

**AGREEMENT BETWEEN**

**THE CITY OF ANNAPOLIS**

**AND**

**ANNAPOLIS TRADES, MAINTENANCE & LABOR  
FORCE EMPLOYEES**

**LOCAL 3406  
AFSCME MARYLAND  
COUNCIL 3  
AMERICAN FEDERATION OF STATE,  
COUNTY & MUNICIPAL EMPLOYEES  
AFL - CIO**

Effective: July 1, 2024 – June 30, 2026

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## **PREAMBLE**

This Agreement, entered into by and between the City of Annapolis, hereinafter referred to as the "*Employer*", and the Annapolis Trades, Maintenance and Labor Force Employees, Local No. 3406, and AFSCME Maryland Council 3, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "*Union*", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE I** **Recognition**

### **Section 1.1 -- Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other condition of employment for all of its employees.

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

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

insurance, or other Union authorized deductions in the amount certified to the Employer by the Union. Such withholdings are to be transmitted via electronic fund transfer to the account authorized by the comptroller of AFSCME Council 3, not later than the 15<sup>th</sup> day after the 1<sup>st</sup> day of the succeeding month. Payroll deduction will continue until the City is notified of an employee's withdrawal from membership in accordance with Section 2.1. The Union will notify the employer at least 30 days prior to any change in such dues. Membership lists and bargaining unit list shall be remitted monthly in excel format, to an email authorized by the Comptroller of AFSCME Council 3.

The Union shall indemnify and hold the City harmless of any and all claims, grievances, actions, suits, or other form of liability or damages that arise out of or by reason of any action taken by the City for the purpose of complying with any of the provisions of this Article, and the Union assumes full responsibility for the disposition of the funds deducted under this Article as soon as they have been remitted by the City to the American Federation of State, County and Municipal Employees, AFL-CIO, Council 3

## **ARTICLE IV**

### **Grievances and Arbitration**

#### **Section 4.1 -- Definition**

A grievance shall be considered to exist only when there is a disagreement involving the interpretation or application of this Agreement, provided that no grievance nor its settlement shall expand or modify this Agreement. Grievances must be presented within fifteen (15) working days after the date of their occurrence or the date on which the condition causing the disagreement becomes known or they will not be considered. The Union shall not represent any employee on any grievance which was initiated prior to execution of this Agreement. The purpose of this grievance procedure is a sincere desire by both parties to settle grievances in the shortest time possible and at the lowest level possible so as to foster efficiency and employee morale. Grievances must be presented in writing on the form agreed to by the City and the Union. Responses by the Employer under this Article at any step shall be deemed received by the Grievant on the date delivered to the Grievant and to the Union representative who signed the form.

#### **Section 4.2 -- Procedure**

Grievances may be filed by individual employees, a group of employees or a class of employees. This provision shall not apply nor impact probationary employees. Grievance or disputes which may arise between the parties shall be settled in the following manner:

- Step 1 Immediate Supervisor:** If a grievance has been presented as set forth above, the Union Steward, with the Grievant, shall discuss the grievance or dispute with the Grievant's immediate supervisor or their designated representative within fifteen (15) working days after the date on which the grievance is presented. The immediate supervisor shall attempt to adjust the matter and shall respond in writing to the Grievant, and to the Union representative who signs the form, within fifteen (15) working days after the Step 1 meeting.

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

#### **Section 4.3 -- Time Limits**

Should the Employer not respond within the prescribed time, the grievance shall automatically proceed to the next step, but in no event shall the discipline be imposed without a hearing due to Employer's failure to respond. If the Grievant fails to meet any time requirement set forth in this Article, the grievance shall be considered withdrawn and the right to further proceedings waived. Any time limits herein may be extended by mutual consent.

#### **Section 4.4 -- City-Wide Policy Grievances**

City-wide policy grievances will be submitted in the third step of the grievance procedure. Departmental policy grievances will be submitted in the second step of the grievance procedure.

#### **Section 4.5 -- Health and Safety Issues**

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

### **ARTICLE V**

#### **Union Stewards and Union Representation**

#### **Section 5.1 -- Recognition**

The employer recognizes and shall deal with all of the members of the Executive Board of the Union as designated in writing to the City, in all matters relating to grievance and interpretation of this Agreement.

#### **Section 5.2 -- List of Union Stewards and Alternates**

- A. The City will recognize one Union Steward and one alternate in the following areas only: Public Works Services, Utilities, Recreation & Parks, Transportation, and Water Plant. A written list of the Union Stewards and alternates shall be furnished to the City's Director of Human Resources immediately after their designation, and the Union shall notify the City's Director of Human Resources promptly of any changes of such Union Stewards or alternates. There shall

## **Section 5.6 -- Management Rights**

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

## **Section 5.7 -- No Strikes or Lockouts**

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

## **Section 5.8 -- Displacement of a Unit Employee**

Supervisory employees shall not displace an in-unit employee on in-unit work but may perform work covered by a Bargaining Unit employee in instances as:

- (a) Instructing or training employees.
- (b) Developing, starting or analyzing a new method, procedure or operations.
- (c) Assisting an employee with a problem or determining a process or method to resolve a problem.
- (d) In an emergency.

## **ARTICLE VI** **General Provisions**

### **Section 6.1 -- No Discrimination and Coercion**

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

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

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

## **Section 7.4 -- Work Force Changes**

### **Promotions:**

The term "Promotion", as used in this provision, means the movement of an employee from one pay grade to a higher pay grade job classification

Whenever a job opening occurs, other than a temporary opening as defined below in any existing job classification, a notice of such opening shall be posted on all bulletin boards for seven (7) working days.

During this period, employees who wish to apply for the open position or job (including employees on layoff) may do so. The application shall be in writing, and it shall be submitted to the Human Resources Department.

The Employer shall fill the opening by promoting the applicant with the longest continuous service, provided they is the best qualified to perform the work in the determination of the Director. After the Promotion, the promoted employee will be given a 30-day trial period to determine their qualifications for the new position. If the employee proves to be unsuited to the new position during the trial period, they will be returned to their former job and former rate. If the former job is no longer available, the employee may apply for any other vacant position as provided by the Rules and Regulations of the Personnel System.

### **Seniority:**

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

### **Transfers:**

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

### **Reduction in Work Force:**

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

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

**Layoff:**

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority within the relevant classification in their department provided that the director shall have discretion to retain an employee with superior qualifications as determined by the director, in order to layoff a more senior employee with inferior qualifications.

**Recall:**

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

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

**ARTICLE VIII**  
**Holidays**

**Section 8.1 -- Holidays Recognized and Observed**

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

January 1	New Year's Day
January 15	Martin Luther King Jr.'s Birthday
3rd Monday in February	President's Day
March 25	Maryland Day
Varies	Good Friday
Last Monday of May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
1 <sup>st</sup> Monday in September	Labor Day
November 11	Veteran's Day
4th Thursday in November	Thanksgiving
December 25	Christmas Day

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



**ARTICLE IX**  
**Annual Leave**

**Section 9.1 -- Eligibility & Allowances**

Every regular full-time employee shall be eligible for paid annual leave (sometimes referred to as vacation time) as provided by Chapter 3.20 of the City Code. Employees shall start to accumulate annual leave as of their date of hire.

Annual leave allowances shall be earned annually, based on the following schedule:

- One and one-fourth ( $1\frac{1}{4}$ ) working days per month for all employees having less than three (3) years of service; (15 days)
- One and one-half ( $1\frac{1}{2}$ ) working days per month for all employees having at least three (3) years of service; (18 days)
- One and three-fourths ( $1\frac{3}{4}$ ) working days per month for all employees having at least ten (10) years of service; (21 days)

Accumulated leave may be used as the employee chooses for personal business provided no less than twenty-four (24) hours notice is given to the supervisor. Such leave shall be no less than one-half ( $\frac{1}{2}$ ) day; however, lesser amounts may be used at the end of the scheduled work day. Supervisors shall give considerations for lesser amounts should emergencies occur.

**Section 9.2 -- Annual Leave Pay**

The rate of annual leave pay shall be the employee's regular rate of pay in effect for the employee's regular job.

**Section 9.3 -- Choice of Annual Leave Period**

Annual leave may be granted at the time requested by the employee provided proper notice is given and staffing requirements can be met without affected employee's work attendance. If the nature of the work makes it necessary to limit the number of employees on annual leave at the same time, the employee with greater seniority shall be given their choice of the annual leave period in the event of any conflict over annual leave periods.

Employees shall give as much advance notice as possible before scheduling annual leave. In no event may this notice be less than two work days.

**Section 9.4 -- Work During Annual Leave Period**

Any employee who is requested to and performs emergency work as determined by the Department Director during their approved annual leave period shall be paid at a rate of two (2) times their regular rate of pay for all hours worked during scheduled annual leave hours, and such time shall not be counted as annual leave.

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

#### **Section 10.4 -- Excessive Usage**

- A. After the use of seven (7) days sick leave in a 12-consecutive-month period, the Employee's use of sick leave will be analyzed. If a pattern is established of sick leave being used in proximity to regular days off, weekends, holidays or other leave periods, then the Employee will be counseled and a record made of the counseling. If the pattern continues after the counseling, the Employee will be placed on sick leave probation for a minimum of six months requiring the submission of a doctor's certificate for any further use of sick leave.
- B. If over any six-consecutive-month period, an Employee is using sick leave as fast as it accumulates without any prior written record of a chronic medical condition, then the Employee may be referred for a medical evaluation and the Employee will be placed on sick leave probation for a minimum of six months requiring a doctor's certificate for any further use of sick leave.
- C. Sick days attributed by a doctor's certificate or an injury compensable under workers' compensation laws shall not be considered for the purposes of this Section. Whenever possible, employees shall endeavor to schedule personal, non-work related medical appointments on their own time, or at a time which provides the least disruption to the workday.
- D. In the event the employee's absences may be the result of a chronic medical condition, the employee may be referred for medical evaluation. If during the course of that evaluation the examining health care provider determines that the employee has provided false reasons for using sick leave (i.e., malingering or lying about the need for leave), the employee may be subject to disciplinary action including, but not limited to, a suspension of his or her right to accumulate additional sick leave.
- E. Sick days attributed by a doctor's certificate or an injury compensable under workers' compensation laws shall not be considered for the purposes of this Section. Whenever possible, employees should endeavor to schedule personal, non-work related medical appointments on their own time, or at a time which provides the least disruption to the workday.
- F. Failure to provide a doctor's certificate, when required under this Section, may result in disciplinary action for abuse of sick leave. In addition to disciplinary action, failure to comply with the requirements of this sick leave program will result in the extension of the sick leave probation period for six months from the time of the last infraction.
- G. In all circumstances, absences of more than three (3) consecutive work days require a doctor's certificate.

#### **Section 10.5 -- Leave Sell Back**

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

### **Section 12.3 – Family and Medical Leave**

The Employer agrees that Family and Medical Leave will be provided for qualifying reasons including maternity leave in conformance with the current federal laws.

### **Section 12.4 -- Seniority Accumulation**

Employees granted leave of absence shall be returned to the position they held when the leave of absence started. The employee's date of hire for seniority in promotional consideration shall remain the date of hire the employee had when leave of absence started and for promotional purposes, employee shall receive seniority credit for the period of time employee was on leave of absence. Employee shall not receive credit for either sick leave or annual leave for the period of time employee was on leave of absence.

## **ARTICLE XIII**

### **Overtime**

### **Section 13.1 -- Rate of Pay**

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

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

All holidays, pre-approved annual or personal leave, sick leave, unplanned personal leave, or other authorized leave time shall not count as hours worked for the purposes of determining eligibility for double time under this Agreement.

## **Section 13.6 -- Compensation in the Event of City Closure**

In the event that the City is officially closed for any reason by pronouncement of the Mayor, an employee who is required to work during a time where the City is closed shall receive their regular hourly rate of pay plus one hour of comp time for every hour their regularly scheduled straight time hours actually worked during the official closure date. The employee shall not be paid an overtime premium for hours worked during such closure unless they is otherwise entitled to an overtime premium under applicable law or another provision of this Agreement.

## **ARTICLE XIV** **Hours of Work**

### **Section 14.1 -- Work Schedules and Assignments**

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

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

### **Section 14.2 -- Department of Parking & Transportation Work Schedules**

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

1. Management reserves the right to assign any individual to a particular route or shift if judged in the best interest of the public or if necessary to meet the scheduling commitments. Drivers not submitting bids will be scheduled at management's discretion.
2. Full-time drivers will be guaranteed a forty hour week. No driver will be assigned more than forty regular hours a week.
3. If Saturday scheduling obligations cannot be met based on the bids submitted, management will assign Saturday a.m. shift work to drivers with greatest seniority first
4. If the event of a bid conflict between two or more drivers, scheduling will be awarded in the following manner:

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

### **Section 15.2 - Retiree Health Insurance Plan**

1. The benefits will be the City's High Deductible Health Plan, Core, EPO or Plus medical plan, prescription plan, Core or Plus dental plan, and Core or Plus vision plan. These benefits may change from time to time as the active employees benefits change. However, retirees will be given the option of upgrading to the EPO or Plus coverage, but must pay 100% of the difference between the premium for Core coverage and the premium for the Plus coverage.
2. Except as provided in Paragraph 4 below, in order to be eligible for retiree health benefits, an employee must be eligible to retire under the Maryland State Retirement and Pension Plan, must be at least age 55 when they retire or receive a service connected disability retirement, and must have retired on or after July 1, 2002. The retiree must receive an immediate annuity.
3. Except for those employees covered by Paragraph 4 below, the City will pay a percentage of the retiree health insurance premium equal to 2.5% multiplied by each year of City service, up to a maximum of 75% of the premium cost for the retiree and their dependents.
4. The provisions of Paragraphs 2 and 3 of this section shall not apply to any employee who, on July 1, 2012, had the potential to reach 30 years of service with the City prior to their 55<sup>th</sup> birthday or receive a service connected disability retirement. For such employees, the employee may receive retiree medical benefits regardless of the age at which they retire so long as they are eligible to retire under the Maryland State Retirement and Pension Plan. For these employees, the City will pay 70% of the premium cost for the retiree and their dependents.
5. Retiree (or eligible surviving spouse) coverage will end at death or when the person is eligible for Medicare. The retiree (or eligible surviving spouse) may continue with prescription, dental, and vision coverage after they become eligible for Medicare if they pay the entire premium cost for the coverage. The retiree may elect to join the 65 and older group coverage even if the retiree did not elect retiree medical coverage for the under age 65 group plan. The retiree will not be able to enroll dependents or surviving spouse in the 65 and older group coverage unless the medicare eligible criteria is also met.
6. The retiree (or eligible surviving spouse) must elect to receive the retiree health benefits immediately upon retirement (or eligibility) - they cannot enroll at a later time.
7. The retiree must have participated in the City health insurance plan immediately prior to retirement.
8. The retiree must choose the same type of coverage or a lesser type - for example, if in the past the retiree had husband and wife coverage, the retiree could continue with husband and wife coverage or change to individual coverage.

may be required to immediately submit to both drug and alcohol testing when the Employer has objective facts giving it reason to believe that the employee is at least partly responsible for an accident while the employee is at work, so long as the accident (a) causes at least \$500 in damage and/or causes personal injury, and (b) the accident involves a City vehicle or occurs while operating City equipment.

- D. The Employer and the Union agree that the terms of the April 15, 2008 side letter concerning a substance abuse rehabilitation program and Last Chance Agreement attached as Exhibit A are incorporated by reference into this Agreement.
- E. The Employer agrees to pay the cost of Commercial Driver's License (CDL) renewal and the cost of the Department of Transportation (DOT) physical examination as required for certification by the City's authorized medical provider. Should the employee choose to obtain the required DOT physical examination from a provider other than the City's authorized provider, then the employee will be responsible for the cost of the DOT physical examination.

## **ARTICLE XVII** **Working Conditions**

### **Section 17.1 -- Uniforms & Protective Clothing**

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

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

### **Section 17.2 -- Use of Protective Safety Clothing and Equipment**

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

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

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

- B. For Fiscal Years 2025 and 2026, employees will receive a one-step increase on their anniversary dates.
- C. All increases, including those which are due for merit, shall go into effect the beginning of the first full payroll period after they become effective.
- D. A bonus of \$1500 payable in a lump sum on the pay date for the pay period that begins after July 1, 2024 for Fiscal Year 2025.
- E. Employees who attain 25 years of continuous service with the City shall be paid a one thousand dollar (\$1,000) bonus on their 25<sup>th</sup> anniversary. This bonus shall be paid only on the employee's 25<sup>th</sup> anniversary and shall not be part of the employee's rate of pay.

**Section 18.2 - Shift Differential**

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

The shift differential shall be as follows:

- Second shift - 3%
- Third Shift - 5%

The Employer reserves the right to make permanent shift assignment in order to efficiently maintain operations, provided that if a vacancy exists on another shift, qualified employees with the most seniority desiring the particular shift assignment shall be given preference.

**Section 18.3 – Tool Purchase Reimbursement**

The City shall provide a tool purchase reimbursement, not to exceed \$300 annually, to employees who are required to provide their own tools for use on the job. In order to receive reimbursement, the purchase must be preapproved by the employee's supervisor, and the request for reimbursement must be accompanied by a receipt from the place of purchase for the tool. Any tool purchased shall be the property of the employee; however, should an employee leave the employment of the City within six months of receiving reimbursement, the employee shall repay such reimbursement to the City by authorizing a deduction for the amount of the tool from his or her final paycheck.

**ARTICLE XXII**  
**Call Time**

**Section 22.1 -- Call Time**

Any employee called back to work after being clocked out in the same working day, and who has left the work site and its immediate surroundings, shall receive a minimum of three (3) hours pay, at one and one-half (1/2) times the employee's regular rate of pay. This Section does not apply to hours prior to or after a work shift that are subject to the work shift.

An employee must respond to call-backs which occur within the three hours call-back period. The employee must leave a phone number where they can be reached in case of a subsequent call-back. If the employee is not available at the phone number provided, for any reason, they shall forfeit pay for the balance of the call-back period remaining after the phone call.

**ARTICLE XXIII**  
**Discipline, Discharge and Grievance Finding**

**Section 23.1 -- Discipline**

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

Disciplinary action may be imposed upon an employee for any reason provided in the City Code or the personnel rules and regulations. Any disciplinary action or measure imposed upon an employee, who has successfully completed their new-hire probationary period, may be processed as a grievance through the regular grievance procedures.

If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Notice of an intention to impose discipline shall be provided to the Employee within fifteen (15) working days after the date on which the alleged infraction is made known to the appointing authority.

Records of disciplinary action will be removed from the employee's records after two (2) years, providing there has been no intervening disciplinary action recorded.

**Section 23.2 -- Grievance Finding**

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

The Union shall have the right to process a discharge as a grievance at the second step of the Grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step is deemed necessary by either party.



**ARTICLE XXVI**  
**Saving Clause**

**Section 26.1 -- Saving Clause**

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the court's decision and upon issuance of such a decision, the employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

**ARTICLE XXVII**  
**Duration of Agreement**

**Section 27.1 -- Duration of Agreement**

The Agreement will be effective from July 1, 2024 to June 30, 2026. Thereafter, it shall be self-renewing for one-year periods, unless written notice of intention to modify the Agreement is given by either party (City or Union) to the other not later than January 15<sup>th</sup> of the calendar year in which the Agreement expires.

**ARTICLE XXVIII**  
**Novation**

**Section 28.1 – Novation of Prior Agreement**

The parties acknowledge that by a valid Agreement between them effective July 1, 2024, issues set forth herein were settled through June 30, 2026. It is the expressed intention of the parties hereto that, this Agreement shall extinguish the fiscal years 2023 through 2024. Agreement and that the rights and duties set forth therein with regard to fiscal years 2023 through 2024 shall be substituted, by the rights and duties set forth in this Agreement.