave.

SECTION 6: Bereavement Leave

- (a) Three (3) consecutive working days leave with pay will be granted upon request in the event of a death in an Employee's immediate family. Immediate family, for the purpose of Bereavement Leave, is defined as: father, mother, siblings, spouse, children, domestic partner, step family, father-in-law, mother-in-law, legal guardians, primary care giver (person who served in a role of parent or guardian without legal status), or other dependents, grandparents, grandchildren, aunts and uncles, and nieces and nephews. A qualifying event for bereavement leave also includes miscarriage, still birth, pregnancy loss, and loss incurred due to fertility treatment. In addition to the three (3) consecutive working days of leave with pay, Employees will be afforded two (2) unpaid Bereavement Leave days to be taken consecutively with the three (3) days of paid Bereavement Leave. Employees may choose to use available paid leave during the two (2) unpaid Bereavement Leave days.
- (b) In the event the deceased relative currently lived in the same household as the Employee making the request, the deceased will also be considered to have been a member of the immediate family. Bereavement leave for other relationships may be considered on a case by case basis.
- (c) Employees who require additional time off beyond the stated time may request additional reasonable time off charged to vacation. Such requests will not be unreasonably denied.

SECTION 7: Court Leave

- (a) Any Employee who is required to serve as a juror in court will be allowed the time as needed with pay and without charge to any accrued leave time. Said Employee will be paid their regular salary.
- (b) Any employee subpoenaed by a County, State or Federal court will be allowed time needed with pay and without charge to any leave time. Said Employee will be paid their regular salary. No Employee will be discharged solely because the Employee answered a lawful subpoena.

SECTION 8: Job Injury Leave

- (a) Any City Employee who sustains an injury or contracts an occupational disease directly through the performance of their work will be entitled to injury leave. Employees are responsible for informing their supervisor of all job related injuries as soon as possible following the injury. An Employee who utilizes injury leave will receive pay in the amount determined by the Workers' Compensation

Commission and as paid by the Employer's Workers' Compensation Insurance Carrier without charge against the Employee's annual or sick leave account, subject to the following conditions:

- (i) The disability must be compensable under the State Workers' Compensation Act.
- (ii) The disability must be temporary in nature.
- (iii) Payment of injury leave will be contingent upon the assignment of Workers' Compensation Insurance to the Employee for the period of injury leave.
- (iv) An Employee who may be eligible for injury leave will have the first three (3) days of absence from work charged to sick leave. Continuous absence beyond three (3) days will be cause for granting injury leave. Continued absence beyond twenty-eight (28) days will be cause to credit the Employee's sick leave with three (3) days.
- (v) The Employee will be subject to a temporary job-reassignment for the period of the disability without change in pay status, provided the Employee is unable to discharge the duties and responsibilities of their assigned position, and subject to a physician's approval, is able to perform the duties and responsibilities of the position to which they are temporarily reassigned. Refusal to accept job reassignment will terminate the Employee's eligibility to receive injury leave. Should an Employee elect not to accept temporary job reassignment, their employment with the Employer may be terminated, unless the Employee is also on FMLA leave. A temporary job-reassignment is defined as part-time or full-time duties that are consistent with medical advice provided by the attending physician and is limited to the time period specified in the attending physician's statement, which cannot exceed thirty (30) calendar days. The physician must submit an additional medical statement to extend the temporary duty assignment.
- (vi) At the Employer's expense, the Employer may require the Employee to report for a fitness for duty examination by a physician of the Employer's choice in order to determine the Employee's ability for temporary reassignment, or return to their assigned position, or for any other reason.
- (vii) The Employee is responsible for insuring that the Employer is kept aware of any and all changes in the Employee's condition or availability for work. The Employee is responsible for obtaining written documentation from a certified medical authority to verify all absences from work related to the injury or illness. Unless incapacitated, an Employee must update

their supervisor at least on a bi-weekly basis as to their condition. The employee must provide the supervisor with all medical certifications and/or changes pertaining to the ability to return to duty or restrictions to duty and for providing any changes in a prompt manner. Employees may personally deliver, send by e-mail, or may mail written documentation to the supervisor.

- (viii) The granting of injury leave will in no instance exceed six (6) months (except with special approval of the City Council).
 - (ix) Annual leave and sick leave earnings and accrual will remain unchanged.
 - (x) The Employee is responsible for making timely payments to the Finance Office to cover deductions that are normally withheld from pay for health insurance, retirement, and similar deductions.
- (b) If an Employee has a permanent medical condition that arose from a work related injury or illness as determined by the Workers' Compensation Commission and that prevents the Employee (even with reasonable accommodation) from performing the essential functions of their regular job (including the inability to wear protective equipment), then the worker will be considered for transfer to an available job for which the worker is fully qualified and for which the Employer can make reasonable accommodation to compensate for the Employee's disability, consistent with the requirements of the Americans with Disabilities Act. If a position is vacant and has not been posted, the employee will be considered for transfer to the position before it is posted. The transfer will be made without the Employee losing benefits or seniority. Any adjustment in pay will be made in accordance with the provisions of the City Code regarding a reduction in grade for non-disciplinary reasons.

SECTION 9: Leave of Absence Unpaid

- (a) Employees may be granted leave of absence without pay for a period of up to one (1) year.
- (b) A leave of absence without pay may be granted for education, child rearing, maternity, paternity, family care, or verifiable emergencies that may arise and cannot be managed in any other reasonable manner.
- (c) An Employee wishing to take leave without pay will so request, in writing, to the Employer at least sixty (60) days prior to the anticipated start of such leave. The Employer will respond in writing within thirty (30) days from receipt of the Employee's request.
- (d) Leave of Absence without pay will not be unreasonably denied. If denied, the

reason for denial will be clearly stated in writing by Employer in its response per (c) above.

- (e) Upon return to paid status from an authorized unpaid leave of absence, the Employee's prior service will be credited for the purpose of determining seniority.
- (f) Upon completion of an authorized unpaid leave of absence, the Employee will be returned to the position he held at the time the leave of absence began, provided the position is available. Should the same position not be available, the Employee will be assigned to another position with the Employer for which he is fully qualified. The Employee's rate of pay upon return will be at the same grade and step held at the start of the leave of absence but according to the rate of the authorized scale existing at the time of return. The time of the leave of absence will not count towards determining eligibility for merit step increases.

SECTION 10: Family and Medical Leave

- (a) In accordance with the Family Medical Leave Act of 1993 ("FMLA") the Employer will provide eligible employees who have been employed by the Employer for twelve (12) months with leave pursuant to the provisions of this Section 10.
- (b) An Employee's available paid leave shall run concurrently with any FMLA leave.
- (c) For purposes of determining an employee's leave entitlement under the FMLA, the twelve (12) month period immediately preceding the commencement of leave under the FMLA shall be the applicable measuring period.
- (d) Generally, FMLA leave may be taken for the birth, adoption, or placement in foster care of a child; an Employee's serious health condition; the serious health condition of an immediate family member; for exigent circumstances related to an immediate family member's call to active military service; or to care for an immediate family member who is injured in the line of duty as a service member. Employees should consult Human Resources regarding the specific requirements of FMLA leave entitlement.
- (e) For purposes of this Section 10, "immediate family member" means father, mother, sibling, spouse, child, domestic partner, step child, step parent, father-in-law, mother-in-law, legal guardian, or any other dependent with a serious health condition.
- (f) At the conclusion of FMLA leave, an Employee is entitled to return to the same position, or to a position with equivalent pay, benefits, and terms and conditions of employment, to the extent provided by the FMLA.

- (g) Each Employee on unpaid leave under the FMLA shall remain responsible for paying the Employee share of the premium for coverage elected by the Employee under Article 32 of this Agreement and shall directly submit to the Employer, not later than the Employee's normal payday, the amount of premium owed by the Employee, unless other arrangements are approved by the Employer. If the Employee fails to timely remit premium payments as required, the Employer shall make such payments on behalf of the Employee and, after the Employee's return from such leave, shall deduct (from wages payable to the Employee) two times the amount that would otherwise be deducted pursuant to Article 32 of this Agreement, until the entire amount paid by the Employer on behalf of the Employee has been repaid.

SECTION 11: Voting Time

- (a) Employees will be allowed to take up to two (2) hours off with pay to vote on any day an election for public office is held and on any day a primary to select candidates for elective office is held.
- (b) Voting time is not chargeable to any accrued leave time.
- (c) An Employee must be a registered voter to request voting time.

SECTION 12: Inclement Weather Leave

Each time City offices are closed due to inclement weather, Employees who are not required to report to work or to continue working, will receive normal compensation for the hours they would have worked had City offices remained open. Leave under this Section 7.12 will not be charged to the Employee. Employees who are required to work when City offices are closed due to inclement weather will be compensated in accordance with Article 10 of this Agreement.

SECTION 13: Crossing Guard Leave

Crossing Guards earn leave during the months in which they work at the part-time *pro rata* basis. A Crossing Guard who has accrued more than one hundred (100) hours of vacation leave may elect to use that leave during the months in which the Crossing Guard is not working, provided that the Crossing Guard keeps at least twenty (20) hours of leave available for use during the months in which the Crossing Guard is working.

SECTION 14: Leave Without Pay

- (a) Leave without pay is authorized only as follows:
 - (i) As covered by Section 7.10 (Family Medical Leave) of this Agreement, or

- (ii) As covered by Section 7.4(c) (Military Leave) of this Agreement.
- (iii) At the discretion of the Department Head if the employee has no accrued leave, advanced leave is not appropriate, and no other paid leave is appropriate.
- (b) While in an authorized leave without pay status, the employee is required to contact their supervisor weekly during the employee's absence to keep the supervisor informed of the Employee's progress and expected time of return. At the supervisor's discretion, weekly contact may be waived. If an employee is unable to reach their supervisor directly, the employee will contact their supervisor by voicemail, email or text, as is available and requested by the supervisor.

ARTICLE 8 HOLIDAYS

- (a) The term "holiday" as used in this Agreement will refer to the following days:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
President Day	Thanksgiving Day
Veterans Day	Memorial Day
Friday after Thanksgiving	Christmas
Day before Christmas	Juneteenth
- (b) If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. If a holiday falls on a Sunday, the following Monday will be observed as the holiday.
- (c) Employees will be granted time off with pay not charged to any leave time on each observed holiday.
- (d) If a holiday falls on the regular day off of an Employee who has regularly scheduled days off other than Saturday or Sunday, the next scheduled work day of such Employee will be observed as the holiday.
- (e) Employees who are required to work on a designated holiday will be paid their regular hourly rate of pay. In addition, they will be paid one and one-half (1½) times their regular hourly rate of pay for each hour worked and two (2) times their regular rate of pay for all overtime hours worked. In lieu of receiving premium pay as set forth in this paragraph, Employees may choose to be awarded a deferred holiday to be used within 12 months of the holiday on which the Employee worked. A deferred holiday under this section will be paid at the Employee's normal straight time rate of pay and must be taken as a full day. To use a deferred holiday, Employees must submit a Leave Request Form

to their immediate supervisor stating their intent to defer the holiday and, if known, the date on which the Employee intends to use the deferred holiday. If the Employee does not yet know when they will use the deferred holiday, the Employee must, within two (2) business days of the date on which the Employee seeks to use the deferred holiday, submit a Leave Request Form to their immediate supervisor.

- (f) An Employee who is Absent Without Official Leave (AWOL) on the work day before or after the observed holiday will received no holiday pay.
- (g) Crossing Guards: The term “holidays” will include all days that the public schools are closed during the regular school year, including, but not limited to snow days, teachers meeting days, and State holidays.
- (h) Library Staff: Library staff who are required to work hours outside of their normal schedule because the Library is closed due to a designated holiday will be paid one and one-half (1 ½) times their regular hourly rate of pay for each hour worked for all hours worked during those required hours. The premium pay set forth in this section applies only for Library staff and only when such staff are required to work additional hours beyond their normal hours and only for those extra required hours.

ARTICLE 9 HOURS OF WORK

- (a) The regular work day, except for Employees in the Communications Dispatcher series, will consist of a shift of eight (8) consecutive hours within a twenty-four (24) hour period. This eight (8) hour shift will include a paid thirty (30) minute lunch break, and two paid ten (10) minute scheduled rest breaks which are not to be taken in conjunction with the lunch period. An additional 15 or 30 minutes (unpaid) may be added to the lunch period and the work day extended accordingly when requested by the Employee or crew and approved by the appropriate Team Leader. Where Public Works crews are involved the lunch period for the entire crew will be the same. A workweek begins at 12:00 am on Sunday and ends at 11:59 pm on Saturday. The normal workweek will consist of five (5) eight (8) hour days, Monday through Saturday, inclusive except in those departments required to work on a twenty-four (24) hour basis. All Employees will be scheduled to work on a regular work shift, and each work shift will have a regular starting and quitting time to be designated by the department head.

Communications Dispatchers are required to work rotating shifts and they will have input to any proposed change in the shift schedule. The Police Department will provide backup for dispatchers so that they may take their lunch and rest breaks as outlined above. Dispatchers will receive two (2) additional ten (10) minute scheduled rest breaks.

- (b) When mutually agreeable to the Employer and the Union, innovative work schedules, which may include teleworking, may be negotiated. Such schedules will not result in any

diminution of benefits nor will they be done in an effort to avoid payment of overtime.

- (c) There will be no permanent schedule or shift changes without a minimum of three (3) weeks' notice to the Union President or designee.
- (d) Employees of the Solid Waste division, in residential and public refuse pickup, will work a task work schedule. The term task work will denote the completion of any task, to be the equivalent of eight (8) hours or less. Employees completing their task will be paid for eight (8) hours of work at the appropriate rate. When the task is completed, Employees will be excused from any additional duties and allowed to leave the work site, unless an emergency is declared or the Employees accept other overtime work. "TASK WORK" means the total daily work necessary to accomplish trash and recycling collection throughout the City of Takoma Park and associated equipment cleaning by all Employees assigned to the Solid Waste Division.
 - (i) In cases of snow emergency when Employees cannot perform their tasks, the Employer will assign task Employees to snow removal work. Requests to split hours during snow emergencies will not be unreasonably denied.
 - (ii) The Employer reserves the right to modify the number of routes and their sizes. Final determination of route size will be based on averaging weight collected and City-wide coverage. Work in excess of eight (8) hours will be compensated at the rate of one and one-half (1½) times the normal rate.
 - (iii) Employees experiencing an excused lateness will not suffer any loss in pay, except for the time actually missed from work.
 - (iv) Task Employees reporting late (unexcused) for their shift may be assigned to other duties for the remainder of the day and paid for actual hours worked.
- (e) Library Staff in Bargaining Unit
 - (i) Library staff in the bargaining unit will be paid their normal hourly rate for all hours worked within a forty (40) hour workweek, or within an eight (8) hour work day.
 - (ii) When a substitute is needed for a Library Employee and such substitute work is scheduled as extra work time, such substitute work hours will be offered to Library staff in the bargaining unit before being offered to non-bargaining unit staff or non-pay volunteers. However, substitute non-bargaining unit staff will be guaranteed at least six (6) hours of desk work per month in order to meet minimum training requirements.
 - (iii) The Employer will make every effort to ensure that substitute work scheduled as extra time work is distributed equitably among Employees working within the

same job classification and/or work location who wish to work such time.

- (iv) A list showing a running total of substitute hours worked for each Employee will be posted in the Library every two (2) months. Substitute hours will be offered first to the Employee with the least number of substitute hours, who has indicated availability for substitute hours. If such Employee refuses the hours, then Employee who has indicated availability for substitute hours and who has the next lowest number of substitute hours will be asked, and so forth through the list.
- (v) Employees who are offered substitute hours and refuse them, or who cannot be reached after a reasonable attempt, will be credited, on the list, with having worked the time for the purposes of substitute time equalization only.
- (f) Crossing Guards:
 - (i) The normal work week will consist of up to five (5) four-hour days, Monday through Friday. Hours of work are determined by the opening and closing times of the public schools.
 - (ii) Crossing Guards working during the summer will be paid in the same manner as during the school year.

ARTICLE 10 PREMIUM PAY

SECTION 1: Rate

- (a) Employees will be compensated for overtime work as follows:
 - (i) Employees will be compensated at the rate of one and one-half (1½) times their regular hourly rate of pay for time they are required to work in excess of their normal work day shift and normal work week.
 - (ii) All Employees will be compensated at the rate of two (2) times their regular pay for the time they are required to work on their 7th consecutive day of work, *i.e.* if an Employee normally works Monday - Friday and then works Saturday and Sunday, the hours worked on Sunday would be paid at two (2) times their regular rate of pay; however the following Monday starts the pay cycle over at the normal rate of pay.
 - (iii) All leave with pay will be considered time worked in the computation of overtime.

- (iv) When City offices are closed due to severe weather conditions or a declared emergency situation, Employees who are required by the Employer to work will be paid at the rate of two and one half (2½) times their regular rate of pay for the actual hours that they work during regular office hours while the City offices are closed. This rate of pay will extend up to eight (8) hours. Any contiguous hours worked after eight (8) hours will be compensated at the rate of one and one-half times their regular rate of pay. Employees who are not required to work when City offices are closed pursuant to this subsection (iv), but who do work, will be paid at their regular rate.
 - (v) 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 all Police communications employees 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.
- (b) The Employer will make every effort to ensure that overtime work is distributed equitably among the Employees working within the same job class and work location. Work location is defined as the same department and within the Department of Public Works as the same section, *i.e.* Building Maintenance, Mechanic Shop, Sanitation, and Right of Way. Overtime work may be performed by non-bargaining unit personnel in the same job class and work location after being offered to bargaining unit personnel.
- (i) Overtime lists will be posted at each work site every six (6) months to record all overtime worked in that six (6) month posting period by all bargaining unit Employees at or working out of that site.
 - (ii) When overtime is necessary, it will be offered first to the Employee or Employees starting with the Employee with the least number of overtime hours.
 - (iii) Employees who are offered but refuse overtime will be credited with having worked the time for the purpose of overtime equalization only.
 - (iv) There will be no mandatory overtime unless all bargaining unit Employees qualified to perform the duties of the overtime work refuse to do so. In such a case the most junior Employee or Employees will be assigned the overtime hours.
 - (v) In the event that overtime work is required because of a non-work hour unexpected emergency (*i.e.* a fallen tree, water main break, building break-in, ice patch, police incidents, etc.), the supervisor receiving the call

to respond to the emergency is exempt from the requirement to offer overtime to the Employee with the least number of overtime hours and can call in the Employee best qualified to respond to the emergency in the most efficient manner. This exemption to calling in the Employee with the least number of overtime hours is only intended for unexpected emergencies and does not include snow removal.

- (c) Employees will not be forced to work overtime against their expressed desires as long as full requirements can reasonably be met by other qualified Employees willing to work.
 - (i) Police communication personnel are limited to a sixteen (16) hour workday and must have a minimum of eight (8) hours between shifts.
 - (ii) For festivals and events, employees will be limited to working twelve (12) hours, with a minimum of eight (8) hours between shifts.
 - (iii) CDL drivers will be limited to working twelve (12) hours, with a minimum of eight (8) hours between shifts.
- (d) The Employer agrees not to assign supervisory personnel to perform the work of bargaining unit personnel solely to avoid the payment of overtime to unit members, or to change the schedules of any Employee solely to avoid the payment of overtime.
- (e) Employees will be entitled to an unpaid meal break of thirty (30) minutes during the first two (2) hours of overtime which is consecutive to the end of their regular shift and for each four (4) consecutive hours of overtime worked thereafter.
- (f) An employee may elect to receive compensatory time in lieu of pay at the rate of one and one-half (1-1/2) hours for each overtime hour worked. In cases where double time or a higher rate of overtime applies, that rate will apply to the compensatory time earned. The Employer will approve such an election, subject to the following requirements:
 - (i) Employees may not accrue compensatory time in excess of eighty (80) hours. Overtime worked which would cause a person's compensatory balance to exceed eighty (80) hours shall be paid.
 - (ii) Use of compensatory time will follow the established procedures for use of annual leave. Leave request forms will be used to request and gain approval for use of compensatory time.

- (iii) The parties agree that this paragraph will be administered consistent with the requirements of the Fair Labor Standards Act and the City's rules and regulations.

SECTION 2: Meal Allowance

The Employer will provide a fifteen dollar (\$15.00) meal allowance under the following conditions:

- (a) If any employee is called into work with less than eight (8) hours' notice and works at least four (4) hours.
- (b) If an employee is called back to work less than two (2) hours after leaving the work site and works for a period of at least two (2) additional hours.
- (c) If an employee works an additional two (2) hours before or after their regular work day, and the Employer did not provide advance notice of at least 24 hours of the additional hours, the employee will be provided a meal allowance, and for each consecutive eight (8) hours worked thereafter.

SECTION 3: Differentials

- (a) Any employee with a Commercial Drivers License (CDL) and who is not assigned to a position requiring a CDL shall receive an additional three dollars (\$3.00) per hour for actual hours worked when assigned to drive a vehicle which requires a CDL.
- (b) An employee who is classified as a technician shall receive an additional three dollars (\$3.00) per hour for hours actually worked when operating the Tub Grinder.
- (c) Communications Dispatchers will be paid a shift differential of two dollars and fifty cents (\$2.50) per hour for any work performed during the second shift. Building Maintenance Personnel who are required to work the evening shift will be paid a shift differential of two dollars and fifty cents (\$2.50) per hour for hours worked during this shift.

SECTION 4: Multilingual Pay Differentials

- (a) Skill Levels: A pay differential will be paid to Employees whose job requires the occasional use of multilingual skills or signing. Affected Employees will be afforded an opportunity to qualify for the multilingual pay differential.

- (b) **Basic Skills:** Basic skills are defined as those skills primarily required for signing or oral communication and comprehension such as those used in conversation with clients and citizens.
- (c) **Advanced Multilingual Skills:** Advanced skills are defined as those skills required for the written communication and comprehension in a second language, in addition to skills in oral communication and comprehension.
- (d) **Certification:** Prior to becoming eligible for the pay differential, the Employee must successfully pass a language certification examination required by and administered through the Employer's Human Resource Office. Testing will consist of a performance examination for those Employees who claim basic multilingual skills. A written examination assessing comprehension/translation skills will also be administered for those Employees claiming advanced skills. This program will not be administered in an arbitrary manner.

The appropriateness of an Employee's language pay differential will be re-evaluated, as needed, based on the Employee's use of the language.

- (e) **Compensation:** Compensation is determined by the Employee's certified language skill level. Compensation is paid for all hours actually worked during the pay period. Employees certified at the basic skill level will receive two dollars (\$2.00) per hour for all hours actually worked. Employee's certified at the advance skill level will receive two dollars and twenty-five cents (\$2.25) per hour for all hours actually worked. Employees receiving a multilingual pay differential are expected to assist the City when an employee's language and/or signing skills are requested.

ARTICLE 11

CALL IN TIME/STANDBY STATUS

- (a) All full-time Employees called in to work prior to the start of a shift or after leaving work for the day will be guaranteed a minimum of two (2) hours pay at the overtime rate (1½) hourly wage.
- (b) Full-time Employees called in to work for a period of time not adjacent to their workday and who work more than two (2) hours will be paid for the time actually worked at the appropriate rate and for the actual travel time.
- (c) An employee put on standby status in writing by a supervisor for three or more consecutive hours that the employee would not normally work will receive \$50.00 standby pay for each day that the employee is on "standby status," as long as the employee is not entitled to compensation under any other provision of this Agreement.

ARTICLE 12 SENIORITY

- (a) Seniority is defined as the length of uninterrupted service with the Employer beginning at the Employee's hire date.
- (b) Service will only be interrupted by a resignation, retirement, or termination for just cause.
- (c) Seniority will continue to accrue during all leaves as specified in this Agreement or any other approved leave.
- (d) The Employer will furnish the Union, on a quarterly basis, a listing by seniority of all Employees in the bargaining unit. Said listing will include Employees' hire date, job title and salary.

ARTICLE 13 LAY OFFS AND RECALL

SECTION 1: Lay-off

- (a) Prior to the layoff of any Employee, all temporary and probationary Employees will first be laid off by classification and department.
- (b) If an Employee is scheduled to be laid off, that Employee may transfer to a position in an equally rated classification, or to a position in a lower rated classification, occupied by a less senior Employee, provided that the Employee is qualified for the position requested. When a senior Employee displaces a junior Employee in a lower classification, the senior Employee's salary will remain the same unless it exceeds the maximum salary of the junior Employee's job classification, in which case it will be reduced to the maximum of the lower classification. A displaced Employee may displace other, less senior, Employees in the same manner.
- (c) The Union will be provided ninety (90) days' notice in advance of any intended layoffs. Employees to be laid off will be provided a thirty (30) day notice prior to layoffs.
- (d) Employees will continue to accrue seniority while on layoff for one (1) year, or at the discretion of the City Manager up to two (2) additional years.

SECTION 2: Recall

- (a) If a regular full-time Employee is laid off in a reduction-in-force the Employee's name will be placed on a re-employment list and the Employee will have priority

re-employment rights to any vacant position for which the Employee is qualified for a period of twelve (12) months following the layoff. During the one (1) year period following the date of layoff, no new Employees will be hired to fill a vacant position until all Employees on layoff status who are on record as qualified have been offered re-employment by registered mail, return receipt requested. Re-employment offers will be made in order of seniority. Laid off Employees will be allowed two (2) weeks from receipt of offer to respond and two (2) weeks after response to report back to work. Such notice period may be waived by the written request of an Employee. An Employee who declines such an offer may be struck from the recall list.

- (b) Employees to be laid off will, at their discretion, be allowed to cash in all or a part of any accrued vacation time on a one for one basis. Leave time not cashed in will be held by the Employer and credited to the Employee upon their return to work or be paid in cash on a one for one basis if not re-employed after one (1) or two (2) additional years, if the City Manager extends the period.

ARTICLE 14

RECLASSIFICATIONS, PROMOTIONS, TRANSFERS, DEMOTION

- (a) All new and vacant bargaining unit jobs will be posted on Bulletin Boards as per Article 27 for a period of ten (10) working days. The Union President or designee will also be provided a copy of said job posting on the first day of said posting.
- (b) The Employer shall determine, in its discretion, whether to attempt to fill a vacancy in a bargaining unit position through an internal selection process or through an internal/external selection process. Employees may apply for bargaining unit positions that are to be filled through either type of selection process. No person will be hired from outside the Employer's work force unless the outside person is more qualified.
- (c) When more than one (1) Employee has applied for a promotion the most senior Employee who is more highly qualified to perform the job will be given the position. However, when two or more Employees have applied for a promotion, and it is determined that they are equally qualified, the Employee with the most seniority will be given the position.
- (d) Employees will be voluntarily transferred to new or vacant positions as follows:
 - (i) If an Employee desires to transfer to another job, the Employee will submit a letter of interest to the Employer stating the reason for the requested transfer.
 - (ii) If a vacancy exists in the classification for which a transfer has been requested, the Employee requesting the transfer will be transferred provided the Employee is qualified for the vacancy.

- (iii) Where transfers have been requested by more than one Employee to a position for which a vacancy exist, the qualified applicant able to perform the job who has the greatest seniority will be transferred.
- (e) If the Employer reclassifies an Employee's position, the Employer will ensure that the Employee will not experience a reduction in their salary or hours. In the event an Employee's duties and responsibilities increase, the Employee's salary will be increased following procedures outlined in the City Code and this Agreement.
- (f) The Employer may demote a bargaining unit member to a lower paying job for disciplinary reasons or due to inadequate performance, but only after being given written notice of their deficiencies and given a ninety (90) day opportunity to improve.

ARTICLE 15 VISITATION

Officers and Representatives of the Union, (*i.e.*, Union Representatives) including but not limited to Representatives of AFSCME Maryland Council 3 who are not Employees of the Employer will be admitted on the property of the Employer to conduct Union business upon advance notice to the City Manager. However, such visitors will not enter hazardous or restricted areas.

ARTICLE 16 UNIFORMS

- (a) The Employer will supply Employees in the following classifications with complete uniforms: Crossing Guards, Parking Enforcement Officers, Communication Dispatchers, Police Administrative Staff and Public Works Staff other than administrative personnel.
- (b) Civilian uniformed members of the police department will be provided a payment of four hundred eighty (\$480) dollars per year to offset the cost of cleaning and maintaining their uniforms. This payment will be made in two increments of two hundred forty (\$240) dollars each, issued on or before July 31 and January 31.
- (c) School Crossing Guards will be provided a payment of two hundred thirty (\$230) dollars per school year to offset the cost of cleaning and maintaining their uniforms. This payment will be made in one payment to be issued on or before October 15, and will cover the school year from September to June.
- (d) Public Works Employees will be provided eleven (11) uniforms both summer and winter. Cleaning of the uniforms will be the responsibility of the Employer. Employees will also be issued at time of hire: one (1) set of rain gear, one (1) winter jacket, one (1) vest, three (3) pair of regular coveralls and two (2) pair of insulated coveralls. Four hundred fifty

(\$450) dollars per year will be provided to all Public Works Employees for the purpose of purchasing boots and gloves. This payment will be made in two increments of two hundred twenty-five (\$225) dollars each to be issued on or before July 31 and January 31. Items must be purchased according to the Public Works guidelines.

- (e) Employees are responsible for taking reasonable care of issued uniforms. The Employer will replace uniforms that are damaged or worn through normal usage. The Employee is responsible for replacing or paying for the replacement of items which are damaged through neglect (*e.g.*, leaving an item on top of a truck and then driving over the item) or loss. The Employer agrees to establish and implement a tracking system for receiving cleaned uniforms and uniforms to be cleaned by the vendor.
- (f) The parties acknowledge the importance of uniforms. Employees failing to wear established uniforms will be subject to discipline unless otherwise excused by the department head.

ARTICLE 17 SAFETY AND HEALTH

The Employer agrees to comply with occupational safety and health standards and regulations as adopted by the Occupational Safety and Health Administration, U.S. Department of Labor, as well as all Maryland State and local agencies. Employees have a responsibility to cooperate with the Employer in safety training and to comply with established safety procedures.

SECTION 1: Protective Clothing

- (a) It is the Employer's responsibility to train Employees in the correct use of protective clothing and equipment, and it is the Employee's responsibility to cooperate with the Employer in said training and to follow established safety procedures.
- (b) Employees will take reasonable care of Employer furnished protective clothing. The Employer will replace worn and damaged articles as necessary. Employees will replace (or pay for replacement) items lost or damaged through neglect, *i.e.* if an Employee leaves protective equipment on top of a truck and then drives off or over the article. If there are no replacement articles available from the Employer when needed by the Employee, the Employee will be permitted to purchase such replacement articles and be reimbursed by the Employer as long as the request has been approved by the department head.
- (c) The Employer will provide safety glasses, hearing protection, dust masks and reflective safety vests to Employees.
- (d) The parties acknowledge the importance of protective equipment. When an

Employee reports to work without the appropriate issued safety clothing, equipment or appropriate work shoes, he will not be allowed to work until he has the proper clothing and shoes. An Employee will be considered in a leave without pay status until he complies.

SECTION 2: Safe Working Conditions

- (a) The Employer will make good faith efforts to provide safe and healthy working conditions for Employees. Employees will refer any unsafe or unhealthy condition to the Employer and the Union for their joint consideration. It is recognized that the Employer may re-assign any Employee until such conditions are resolved.
- (b) Employees will not be assigned to perform duties in areas which are deemed hazardous without proper training and protective equipment.
- (c) No Employee will be required to perform extensive physical duties or operate mechanical equipment or tools with which they are not familiar until they have received adequate safety training in the performance of the operation.

SECTION 3: Hazardous Work

- (a) Work deemed as hazardous will not be assigned to Employees at any time regardless of past practice.
- (b) Hazardous work will be defined as any work which poses an undue threat to an Employee's health and/or safety.
- (c) Hazardous work definition will include but not be limited to: tree removal during heavy storms; boarding up of buildings deemed structurally unsafe; emergency work performed in flood-like conditions; any work performed under conditions that are more dangerous than normal working conditions, with the exception of snow removal; responding to declared emergencies such as a terrorist incident or other duties included in job descriptions.
- (d) When a situation exists in which an Employee believes, in good faith, that they are being asked to perform a duty which is clearly outside of their job description and which may be considered as hazardous and would clearly endanger their safety or health or that of another person, the Employee will immediately notify their supervisor who will immediately correct the situation or inform the department head who may request the Employer's Risk Manager to conduct an immediate review of the situation. If the Employee is not satisfied with the results of this review, they will immediately advise their Steward and a grievance may be filed. The Union will have the right to pursue the issue at Step Three of the grievance procedure. While the issue is unresolved, the Employee will not be

required to perform the duty or action which is at issue until either the condition is corrected or a determination is rendered pursuant to the grievance procedure set forth in this Agreement. In the event the issue cannot be solved at Step Three of the grievance procedure then binding arbitration relating to health or safety issues will be conducted by a health and safety expert otherwise qualifying as an arbitrator under Article 4, Section 7 of this Agreement.

SECTION 4: Ergonomics

- (a) The Employer agrees to consider ergonomic factors and to comply with OSHA or other regulatory agency established standards with regard to new equipment and processes and as it proceeds to replace equipment or remodel existing work stations.
- (b) During every four (4) hour period in which an Employee spends all their time on a VDT/CRT, the Employee will be given a fifteen (15) minute alternative work assignment or a fifteen (15) minute rest period scheduled to interrupt continuous operation. This rest period is in addition to the rest period established in Article 9 of this Agreement. This rest period is not cumulative, and cannot be used at the beginning or end of a shift, other established rest breaks, or a lunch period.

ARTICLE 18 LABOR MANAGEMENT COMMITTEE

- (a) In order to foster cooperative and collaborative labor relations between the Employer and the Union and to attempt to resolve matters that effect bargaining unit employees, there is hereby established a Labor Management Committee. This Committee shall be comprised of three representatives of the Employer and three representatives of the Union. The Committee shall meet four (4) times per fiscal year to discuss issues of concern to the Employer and the Union. The Employer and the Union shall exchange proposed agenda items one week in advance of each meeting. If a scheduled meeting is canceled, the Employer and the Union will attempt to reschedule the meeting within three (3) weeks of the date of the canceled meeting. Additional meetings may be scheduled by mutual agreement.
- (b) The Labor Management Committee may study and make recommendations related to City policy and procedures.
- (c) The Committee will not be empowered to change the negotiated agreement.
- (d) The Union, after consulting with the appropriate department head, has the right to select, appoint, remove and substitute Labor members of the Labor Management Committee provided there is no more than one representative from a department.

ARTICLE 19 CONTRACTING OUT

- (a) Employees who have completed the probationary period will not be terminated from employment for lack of work as the result of outside contractors or temporary Employees carrying out the duties normally performed by said Employees.
- (b) Overtime and extra time within the same job class and within the same work location will be offered to Union Employees within the same job class and within the same work location before being assigned to outside contractors or temporary Employees.
- (c) Prior to contracting out or supplementing services which would eliminate positions covered by this contract as listed in Article 2, Section 4(b), the Employer agrees to form a committee to discuss alternative solutions for Employees impacted by possible job displacement. The committee will consist of no more than four (4) members with at least two (2) members covered by this Agreement and selected by Local 3399. The committee will make its recommendations to the City Manager within thirty (30) days of the formation of the committee. The recommendations of the committee will not be binding on the City.

ARTICLE 20 PERSONNEL FILES

- (a) The only official personnel file will be the file maintained under the direct supervision of Human Resources. The official personnel file is the only file that is valid for purposes of promotion, discipline and other employment actions.
- (b) By appointment with Human Resources, Employees will be permitted to examine and make copies of their complete personnel file within two (2) working days after a written request has been made to Human Resources.
- (c) **CONFIDENTIALITY:** Personnel records will be maintained in a secure and confidential manner at all times. Access to an Employee's personnel file will be restricted to those persons required to use the record to conduct official personnel business and payroll processing. Personnel records may be reviewed only by the Employee's immediate supervisor and other persons in the chain of supervision up to and including the City Manager.
- (d) Administrators will 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 Human Resources.
- (e) Before derogatory information is placed in a file, it must be signed and dated by the

person submitting the information for the file. Also, before derogatory information is placed in the file, the Employee will be given the opportunity to acknowledge that he has reviewed such material by affixing their signature on the actual copy to be filed.

Signature by the Employee merely indicates that he has read the material to be filed and does not signify that he agrees with the content.

- (f) Unless a third party is involved, negative or derogatory information, which is no more serious than an admonishment, will be removed as requested by the Employee after two (2) years from the date of the occurrence, provided there has, in that two (2) years, been no reoccurrence of a situation significantly similar to that which gave rise to the initial inclusion of such documents in the Employee's personnel file. Such information will include but not be limited to notices of discipline, letters of counseling and/or admonishment, etc.
- (g) Employees will have the right to respond to any material filed and that response will be attached to the file copy. Furthermore, an Employee will be allowed to review any disputed material pursuant to the grievance and arbitration procedures set forth in this Agreement.
- (h) Employees will have the right to have a Union representative present during their review of their personnel file.
- (i) The Union will have the right to review and/or obtain copies of relevant information from personnel files when, in the Union's opinion, such review is helpful during the course of grievance and/or arbitration investigation, preparation, and representation, when the Union provides the Employer with that Employee's written authorization. Access to the files will be provided within two business days of receipt of the written request by Human Resources.
- (j) A copy of all information that is placed in the personnel file will be sent promptly to that Employee.

ARTICLE 21 DISCIPLINE & DISCHARGE

SECTION 1: Discipline

- (a) Discipline is intended to be corrective and not punitive. Employees will be disciplined only for just cause. Disciplinary action may be taken to correct an Employee's inappropriate behavior or as a means of causing improvement in an Employee's performance to an acceptable level. Employees will be progressively disciplined, consisting of the following steps: oral reprimand, written reprimand, probation, suspension, and discharge. An exception will be made to progressive discipline where serious violations of policy and procedure

so warrant. The severity of the discipline will be determined after the nature and gravity of the offense, its relationship to the Employee's assigned duties and responsibilities, the Employee's work record, and other relevant factors are considered. Disciplinary action will be taken in a manner designed to avoid embarrassing an Employee before other employees or the public.

- (b) An Employee will receive a written "Notice of Intent to Discipline." This Notice will include a statement of the cause for discipline and findings of any impartial disciplinary investigation. A copy of the Notice will be provided to the Union.
- (c) A "Notice of Intent to Discipline" shall be delivered within thirty (30) calendar days of the date that the Employer knew or reasonably should have known of the Employee's action giving rise to the disciplinary investigation. Nothing in this paragraph shall preclude the Employer from considering action(s) beyond thirty (30) calendar days prior to issuance of a Notice of Intent to Discipline where the actions and/or conduct involve related behavior that may not have by itself given rise to a disciplinary investigation.
- (d) An Employee who receives a "Notice of Intent to Discipline" will be asked to sign an acknowledgement of receipt. If the Employee refuses to acknowledge receipt, an appropriate written statement, signed by a witness may be used to evidence service. If an Employee is not in a duty status, the "Notice of Intent to Discipline" will be sent to the Employee's last known address by certified or registered mail, return receipt requested.
- (e) An Employee may: (i) submit a written response within ten (10) work days from the day of the Employee's receipt of the "Notice of Intent to Discipline," or (ii) request a meeting with the official who has proposed the disciplinary action to provide the Employee's response. After considering the Employee's response, if any, and any additional information obtained, the Employer will determine whether to impose the discipline and notify the Employee and the Union of the decision. If an Employee does not respond to the "Notice of Intent to Discipline" within ten (10) work days of receipt, the disciplinary action will be imposed immediately. An Employee's failure to respond to the Notice of Intent to Discipline does not preclude the Union from grieving the imposed discipline.
- (f) A disciplinary action may be processed through the grievance procedure specified in Article 4 of this Agreement. A "Notice of Intent to Discipline" is not a disciplinary action. Notice of Intent to Discipline cannot be used in any future discipline or evaluation unless discipline was imposed and (if challenged) upheld. Copies of all disciplinary actions will be forwarded to the Union President.
- (g) An Employee who has received a "Notice of Intent to Discipline" and the Employee's Union representative may take a reasonable amount of official time to prepare the Employee's response. The Employee and Union representative will

notify their supervisor(s) and Department Head prior to using official time. Leave requested for this purpose will not be unreasonably denied.

- (h) An Employee may request that a Union representative be present when the Employee is questioned during an investigation that an Employee reasonably believes could lead to discipline being imposed against the Employee. Such a request will not be denied unless honoring the request would cause delay in the administration of the discipline of more than two work days. The Employer may agree to a delay of more than two work days.
- (i) Time frames in this Article may be extended by mutual consent of the Employer and the Union. Any such request shall be reduced to writing and shall not be unreasonably denied.

SECTION 2: Suspensions, Discharges, or Reduction in Pay

- (a) A grievance based upon a suspension, discharge, or reduction in pay will be processed initially at Step Three of the grievance procedure set forth in Article 4, Section 6 of this Agreement.
- (b) An Employee may be placed on leave with pay at the time a “Notice of Intent to Discipline” of suspension or discharge is provided to the Employee, and may continue until discipline is imposed.
- (c) If a grievance regarding an Employee’s suspension or discharge is taken to arbitration, and the grievance is upheld, the arbitrator will have the discretionary authority to make an Employee whole or to award a lesser remedy.

ARTICLE 22 OUT OF TITLE WORK

- (a) Employees temporarily shifted to a position in a higher classification will be compensated for the duration of the assignment at the higher classification.
- (b) Employees who are required to perform essential duties of a higher job classification in addition to the duties of their existing position for a period in excess of five (5) consecutive work days will, beginning on the sixth work day, be compensated for the duration of the assignment at that higher classification, retroactive to the first day the employee was assigned to perform the essential duties of the job with the higher classification, which will be documented.
- (c) Temporary transfer or temporary reassignment will be for a period not to exceed ninety (90) work days unless:

- (i) The position is being kept open for an Employee on authorized leave, or
 - (ii) Mutually agreed upon by the Employer and the Union; otherwise any position which is filled for more than ninety (90) workdays by temporary transfer or by a temporary reassignment of that position's duties will be considered open and will be posted.
- (d) Police Communication Training Officers will be compensated for training with an increase of two dollars (\$2.00) per hour for the training period and receive one (1) day of annual leave.

ARTICLE 23 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 and promotion from within its own organization. In keeping such principles, the Employer and the Union will establish a Career Development Program. The Labor Management Committee will develop a feasible and affordable Career Paths Program.
- (b) The Employer agrees to support the further education of Employees. Bargaining unit members may be reimbursed, depending upon the availability of funds, for tuition for completed courses of study that would better enable Employees to perform their current jobs and compete for promotional opportunities. Such courses of study will include but not be limited to high school equivalency programs, vocational and trade programs, and college level courses. 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 that there is a shortage of funds, the Labor Management Committee will screen such requests.
- (c) The Employer agrees to continue to provide in-house training for Employees, including skills certification on an on-going basis.

ARTICLE 24 POSITION SPECIFICATION/WORK PLANS

- (a) On the first day of work a new Employee will receive the position specification for which they have been hired. The position specification sets forth the duties and responsibilities of the position. The Union will receive a copy of the position specification for each bargaining unit position. An Employee is expected to perform the duties and responsibilities outlined in the position specification.

- (b) Within thirty (30) days of hire, of assumption of a new position, or of a reassignment or reclassification that involves changed or additional duties, an Employee's supervisor will provide the Employee with a written work plan developed after consulting with the Employee. The work plan will contain goals and timeframes for the Employee that are position specific, measurable, action oriented, realistic, and time oriented, and provide the criteria necessary for the Employee to be rated as "Meets Requirements" or "Distinguished" in their annual performance evaluation. An Employee will acknowledge receipt of the position specification and work plan by signing them. An Employee will be provided with a copy of their position specification and work plan.
- (c) The failure of an Employee to receive a work plan in a timely manner may be considered when determining an Employee's overall performance rating, and may be considered when qualifying an Employee for a higher performance rating.
- (d) Employees will work substantially in their position specifications. If an Employee believes that their duties or responsibilities have changed and are inconsistent with the duties and responsibilities in the position specification, the Employee may request consideration for reclassification of their position. Such a request shall be submitted by the Employee to Human Resources in writing, and explain the changes in the position that the Employee believes warrant reclassification. The Employee will be notified of the Employer's decision regarding the reclassification request within forty-five (45) days of the Employer's receipt of the request. An Employee's request for reclassification will not result in a demotion for the Employee. If reclassification is considered appropriate, the effective date of the reclassification will be the date of the Employee's request. Supervisors and Department Heads may also request reclassification for employees they supervise by following the process set forth in Article 24(d).
- (e) The Employer will furnish the Union with a copy of an Employee's position specification if it changes. The Employer will furnish the Union with a copy of the Employer's classification system.

ARTICLE 25

PERFORMANCE EVALUATIONS

- (a) An Employee will receive an annual performance evaluation, as well as oral and/or written feedback regarding their performance during the year. The annual performance evaluation will be based upon job related criteria, goals and timeframes set forth in an Employee's position specification and work plan created under Article 24 of this Agreement. Performance evaluations will include a written self-evaluation, a written employer evaluation, and a face-to-face meeting between the Employee and the Employee's supervisor, which may be conducted via remote technology. The evaluation will be placed in an Employee's personnel file, along with any response to the evaluation provided by the Employee. An Employee will be provided with a copy of their annual evaluation.

As part of an Employee's evaluation, supervisors shall provide an opportunity for employees to discuss growth opportunities and to review the Employee's position specification and work plan. Reclassifications will also be considered during the evaluation.

Annual evaluations will be completed by March 1.

- (b) If, during the evaluation cycle, an Employee's supervisor determines that the Employee's performance is not meeting the Employer's legitimate expectations, the Employee and the Union will be notified and a Performance Improvement Plan (PIP) will be developed by the supervisor, with assistance from Human Resources if necessary. An Employee will be provided with a copy of their PIP.

A PIP will include: a description of the Employee's performance; the expected performance improvements and the timeline for those expected improvements to be demonstrated; resources, if any, offered by the Employer to assist the Employee; and the anticipated next step (including discipline) if the PIP is not successfully completed.

The PIP will last for up to 90 calendar days, but nothing shall preclude the Employer from discharging an Employee before the conclusion of a PIP period when an Employee's actions so warrant pursuant to Article 21 of this Agreement. If the PIP is issued to an Employee within 90 days of an Employee's scheduled evaluation date, the evaluation date will be temporarily extended until the end of the PIP period. An Employee who successfully completes a PIP after a temporarily extended evaluation date will be compensated at the appropriate rate from the date that the evaluation was originally due.

- (c) If an Employee does not successfully complete a PIP, the Employee will be provided with a final opportunity to meet the Employer's legitimate expectations, which will last no longer than 90 days. If the Employee successfully completes this period in circumstances where there was a temporarily extended evaluation date, any adjustment to compensation will take effect only from the beginning of this period. If the Employee does not successfully complete this period, the Employee may be disciplined, up to and including discharge.
- (d) An Employee will not receive an annual performance evaluation rated below "Meets or Sometimes Exceeds Expectations," unless the Employee has received documented feedback of performance concerns from their supervisor through counseling, mandatory training, or a PIP.
- (e) If an Employee does not receive their annual performance evaluation within thirty (30) days of its due date it will be deemed "late," and the evaluation will default to "Meets or Sometimes Exceeds Expectations" until the evaluation is submitted. If the submitted evaluation is "Below Requirements and Expectations," the Employee will receive a pay

adjustment beginning when the evaluation is submitted. If the Employee is rated “Distinguished,” the Employee will receive any pay adjustment due to that rating made retroactively to the original due date of the performance evaluation. For fiscal years 2024, 2025, and 2026 only, the Employer and the Union agree that the previous two sentences do not apply.

- (f) An Employee may challenge a performance evaluation rating below “Meets or Sometimes Exceeds Expectations” through a grievance up to the City Manager. The decision of the City Manager is final.
- (g) Employees may during their performance evaluation share their feedback of their supervisor’s performance in their role as supervisor. Employees may also provide their feedback to the Human Resources Director, and the name and position of the employee will not be shared with the supervisor. Employees are encouraged to offer their full opinion and will not be retaliated against for providing honest feedback.
- (h) If the Employer decides to implement changes to the evaluation process for employees that are not addressed specifically by this Agreement, it will give the Union at least thirty (30) days’ notice and the opportunity to meet and confer about those changes.
- (i) No pay adjustments will be linked to performance evaluation ratings in fiscal years 2024, 2025, and 2026.

ARTICLE 26 WORK RULES

- (a) The Employer agrees to provide the Union with copies of all departmental rules and regulations and within ten (10) days of the effective date of a new work rule. The Employer agrees to notify the Union of changes regarding departmental rules and regulations that will affect working conditions of Employees covered by this Agreement.
- (b) The Employer agrees to furnish each Employee in the bargaining unit with a copy of all existing written work rules. New Employees will be provided with a copy of the rules at the time of hire.
- (c) Employees will comply with all existing work rules. Existing rules will not be in conflict with the terms of this Agreement. Such rules will be equitably applied and equitably enforced.

ARTICLE 27 NOTICES

The Employer agrees to designate reasonable space labeled with the Union's name on four bulletin boards in the following locations: two in the Municipal Building, (one of which is located in the Police Department), one in the Library Building and one in the Public Works Department. The Union agrees to maintain, update and police their designated space.

ARTICLE 28 NEW EMPLOYEE ORIENTATION

The Employer will provide the Union thirty (30) minutes when orienting a new Employee, or at a mutually agreed upon time between the Union President and the Human Resources Manager, to orient them to the agreement and the Union's programs and benefits. The Union will be informed in advance of new Employees by the Human Resources Manager. Upon hire, new Employees will be informed of the Union's orientation session by the Human Resources Manager.

ARTICLE 29 PROBATIONARY PERIOD

- (a) All newly hired Employees will serve a six (6) month probationary period. At the discretion of the Employer, the probationary period may be extended for an additional ninety (90) days.
- (b) At any time during the probationary period or the extended probationary period, the Employer may remove a new Employee if in the Employer's opinion the Employee is unwilling or unable to perform the duties of the position satisfactorily or that the Employee's habits and lack of dependability do not merit continued employment.
- (c) This article does not apply to current Employees promoted to a higher position, accepting a lateral transfer, or who have accepted a demotion.

ARTICLE 30 WAGES

The Employer and the Union agree that wage adjustments for Employees pursuant to this Article 30, shall be made as follows:

Fiscal Year 2024: Full-time employees will be placed on the Fiscal Year 2024 wage scale grid at the first step where the employee's salary is at least \$3,000 more than the respective employee's salary as of June 30, 2023. Part-time employees will receive a pro-rata adjustment based on the

number of hours they are regularly scheduled to work. The adjustment will be retroactive to July 1, 2023. There will be no wage adjustments or increases based on evaluations for Fiscal Year 2024.

Fiscal Year 2025: The wage scale grid will be adjusted by 3.0% effective July 1, 2024. In addition, all employees will receive a step increase (1.5%) effective July 1, 2024. In addition, employees with seven or more years of continuous employment with the City as of June 30, 2024 will receive an additional step increase (1.5%) effective July 1, 2024. There will be no wage adjustments or increases based on evaluations for Fiscal Year 2025.

Fiscal Year 2026: The wage scale grid will be adjusted by 1.5% effective July 1, 2025. In addition, employees will receive a one-step (1.5%) increase effective July 1, 2025. There will be no wage adjustments or increases based on evaluations for Fiscal Year 2026.

SECTION 1: Wage Scale

- (a) All employees covered by this Agreement shall be paid in accordance with a pay schedule approved by the City Council. The schedule for Fiscal Year 2024 is attached as Exhibit A. Exhibit A will be updated for Fiscal Years 2025 and 2026 pursuant to Article 30.
- (b) Effective Fiscal Year 2019, the adjustment date is July 1 for all Employees.
- (c) Upon promotion, an Employee will be placed in the pay step of the new grade which is at least 6% higher than the Employee's current salary.

SECTION 2: Market Study of Municipalities and Reclassification Study

- (a) The Employer will conduct a market study every three (3) years to determine whether Employee wages are competitive within the market area composed of Annapolis, Rockville, Bowie, Laurel, Greenbelt, Gaithersburg, College Park, and Hyattsville. The results of the study will be used to determine whether changes will be made in the Market Adjustment and/or for changes in wage ranges to be effective in the next fiscal year. Benchmarks to be used in the survey will be shared with the Union prior to the start of the study, and the Union will be provided an opportunity to be involved in discussions with the Employer and contractor during the implementation of the study. The Employer will work in good faith for the market study to be completed by the end of Fiscal Year 2025.
- (b) The Employer will conduct a reclassification study at least every four (4) years. The reclassification study will be used to determine whether Employees are working primarily within their approved job descriptions and will make recommendations for any reclassifications that are needed. For Fiscal Year 2024 only, the Employer will work in good faith for the reclassification study to be completed by August 31, 2024.

- (c) Prior to the start of a study, the Employer will furnish the Union a copy of benchmarks. Any Union comments on the benchmarks will be discussed with the Union and considered by the Employer prior to the start of the study, provided the Union responds to the Employer within thirty (30) days of receiving the Employer's plans.
- (d) A copy of any completed market study or reclassification study will be furnished to the Union for comment before the study is finalized. Any comments will be considered by the Employer and contractor provided the Union response is received within thirty (30) days of the Union's receipt of the study.
- (e) The Union may, at its discretion, conduct its own market study and reclassification study and submit them the Employer for consideration. The Employer will consider the Union study if the market area and the benchmarks are compatible with the Employer's study. In order to receive consideration for implementation, the Union will work in good faith for the reclassification study to be completed by August 31, 2024, and the market study to be completed by the end of Fiscal Year 2025. Nothing in this provision requires the Employer to reopen this Agreement during the term of this Agreement.
- (f) For the duration of this current Agreement only, the Employer and the Union will meet to discuss options for an alternative wage structure for Employees in the Union with the goal of developing recommendations no later than September 1, 2025.

ARTICLE 31 MAINTENANCE OF BENEFITS

All benefits and rights, established in law, regulation, or written rule or policy, as currently provided by the City to bargaining unit members, except as modified by this Agreement, will remain in effect. Such benefits and rights will be put in writing and distributed to all Employees upon hire. The Employer agrees to provide annual orientations for all Employees covering retirement benefits and informing them of the deferred compensation plan that is available to them as a supplement to their retirement benefits.

The Employer agrees to keep the Union informed of any contemplated changes in retirement benefits.

ARTICLE 32 HEALTH CARE BENEFITS

SECTION 1: Health Care Coverage

Group Health coverage will be offered to Employees that is identical to the package of Group Health coverage offered to all of the Employer's employees. This will include a choice of a PPO or an HMO.

The coverage available shall be that set forth in the group insurance contract between the Employer and the carrier providing the insurance, and/or the rules and regulations adopted by the provider of the coverage. The Group Health coverage shall be governed in all aspects in accordance with the contract between the Employer and the carrier providing such insurance, and/or the rules and regulations adopted by the provider of the coverage. Employees who elect to be covered must participate in accordance with such option(s) as may be designated by the Employer.

For a regular full time Employee who selects the base HMO option, the Employer shall pay 100% of the actual annual premium cost for single coverage and 80% of the actual annual premium cost for two persons or family coverage. Part-time Employees will receive a *pro-rata* payment toward the actual premium cost based on the hours that they work. For an Employee who selects the PPO option, the Employer will pay the amount it would pay if the Employee selected the base HMO option.

The Employer and the Union will attempt to ensure that benefits under this Section are not reduced during the term of this Agreement. If, during the term of this Agreement, the Employer contemplates changes in the Group Health Package in effect at such time, the Employer will submit to the Union, in writing at least thirty (30) calendar days prior to their effective date, a description of such changes and, upon request, meet and confer with the Union over such changes.

The Employer will create an informal committee composed of two (2) members each of management, the Union, UFCW Local 400, and non-union employees, to explore health care cost containment methods.

The Employer will make a contribution to an Employee's Deferred Compensation Plan (457 Plan) that is equal to the amount it would pay for an Employee's premium cost if an Employee provides evidence of coverage of health insurance from a source other than the Employer.

SECTION 2: Dental and Vision

The Employer will pay 100% of the actual premium cost of Dental and Vision for single coverage and 80% of the actual premium cost for two persons or family coverage.

ARTICLE 33 LIFE INSURANCE

Life Insurance includes Accidental Death & Dismemberment Coverage. Amount of Benefit - 1 x salary up to \$50,000 max rounded to highest \$1,000.

ARTICLE 34 RETIREMENT BENEFITS

The Employer will match the Employee's contribution to the Deferred Compensation Plan (457 Plan) up to two percent of the Employee's base salary, not to include overtime.

ARTICLE 35 MANAGEMENT RIGHTS

This Agreement will not impair the right and responsibility of the Employer to:

- (a) Determine the over-all budget and mission of the Employer;
- (b) Maintain and improve the efficiency and effectiveness of operations;
- (c) Determine the services to be rendered and operations to be performed;
- (d) Determine the over-all organizational structure, methods, processes, means, job classifications or personnel by which operations are to be conducted and the location of facilities;
- (e) Direct or supervise Employees;
- (f) Hire, select, promote and establish the standards governing promotion of Employees and to classify positions;
- (g) 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;
- (h) 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;
- (i) Take actions to carry out the mission of government in situations of emergency;
- (j) Transfer, assign and schedule Employees;
- (k) Set the standards of productivity and technology.

ARTICLE 36
NO STRIKE OR LOCK-OUT

The Union and its members, individually and collectively, agree that during the term of this Contract, there will be no strikes, slow-ups, stoppages of work and the City agrees that there will be no liability on the part of the Union providing the Union promptly and publicly disavows such unauthorized strike, orders the Employees to return to work and attempts to bring about a prompt resumption of normal operations, and provided further that the Union notifies the City, in writing within seventy-two (72) hours after the commencement of such strike, what means it is taking to comply with the provision of this article. Under no circumstances will the Employer engage in the labor relations practice commonly known as "lock-out."

ARTICLE 37
SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision will apply only to the specific Article, Section or portion thereof specifically specified in the Court's decision. 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.

Nothing is intended nor should it be taken to impose upon the International Union, Local Union, or Safety Committee, a legal or financial liability for either the health and safety of Union Employees or for work connected injuries, disabilities, diseases or related losses incurred by Union Employees.

Neither this Agreement nor any portion thereof nullifies any Employee's or Employer rights under local, state, or federal laws.

ARTICLE 38
EMPLOYEE ASSISTANCE PLAN

The Employer will continue to maintain an Employee Assistance Program. It will be the policy of the program to assist, in a strictly confidential manner, Employees who seek assistance for alcoholism, drug abuse, family problems, psychological or other medical problems. This policy recognizes that these are treatable conditions and it is the Employee's responsibility to seek professional assistance.

ARTICLE 39 EMPLOYEE RECOGNITION PROGRAM

The Employer will continue to provide an Employee Recognition Program as developed through the Labor Management Committee. The program recommended by the Labor Management Committee will be presented to the City Manager for consideration.

ARTICLE 40 NEW TECHNOLOGY

“New technology” is to be defined as a change in equipment that may have a significant impact on working conditions, or the way in which work is performed or which may result in the elimination of positions which are within the purview of this Contract.

SECTION 1: Advance Notice of Technological Change

Should the Employer intend to institute any new equipment or methods of operation that may result in a material change in any job presently covered by this Agreement, the Employer will provide the Union written advance notice of at least thirty (30) days before implementing such changes. The written notice will set forth the nature of the intended changes and their probable effect on the jobs and Employees covered by this Agreement.

SECTION 2: Training

If technological changes significantly alter the essential tasks/skills of a job, the Employer agrees to provide a reasonable amount of training for the incumbent of the position to obtain the requisite skills to continue to hold the position. This training will be conducted at the Employer’s expense. Any person offered this training will have the right to reject it, wherefore the rejection will discharge the Employer’s obligations under this section and the Employee may be reassigned to an existing vacancy for which they are qualified or discharged from employment.

SECTION 3: Job Security

Workers affected by new technology and who are not qualified and cannot be reasonably trained to perform the duties of the revised position will have transfer rights to any vacant position for which they are qualified.

SECTION 4: Safety and Health

The Employer agrees to consider health and safety implications during the implementation of new equipment and processes.

ARTICLE 41
DURATION OF AGREEMENT

This Agreement will become effective on July 1, 2023, and will remain in full force until June 30, 2026. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by either party to the other not later than October 1, 2025, or October 1 of any succeeding calendar year.

This Agreement is dependent upon receipt by the Employer of the revenues projected by the Employer as necessary to implement the Agreement. Should projected revenues fall below the levels needed to implement this Agreement, the Employer shall notify the Union in writing of the shortfall in revenues; the City Manager or designee may, after discussion with the City Council, request renegotiation of fiscal terms enumerated in this Agreement.

FOR THE UNION:

FOR THE EMPLOYER:

**EXHIBIT A, ARTICLE 30
WAGES
Employee Pay Structure**

CHART FOR FY 24 ATTACHED