## **COLLECTIVE BARGAINING AGREEMENT**

by and between

#### THE MAYOR AND COUNCIL OF ROCKVILLE

and

ROCKVILLE, MARYLAND, CITY EMPLOYEES LOCAL NUMBER 1453 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

Effective January 1, 2024

to June 30, 2027

<u>Note</u>: The City and the Union agree that any proposal which was placed on the bargaining table by either party and later amended or withdrawn during the course of the negotiations which resulted in this Agreement will not be admissible in evidence in any grievance, arbitration or other proceedings involving the parties hereto.

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#### COLLECTIVE BARGAINING AGREEMENT

This COLLECTIVE BARGAINING AGREEMENT (this "Agreement"), effective as of January 1, 2024 (the "Effective Date"), is entered into by and between THE MAYOR AND COUNCIL OF ROCKVILLE, a body politic and municipal corporation of the State of Maryland (the "City") and ROCKVILLE, MARYLAND, CITY EMPLOYEES LOCAL NUMBER 1453 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (the "Union").

#### **ART. 1 - UNION RECOGNITION AND UNIT**

#### Sec. 1.1 - Recognition and Bargaining Unit.

(a) The City recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement, which shall be the hourly paid employees who have successfully completed a probationary period of 1,040 hours upon initial hire or rehire (excluding temporary, part-time, and seasonal employees who work less than twenty-five (25) hours per week on a regular basis and also work less than five (5) consecutive months per calendar year) at the level below crew supervisor in the Operations and Maintenance Division and the Recycling and Refuse Division of the Department of Public Works and in the Parks Maintenance Division of the Department of Recreation and Parks of Rockville, Maryland, for the purpose of collective bargaining with respect to terms of pay, wages, hours of work, and other conditions of employment.

(b) Whenever used in this Agreement, the word "employee" shall mean the regular employees described in paragraph (a) of this Section. No employee shall be covered by this Agreement if the provision for their position is not included in the adopted City budget.

(c) The City agrees to furnish the Union with the job classifications, rates of pay, and job descriptions of employees covered by this Agreement; and shall inform the Union upon changes to any of the aforementioned items.

(d) Whenever the male gender is used in this Agreement, it shall also include the female or unassigned genders.

#### **ART. 2 – UNION MEMBERSHIP AND DUES**

<u>Sec. 2.1 - Union Security</u>. Each employee who, as of the Effective Date of this Agreement, is a member of the Union, and all employees who thereafter voluntarily become members of the Union, shall, maintain their membership in the Union during the term of this Agreement. Each employee hired on or after the Effective Date of this Agreement who elect to join the Union shall, pay to the union membership dues as certified by the union.

Sec. 2.2 - Payroll Deduction Authorization. The employer agrees to deduct the Union membership dues, P.E.O.P.L.E. deductions, Union authorized supplement insurance, or other Union authorized deductions from each regular pay of those employees who individually request in writing that such deductions be made. Such requests will remain in effect unless written termination is sent to the Union by the employee by way of certified mail during the period from June 1 through June 15. In order for the withdrawal to be completed for submission to the Finance or Human Resources Department on or before June 30, the letter must be postmarked between June 1 and June 15 and must be mailed to the following address:

Director AFSCME Council 3/Local 1453 1410 Bush Street, Suite A Baltimore, Maryland 21230

The amounts to be deducted shall be certified to the Board by the Union. The aggregate deductions, together with an itemized statement, shall be remitted monthly to the Union. Such deductions shall be made via electronic fund transfer to the account authorized by the Comptroller of AFSCME Council 3. Membership lists and bargaining unit lists shall be remitted monthly via email to COMPTROLLER@AFSCME3.ORG in Excel format.

<u>Sec. 2.3 - Check-Off Waiver</u>. The City shall be relieved from making such payroll deductions upon an employee's (a) termination of employment; or (b) transfer to a job outside the bargaining unit; or (c) layoff from work; or (d) in accordance with applicable law. Upon the return of an employee to work from any of the foregoing enumerated absences, the City shall immediately resume the obligation of making such deductions.

<u>Sec. 2.4 - City Indemnification</u>. The City assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union shall indemnify and hold the City harmless from any and all claims, grievances, arbitrations, awards, suits, attachments, or other proceedings arising 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. 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 Union.

#### **ART. 3 - GRIEVANCE AND ARBITRATION PROCEDURE**

<u>Sec. 3.1 - Settlement of Grievances</u>. The Union and the City recognize their mutual responsibility for the prompt and orderly disposition of grievances concerning the interpretation and/or application of a provision of this Agreement. The Union, the employees, and the City agree that the provisions of this Article shall provide the means of disposition of all grievances. A grievance is an allegation by an employee or the Union that the City has violated a specific provision of this Agreement. Grievances affecting a class of employees, or the bargaining unit as a whole may be presented by the Union President at Step 2 in accordance with the same time limits provided for individual grievances presented at Step 1. A class action or unit grievance shall identify the employees within the class or unit who are allegedly affected.

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<u>Sec. 3.2 - Union Stewards</u>. The Union may select Union Stewards and alternates from among the employees to act in their absence. The Union shall always provide the City with a current list of such Union Stewards and their alternates.

<u>Sec. 3.3 - Procedural Steps</u>. In the interest of encouraging open communications and resolving issues, all employees and/or Union Stewards should first attempt to resolve grievances informally through discussion with the immediate supervisor. Any timely grievance which an employee and/or his Union Steward have not been able to adjust informally with the immediate supervisor may be made the subject of a grievance, and shall be processed in the following steps:

- <u>Step 1</u>. The aggrieved employee and the appropriate Union Steward shall present the grievance in writing using the standard grievance form to the employee's immediate supervisor within fifteen (15) calendar days after the reason for the grievance has occurred or within fifteen (15) calendar days after the date on which the aggrieved employee could reasonably have known of the event which caused the grievance, whichever is later. The employee and Union Steward shall meet on such grievance with the immediate supervisor and the next level supervisor as designated by the City, within seven (7) calendar days after presentation thereof. A written answer to said grievance shall be furnished by the City to the employee or employees involved and their Union Steward within seven (7) calendar days after said meeting. If they serve written notice and that said written answer is not satisfactory to them, or if said written answer is not furnished within seven (7) calendar days, the grievance shall proceed to Step 2.
- Step 2. No later than seven (7) calendar days after the written answer is furnished in Step 1, the grievance shall be presented by the appropriate Union Steward, the Union's President and/or the Union Representative, in writing to the City Manager or his designee. The City Manager may appoint a designee to hear the grievance, however, the designee may not be any City employee that is in the supervisory chain-of-command for any employee covered under this Agreement. The Union Representative, the appropriate Union Steward, and the employees or employees involved shall meet with the City Manager and the Union Representative or their designees, within seven (7) calendar days from the date upon which the grievance is presented to the City Manager or his designee. A decision must be made by the City and communicated to the Union Representative and the Union President, in writing, within seven (7) calendar days after the meeting. If the meeting cannot be arranged within said seven (7) calendar day period, the City Manager or his designee shall, nevertheless, communicate the decision upon said grievance to the Union Representative and the Union's President within ten (10) calendar days after the grievance is first presented to the City Manager or his designee at this Step 2.

<u>Sec. 3.4 - Grievance and Arbitration Procedure, Grievance Investigations</u>. The Union President and/or Union Stewards shall be permitted a reasonable period of time, with pay, to leave their work to investigate and address the grievance of an employee under their specific area of

jurisdiction after notification to and permission from their immediate supervisor, provided such leave shall not disrupt, or otherwise interfere with efficient City services, in the supervisor's judgment. Requests for a reasonable period of time to investigate and address the grievances of employees will not be unreasonably denied.

<u>Sec. 3.5 - Extension of Time Limits</u>. The time limits set forth in this Article are of the essence of this Agreement and are essential to the proper handling and disposition of grievances. Therefore, said time limits can be extended only by agreement between the City and the Union. If such extension is verbal, then there shall be written confirmation of such extension by the party requesting it.

<u>Sec. 3.6 - Individual Complaints</u>. Notwithstanding the foregoing provisions of this Article, any employee or employees shall have the right at any time to present grievances to the City and to have such grievances addressed without the intervention of the Union, as long as this action is not inconsistent with the terms of this Agreement and provided that with the consent of the grievant the Union Representative or his designee has been given the opportunity to be present during grievance proceedings.

Sec. 3.7 - Arbitration Appeal Procedure. Any grievance of an employee concerning the interpretation and/or application of an express provision or provisions of this Agreement that has been properly processed through the grievance procedure as set forth in this Article and has not been settled at the conclusion thereof may be appealed to arbitration by the Union by serving written notice of its intention to appeal on the City, together with a written statement of the specific provision or provisions of this Agreement at issue, within fifteen (15) calendar days after the City's answer at Step 2 of the Grievance Procedure. If such appeal notification is not given within the time limitation provided in this Section, the answer of the City shall be final and binding on the aggrieved employee or employees and the Union.

**Sec. 3.8 - Selection of Arbitrator.** Within ten (10) calendar days of the receipt of notification of the Union's desire to arbitrate, the designated Union and City representatives shall confer to select an arbitrator. If they are unable to agree upon an arbitrator within five (5) calendar days, they shall jointly request the Federal Mediation and Conciliation Service to furnish a list of not less than five (5) arbitrators, one of whom shall be designated by them within ten (10) calendar days after the receipt of said list, to act as arbitrator of the grievance. Selection shall be made by the Union and the City representatives, either by agreement, or if agreement cannot be reached, by alternately striking any name from the list until only one name remains. The party requesting arbitration shall strike first. The final remaining name shall be the arbitrator of the grievance.

<u>Sec. 3.9 - Arbitrator's Jurisdiction</u>. The jurisdiction and authority of the arbitrator of the grievance and his opinion and award shall be confined exclusively to the interpretation and/or application of the express provision or provisions of this Agreement at issue between the Union and the City. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to establish or alter any wage rate or wage structure; or to consider any term or condition of employment not expressly set forth within a provision of this Agreement.

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The arbitrator shall not hear or decide more than one grievance without the mutual consent of the City and the Union. The award in writing of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority as specified in this Agreement shall be final and binding on all employees covered by this Agreement, the Union and the City. The Union and the City will request the arbitrator to submit his award to the parties not more than thirty (30) days after close of the hearing or after submission of hearing briefs, whichever is later.

<u>Sec. 3.10 - Arbitration Expenses</u>. The Union and the City shall each bear its own expenses in these arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted to determination.

#### **ART. 4 - NON-DISCRIMINATION**

<u>Sec. 4.1 - Non-Discrimination</u>. Neither the City nor the Union shall discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, religion, ancestry, marital status, disability, presence of children, sexual orientation, age, gender identity, or Union activity or refraining therefore in accordance with applicable law. Notwithstanding any other provision of this Agreement, the City is permitted to take all actions necessary to comply with the American with Disabilities Act, including but not limited to, the authority to take actions deemed by the City to be necessary to effect reasonable accommodations.

#### ART. 5 - SENIORITY, QUALIFICATIONS, PROMOTION, TRANSFER, LAYOFF AND RECALL

<u>Sec. 5.1 - Seniority Defined</u>. Seniority standing shall be granted to all regular Union employees. Seniority standing is determined on the basis of actual length of continuous service from the latest date of regular employment within the bargaining unit; provided, however, that an employee who accepts a position with the City but outside the bargaining unit and fails to return to a unit position within two (2) years shall forfeit their previously acquired seniority under this Agreement.

<u>Sec. 5.2 - Probationary Employees</u>. All employees newly hired or rehired by the City after termination of their employment shall be considered probationary employees until they have worked one thousand forty (1,040) hours from the date of hire. During and at the end of their probationary period, the City may discipline or discharge any such probationary employee in its discretion and such discipline or discharge shall not be subject to the grievance or arbitration provisions of this Agreement.

<u>Sec. 5.3 - Personnel Actions</u>. In all personnel actions involving employees relating to layoff, transfer, recall from layoff, and promotion, seniority shall be the governing factor when, in the judgment of the City, applicants have relatively equal ability and qualifications to perform the available job in a satisfactory manner. The City will make such a judgment based on a screening process which may include, but is not limited to, minimum training and experience and other requirements, testing, performance, and interviews.

<u>Sec. 5.4 - Termination of Seniority</u>. An employee's seniority shall be terminated and all rights under this Agreement forfeited for the following reasons:

(a) Discharge for just cause, voluntary quit, resignation, or retirement.

(b) Absence for three (3) consecutive scheduled workdays without notifying the City during the absence (unless physically impossible to do so) of (1) an illness or accident preventing the employee from working, as evidenced by written certification of a physician or other proof if requested by the City, or (2) other satisfactory reason for such absence.

(c) Failure to return to work within five (5) consecutive days after an employee has received due notification of recall from layoff by the City without the employee so recalled notifying the City during said five (5) days (unless physically impossible to do so) of (1) an illness or accident preventing the employee from working, as evidenced by written certification of a physician or other proof if required by the City, or (2) other satisfactory reason for such absence.

(d) Absence from payroll for any reason in excess of twelve (12) consecutive months.

#### Sec. 5.5 - Temporary Transfers.

(a) The City may make temporary transfers of employees to positions other than those which they normally perform when the City deems necessary in order to meet the requirements of the operations involved. Except in the case of an emergency, all temporary transfers shall be made on the basis of seniority (starting at the top of the seniority list) from among those employees qualified to satisfactorily perform the temporary task or assignment as determined by the City. In the event that no employee volunteers for the temporary assignment the City may transfer the least senior qualified Union employee to the temporary position, except for temporary transfers to the position of Sanitation Worker, whereas the City may transfer the least senior qualified Union employee with a grade less than or equal to the grade of Sanitation Worker.

(b) Any employee temporarily transferred shall be paid either the rate for the job classification from which he transferred or the rate for the job classification to which he is transferred, whichever is higher, when such temporary transfer is for one (1) work day or more, or immediately, when the temporary transfer is to a position which is actually vacant. In the event of a temporary transfer of one (1) work day or more to a higher paid job classification which is not vacant, the affected employee shall be entitled to receive an extra step or the minimum of the higher range, whichever is greater, for all hours worked in that position.

(c) Temporary transfer assignments shall be for a period not to exceed sixty (60) workdays unless: (1) the position is being kept open for an employee on authorized leave, or (2) mutually agreed upon by the City and the Union; otherwise, any position which is filled for more than sixty (60) workdays by temporary transfer shall be considered open and shall be posted.

(d) When an employee takes on acting duties as acting supervisor, said employee will be paid out of title pay as outlined in the Personnel Policy and Procedures Manual or an additional \$2.00 per hour, whichever is greater.

**Sec. 5.6 - Job Bidding.** When a job vacancy (other than temporary) or a new regular job opening or job reclassification occurs and the City deems it necessary to fill such job vacancy, the City will post a notice of such job opening for a period of not less than ten (10) consecutive calendar days. Job vacancies will be available on the City's website. Any employee who desires to be considered shall submit a City of Rockville employment application form. If the City determines there are applicants qualified and available for the job opening without further training (other than a two (2) day job familiarization period), at the expiration of the applicable period of posting, the City shall fill the position from among such applicants on a seniority basis where two (2) or more applicants are deemed equally qualified by the City. If within thirty (30) days of actual work, the City determines that the successful bidder cannot perform the job satisfactorily within this orientation period, he shall be returned to his former job or another comparable job within the bargaining unit which the City determines he is qualified to perform, without loss of seniority. In any event, he will be entitled to return to his former job as soon as a vacancy therein occurs. If there is no qualified applicant available under the provisions of this Section, the City may fill the job from any available source, in its judgment.

<u>Sec. 5.7 - Seniority Lists</u>. Seniority lists showing names, dates of hire, and job classifications of all regular employees shall be maintained in a database and will be available to the Union President or Union Representative upon reasonable request. Seniority shall be the determining factor in the following instances: (1) when granting time off requests which are concurrently submitted, and (2) when selecting the successful candidate in the case of a job bid or promotion pursuant to Sections 5.1 and 5.6 of this Article where in the judgment of the City two (2) or more employees are deemed equally qualified. The list shall be open to protest by employees and correction for a period not to exceed five (5) days, and upon proof of error presented by an employee or his Union Representative such error shall be corrected. If no protest is filed within five (5) days, then such lists shall be considered final and not subject to review. A copy of the seniority list shall be sent by mail to the President and designated representative of the Union.

<u>Sec. 5.8 - Certificates and Licenses</u>. In consideration of any and all certificates and licenses required of or deemed desirable for employees for the performance of their specific duties (including but not limited to Commercial Driver's License and Pesticide Certificate), all employees on the payroll July 1 will be entitled to an annual Certificates and Licenses Allowance of \$25.00 paid once per year during the month of July. In addition, the City will promote bargaining unit employees in water and sewer positions who obtain permanent Water and Sewer state licenses, to Pay Grade UN105 within the Utilities Division designated for the purpose by the Department of Public Works. Those employees who obtain the necessary permanent state licenses shall receive their grade increase effective the first full pay period after placement in an available authorized position. The compensation of all employees who qualify and are placed in one of the authorized upgraded positions will be as though promoted and they will have a six (6) month

period from the Effective Date of their promotion at which time they will be eligible for an additional step increase. All employees who are promoted are required to satisfy all MDE requirements for maintenance of their state license in order to continue to receive any additional compensation or pay grade increase provided pursuant to this section. Any employee who is required by the City to obtain any new license or certification after July 1, 1999, will be entitled to a full reimbursement of the initial applicable fee therefore upon presentation of proof of payment.

#### **ART. 6 - PAID HOLIDAYS**

<u>Sec. 6.1 - Holidays</u>. For the purpose of this Agreement, the following days shall be considered paid holidays on the day observed by the City as the holiday for all regular employees: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Thanksgiving Friday, Christmas Day, and all days of General and Congressional Elections (excluding Primary Elections) throughout the State.

<u>Sec. 6.2 - Holiday Scheduling</u>. For the general job classifications of work assignment, holidays falling on Saturday shall be observed on the preceding Friday, and holidays falling on Sunday shall be observed on the following Monday. For the continuous job classifications of work assignment, holidays shall be observed on the calendar day. An employee in this latter classification shall receive a regular workday's pay for a holiday that falls on a regularly assigned rest day. When a holiday falls during an employee's vacation leave, he shall not be charged vacation leave for said holiday. In order to be eligible for holiday pay, an employee must be in "pay status" on his last scheduled regular workday before and his first scheduled regular work day after the holiday.

<u>Sec. 6.3 - Holiday Pay</u>. Holiday pay for eligible employees shall be equal to the number of hours an employee is normally scheduled to work.

<u>Sec. 6.4 - Holidays Worked</u>. An employee required to work on the holidays listed in this Article shall be paid one and one-half times his regular rate for all hours worked on the holidays, in addition to the holiday pay, appropriate under Sec. 6.3 of this Article, provided the employee works at least forty (40) hours within the work week.

#### ART. 7 - VACATIONS

<u>Sec. 7.1 - Annual Leave Policy</u>. Annual leaves are necessary to the health and well being of all City employees, and time off shall be taken by every employee, except in unavoidable emergencies. Annual leave days may be taken for any personal reason. All paid annual leaves for employees of the City shall be computed as follows:

(a) Employees with 0 to 24 months of service shall earn 4 hours, 56 minutes of Annual Leave for each pay period of service.

- (b) Employees with 25 to 60 months of service shall earn 5 hours, 51 minutes of Annual Leave for each pay period of service.
- (c) Employees with 61 to 96 months of service shall earn 6 hours, 28 minutes of Annual Leave for each pay period of service.
- (d) Employees with 97 or more months of service shall earn 7 hours, 05 minutes of Annual Leave for each pay period of service.

Sec. 7.2 - Accumulation and Crediting of Leave. Although employees may accrue more than four hundred (400) hours of annual leave, they may not carry over more than four hundred (400) hours of annual leave into any subsequent leave year without approval from the City Manager. Any annual leave in excess of the 400-hour limit as of December 31st each year will be credited to the employee's sick leave balance, provided the employee has used and/or converted eighty (80) hours of annual leave during that year. No provision will be made for the advance crediting of annual leave. Upon termination, an employee may take the unused portion of annual leave or may request payment for the same, except that an employee yet to complete his or her initial probationary period shall not be entitled to such payment. In no event shall leave taken or paid exceed four hundred (400) hours.

Sec. 7.3 - Annual Leave Scheduling. The City will designate and assign annual leave days of employees, provided however that employees' annual leave preferences shall be given due consideration on the basis of departmental seniority within job classifications by the City when it determines that services and operating efficiency are not impaired. Any reservation costs incurred by an employee through rescheduling his annual leave by the City will be reimbursed, upon proof of same. The employee shall advise his supervisor of any advance reservations he holds if requested to cancel or reschedule his annual leave. Any employee required to return to work while on annual leave shall be compensated for the time actually worked at the rate of time and one-half his regular rate for the current annual leave week only. Any remaining annual leave weeks may be rescheduled as designated above.

#### **ART. 8 - SICK LEAVE**

<u>Sec. 8.1 - Paid Sick Leave</u>. Employees will be entitled to sick leave of 4 hours and 37 minutes per pay period up to a maximum of one hundred twenty (120) hours per year of service. There will be no limit on the amount of sick leave an employee may accumulate. Sick leave accumulated by employees on the date of this Agreement shall be credited to their personal record. Each employee shall be individually notified of the amount of his accumulated sick leave.

<u>Sec. 8.2 - Eligibility Requirements</u>. Subject to the City's policies on absenteeism and the other provisions of this Agreement, sick leave shall be granted to employees when:

(a) Incapacitated from the performance of their duties by sickness, injury, or for medical, dental, or optical examination or treatment.

- (b) Family illness, not to exceed seven (7) days in any one calendar year. "Family" shall be defined as parents, spouse, children, sibling, parents-in-law, foster parent, grandparent, and grandchildren. "Family" shall also include other blood, half and step relatives provided they reside in the employee's household. When an employee has exhausted family sick leave during the year, that employee will be permitted to utilize accumulated annual leave, provided that the employee's supervisor is able to verify the family sickness.
- (c) Under quarantine.

<u>Sec. 8.3 - Proof of Illness</u>. A medical certificate acceptable to the City Manager may be required for sick leave as follows:

- (a) For any period of sick leave exceeding two (2) consecutive work days.
- (b) For any non-consecutive sick leave in excess of three (3) days in any thirty (30) day period, whether or not consecutive workdays.
- (c) For chronic or excessive absences, or when abuse is suspected.

<u>Sec. 8.4 - Sick Leave Bank</u>. All non-probationary regular employees shall be eligible to participate in the Sick Leave Bank in accordance with the terms and conditions applicable thereto as set forth in the City's Personnel Policy and Procedures Manual.

Sec. 8.5 - Retirement. For employees hired prior to July 1, 2015, at the time of initial employment an employee must elect that upon retirement from the City's service, an employee shall either be paid one (1) day's pay for every four (4) days of sick leave time which he has accumulated to his credit at the date of his retirement or have added to credited future service one (1) work day for every accumulated day of such leave time. Upon any other type of separation from City employment, no payment shall be made for any unused accumulated sick leave. Employees hired on or after July 1, 2015 shall have added to credited future service one (1) work day for every accumulated day of sick leave (up to a maximum of one (1) year of service time), but will not be eligible to be paid one (1) days's pay for every four (4) days of accumulated sick leave time when they retire.

# ART. 9 - LEAVE FOR BEREAVEMENT, JOB INJURY, JURY DUTY, PERSONAL MATTERS, AND MILITARY SERVICE

<u>Sec. 9.1 - Bereavement Leave</u>. Regular employees shall be entitled to a leave of absence with pay at their regular rate up to three (3) regular scheduled work days in the case of death in their immediate family. The term "immediate family" shall mean spouse, child, sibling, parent, parent-in-law, foster parent, grandparent, grandchild, sister-in-law, brother-in-law, aunt, uncle, foster child, niece or nephew. The leave of absence must be taken within one (1) year of death, to allow employees to attend a celebration of life or memorial that may be scheduled much later, after the

death of their immediate family member. The employee must be prepared to offer valid proof of death upon request. An employee who requires more time off because of distant travel or other extraordinary circumstances may be granted one (1) additional day of leave of absence with pay if approved by the Human Resources Director. Regular employees may be granted one (1) working day off with pay for the death of other close extended family members, related or non-related, if authorized by the Human Resources Director. Bereavement leave shall not be charged against other forms of leave such as annual, sick, etc.

**Sec. 9.2 - On-The-Job Injury Leave.** In the event an employee sustains a compensable injury or illness rendering them totally disabled while on the job, they shall, after three (3) days of absence, receive their regular base rate of pay (not to exceed forty (40) hours per week), less any workers' compensation payments during the period of temporary total disability. Employees are eligible to use their accrued Annual, Sick, or Compensatory Time during the 3-day waiting period. If an employee does not have available accrued leave during the 3-day waiting period, their time will be entered as Leave Without Pay in the City's time and attendance system. If an employee is out of work for more than fourteen (14) days due to a compensable injury, the City will recredit two (2) days of leave used by an employee during the initial three (3) day waiting period. Employees may receive a maximum benefit of twelve (12) months of Job- Injury Leave payable to maximum medical recovery. Absences for Job-Injury Leave must be authorized solely by the City's workers' compensation insurer, third-party administrator, claim service and/or physician. When Job-Injury Leave stops, the disabled individual may continue to be compensated in accordance with the Workers' Compensation Laws of the State of Maryland.

Sec. 9.3 - Long-Term Disability. Long-Term Disability (LTD). A disability benefits insurance for disabilities resulting from off-the-job injuries/illnesses that have been certified by the City's external LTD administrator. The benefit is paid until the employee reaches Social Security Normal Retirement Age or for a maximum benefit period, as stated by the LTD insurance carrier. LTD benefits may be paid for a total or a partial disability. The City's LTD administrator will disburse LTD checks for approved claims and the maximum amount of the insurance benefit will be sixty percent (60%) of the employee's base salary. Employees may use any remaining leave to supplement LTD income, to bring their total income up to one hundred percent (100%) of their base salary. The City is paying the full premium cost for LTD; employees will not pay any portion of the premium.

<u>Sec. 9.4 - Jury Duty Leave</u>. Employees who have completed their probationary period and who serve on jury duty shall be compensated by the City in the amount of their regular rate for regular scheduled workdays lost, <u>provided</u> they are prepared to offer valid proof of such jury duty upon request of the City. Whenever such an employee is temporarily excused from jury duty by the Court on his scheduled workday, he shall advise his supervisor as promptly as possible and report for work if so requested. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the City.

#### Sec. 9.5 - Military Training Leave.

11 | Page (a) <u>Reserve Duty</u>. Any employee of the City who is a member of the National Guard or any reserve component of the Armed Forces of the United States will be entitled to a leave of absence without loss of time or annual leave during which he is engaged in the performance of official duty or training in this state, or in the United States, under competent orders. While on such leave he shall be paid his regular salary, less his military pay, not to exceed a total of ten (10) working days in any one (1) calendar year. However, an additional five (5) days may be used as needed for travel time. Official copies of the orders must be presented to the City no later than one (1) week prior to the scheduled date of departure. The additional five (5) days will not be provided to an employee if he voluntarily extends the training time or is required to spend additional training time caused by excess absences to reserve meetings during the preceding year. To receive payment of wages, an employee must, prior to his leave, file with the Human Resources Department and his Department Head, a copy of official orders, and upon his return a certification from his Commanding Officer verifying performance of duty in accordance with terms of the orders.

(b) <u>Definition of Armed Forces</u>. As used in this Section, "Armed Forces" is defined to include the Army, Navy, Marine Corps, Air Force, and Coast Guard, and "reserve component" is defined to include the federally recognized National Guard and Air National Guard of the United States, the Officers Reserve Corps, the Regular Army Reserve, the Air Force Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve, and the Coast Guard Reserve.

<u>Sec. 9.6 - Military Service Leave</u>. Employees who enlist in the military service shall have all rights and entitlements provided by federal law.

#### **ART. 10 - LEAVES OF ABSENCE**

<u>Sec. 10.1 - Leave of Absence Without Pay</u>. Upon written approval of the City Manager or his designee, in extenuating circumstances an employee may, by application in writing, be considered for a leave of absence without pay, not to exceed one (1) year.

#### Sec. 10.2 - Leave for Union Service.

(a) <u>Appointment to Union Office</u>. Notwithstanding other provisions of this Agreement, any employee elected or appointed as an employee of the Union shall be granted a leave of absence without pay for the term of the election or appointment of his office, contingent upon the Union's <u>providing</u> a minimum of ten (10) working days notice to the City of the employee's appointment, and <u>provided further</u> that no more than two (2) employees at any one time shall receive an appointment under this Section. Such leave of absence may be extended for additional terms upon the written permission of the City Manager.

(b) <u>Convention Delegates</u>. Following submission of written requests for leave received at least twenty-one (21) days in advance, up to an aggregate of seventeen (17) days of Union business leave of absence with pay in any calendar year (plus a maximum of seven (7) such days may be carried over for one (1) additional year) shall be granted annually to employees for

scheduled work days lost to attend and serve as delegates to conventions and organization conferences of the Union provided, however, that no more than one (1) employee per work crew shall be granted such leave at the same time.

<u>Sec. 10.3 - Return from Leave</u>. Seniority shall accumulate during all leaves of absence approved by the City. In addition to accruing seniority while on leave of absence granted under the provisions of this Agreement, employees shall be returned to the position which they held at the time the leave of absence was requested, if the position is still available as determined by the City, or to a comparable job they are qualified to perform, in the City's judgment.

#### **ART. 11 - HOURS OF WORK**

<u>Sec. 11.1 - Regular Workday</u>. The regular workday shall consist of eight (8) consecutive hours (including a paid lunch break) within the twenty-four (24) hour period beginning at the time designated by each Department; except in the case of employees assigned to work four (4) ten (10) hour regular workdays per week.

<u>Sec. 11.2 - Regular Work Week</u>. The regular work week shall consist of five (5) consecutive regular workdays, Monday or Tuesday through Friday or Saturday inclusive, or four (4) ten (10) hour regular workdays per week.

Sec. 11.3 - Rescheduling A Regular Work Week. Whenever the City redefines the work week, the City will notify the Union not less than three (3) weeks in advance of such schedule change. Work schedules showing each employee's shifts, regular workdays, and hours of work shall be distributed to each affected employee.

<u>Sec. 11.4 - Rest Periods</u>. All employees' work schedules shall provide for a ten (10) minute onsite rest period during each one-half shift, unless the City determines that unusual work requirements prohibit it. Rest periods shall be scheduled at the middle of each one-half shift, whenever this is feasible. The rest period during the second half shift may be scheduled immediately after the lunch period, if deemed practical by the City. Employees who, for any reason, work an additional shift immediately following their regular shift shall receive after twelve (12) consecutive work hours, a one (1) hour and (30) thirty minute rest period (inclusive of rest periods); after sixteen (16) hours and thirty (30) minutes consecutively worked, a two (2) hour rest period (inclusive of meal periods); and after twenty-four (24) consecutive work hours, a three (3) hour rest period (inclusive of meal periods). In addition, they shall be granted the regular rest periods that occur during the shift. The City reserves the right to adjust rest periods to meet the City's needs.

#### Sec. 11.5 - Lunch Periods.

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(a) All employees shall be granted a twenty-five (25) minute lunch period during each work shift.

(b) All employees will be entitled to the following annual meal allowance to be paid within one month of their date of hire: employees hired during July, August, or September - \$140.00; employees hired during October, November, or December - \$105.00; employees hired during January, February, or March - \$70.00; and employees hired during April, May, or June - \$35.00. All allowances will be paid consistent with IRS regulations.

<u>Sec. 11.6 - Cleanup Period</u>. Employees will be granted a ten (10) minute personal cleanup period prior to the end of each work shift.

<u>Sec. 11.7- Stand-By Pay</u>. Employees who may be regularly assigned stand-by duty shall be paid at the next higher step for the length of time assigned to such stand-by duty.

<u>Sec. 11.8 Team Task for Recycling and Refuse</u> – Sanitation employees and employees temporarily assigned to sanitation tasks in the Recycling and Refuse Division will be released from work in a timely manner by the Superintendent of Recycling and Refuse or their supervisor, without loss of pay on regular workdays, once the following team task conditions are met. This provision does not apply to overtime work performed on make-up days for sliding holidays or delayed collections.

The employee's route and all work associated with said route is complete with no known customer misses; and

- (a) The employee's route and all work associated with said route is complete with no known customer misses; and
- (b) All other routes (refuse, recycling, special collections, carts and yard waste) are covered by other employees; and
- (c) Employees who have completed their task will no longer be needed to assist on other routes; and
- (d) Assigned vehicle fueling, vehicle washing, interior cleaning and greasing are complete; and
- (e) All assigned administrative duties are complete (submission of load documentation/weight tickets, performance reviews, inspections of assigned vehicles and equipment, submission of fleet tickets, staff meetings, etc.); and
- (f) The employee has no outstanding training that needs to be completed.

### ART. 12 - OVERTIME WORK AND PAY

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<u>Sec. 12.1 - Overtime Pay</u>. Time and one-half the employee's regular hourly rate shall be paid for work under the following conditions: (a) all work performed in excess of forty (40) hours in any workweek, including credit for approved leave and holidays which fall within his regular workweek. One and one-half times the employee's regular rate shall be paid for work performed on the holidays as provided in Article 6, Section 6.1.

<u>Sec. 12.2 - Call-Back Pay</u>. An employee recalled to work after he has left the City's premises shall be entitled to receive a minimum of four (4) hours pay, or pay for hours actually worked, whichever is greater; provided further that such employee has worked over forty (40) hours in that workweek, including credit for approved leave. If the callback work assigned and the employee's regular shift overlap, the employee shall be paid the call-back rate of one and one-half times the employee's regular rate until he completes two (2) hours work. The employee shall then be paid for the balance of his regular shift at the appropriate regular rate. On City holidays, midnight to midnight, the employee shall be paid two (2) times their regular rate of pay.

<u>Sec. 12.3 - Overtime Work Assignment</u>. The amount of overtime and the employees assigned to work such overtime hours shall be established by the City, <u>provided however</u>, that overtime work shall be distributed as equitably as is reasonably practical among qualified employees normally engaged in the work involved. Any error in the distribution of overtime shall be adjusted by the City by the priority assignment of similar future overtime when available, to the employee erroneously deprived of such work.

<u>Sec. 12.4 - Compensatory Time</u>. An employee may earn up to eighty (80) hours of compensatory time in lieu of overtime pay each calendar year, subject to legal requirements or restrictions imposed by the Fair Labor Standards Act. Any accrued compensatory time in excess of eighty (80) hours will be paid out at the end of the leave year. The Department Director or their designee shall at all times retain the discretion to determine whether and when an employee can use compensatory time.

#### ART. 13 - SAFETY AND HEALTH

Sec. 13.1 - Safe Working Conditions. The City and the Union will encourage employees to work in a safe manner and cooperate with the City in adherence to the City's rules, policies and practices pertaining to safety and health. The City shall make available to all employees from time-to-time safety awareness courses developed or chosen by the City.

<u>Sec. 13.2 - Employee Recommendations</u>. Every recommendation for the protection of the safety and health of employees submitted by employees to their supervisor or in the absence of the supervisor to the safety administrator or to the Human Resources Director shall be promptly considered by the City and appropriate action taken whenever, in the City's judgment, deemed necessary.

<u>Sec. 13.3 - Safety Committee</u>. There shall be established a Safety Committee consisting of six (6) members, three (3) of whom shall be appointed by the Union from among the employees and

three (3) of whom shall be appointed by the City from the City's management. The safety administrator shall also serve on the committee as a non-voting member in an advisory capacity. This Committee shall meet as needed in the discretion of the City to discuss safe working conditions and report its recommendations to the City Manager or his designee for consideration.

#### Sec. 13.4 - Protective Clothing and Facilities.

(a) <u>Uniforms and Other Special Clothing</u>. When the City provides uniforms and protective clothing, all employees will be required to wear such uniforms and protective clothing. The cost of maintaining the uniform or protective clothing in proper condition (including tailoring, dry cleaning and/or laundering) shall be paid by the City. The City further agrees to furnish and maintain rain gear and gloves for all employees when the City determines necessary. In addition, the City will furnish and maintain insulated coveralls as deemed necessary by the City for use in the winter months. Employees shall not wear uniforms furnished by the City during off-duty hours, except as may be necessary to go to and from work. Employees shall be furnished fresh uniforms daily. Uniforms remain City property and are on loan to employees, who are responsible for the care of these garments and must return them to the City. The cost of uniforms not returned to the City at termination of employment will be deducted from the employee's final paycheck. The City further agrees to maintain safe and sanitary locker rooms and related facilities.

(b) <u>Safety Shoes</u>. All current employees are required to wear safety shoes as specified and approved by the Safety and Risk Manager and will be entitled to an annual safety shoe allowance of \$165, paid once per year during the month of July. All new employees hired after July 1 each year will be entitled to the following shoe allowance to be paid within one (1) month of their date of hire: employees hired during July, August, or September - \$165; employees hired during October, November, or December - \$123.25; employees hired during January, February, or March - \$82.50; and employees hired during April, May, or June - \$41.25. All allowances will be paid consistent with IRS regulations.

#### **ART. 14 - HEALTH BENEFITS**

<u>Sec. 14.1 - Health Insurance Premium Co-Pay</u>. The City will pay eighty percent (80%) of the lowest price medical insurance premium, per each medical insurance carrier.

<u>Sec. 14.2 - Dental Plan</u>. The City will pay eighty percent (80%) of the cost of premiums for dental benefits. Any increases in such premiums shall be shared by the City and employees as provided in Section 14.1 of this Article. Employees that do not elect to participate in the dental plan shall have the City's cost of that plan applied to their health insurance premium.

<u>Sec. 14.3 - Life Insurance</u>. The City assumes the full current premium cost of life insurance coverage which provides protection for employees equivalent to one and one-half times annual straight time rate of pay, with certain additional accidental death and dismemberment benefits.

<u>Sec. 14.4 - Line of Duty Death Benefit</u>. The City will provide a deceased employee's designated beneficiary a death benefit in the amount of \$150,000 if the employee dies in the line of duty as a direct result of the performance of his or her duty. "Line of duty" means any action the deceased employee was obligated or authorized to perform by rule, regulation, condition of employment or service, or law.

<u>Sec. 14.5 - Dispute Over Provisions</u>. Should any dispute arise as to the interpretation or administration of the benefit plans summarized in this Article, such dispute shall not be subject to the grievance and arbitration provisions of this Agreement. The provisions of the official plan agreements, rather than this or any other plan summaries, shall govern their interpretation and administration by the City.

<u>Sec. 14.6 - Wellness Program</u>. The City agrees to continue a Wellness Program including certain health fairs and voluntary health screenings.

<u>Sec. 14.7 - Benefits Committee</u>. The City will establish a Benefits Committee for the purpose of communicating with City employees regarding possible modifications to the City's health benefit programs prior to the implementation of any such changes. The Union shall have one representative on this Committee. Employee representatives on this Committee shall not be given access to claims data or any personal health information, nor shall they be allowed to make determinations as the City's choice of benefits brokers. The participation of a Union Representative on the Benefits Committee shall not preclude the Union from submitting health insurance proposals in the course of negotiations on a new collective bargaining agreement.

#### **ART. 15 - MANAGEMENT RESPONSIBILITIES**

Sec. 15.1 - Management Functions and Responsibilities. Except as expressly modified or restricted by a specific provision or provisions of this Agreement, all municipal, managerial and administrative prerogatives and functions conferred upon the City inherently and by law, are retained and vested exclusively in the City, including but not limited to the right to demote, reprimand, suspend, discharge, or otherwise discipline employees for just cause; to hire and determine qualifications of employees; to assign and direct their work; to promote, transfer, lay off, and recall employees to work; to set the standards of productivity and the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, and means of facilities by which such operations are conducted; to establish and administer work standards; to set the starting and quitting time and the number of hours, overtime and shifts to be worked; to close down the City's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, contract out, or cease any job, department, operation or service; to control and regulate the use of facilities, equipment and other property of the City; to introduce new or improved service, research, distribution, and maintenance methods, materials and equipment; to determine the number, location and operation of departments, divisions and all other units of the City; to issue, amend or revise policies, rules, regulations and practices not in conflict with the express terms of this Agreement but otherwise necessary to carry out these and all other municipal, managerial, and

17 | Page administrative prerogatives; and generally to take whatever action that is otherwise necessary in the City's judgment and discretion to foster good service to its community and otherwise to determine, administer, and fulfill the mission of the City and direct the City's employees. The City's failure to exercise any prerogative or function hereby reserved to it, or the City's exercise of any such prerogative or function in a particular way, shall not be considered a waiver of the City's right to exercise such prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

#### **ART. 16 - UNION VISITATION**

<u>Sec. 16.1 - Union Visitation</u>. Upon notice to the City's appropriate Department Head or their designee, Union Council Representatives shall have reasonable access to the City's premises for the purpose of conferring with Union Stewards and administering this Agreement, provided that such visitations shall not affect the efficiency of the City's operations, in the City's determination.

<u>Sec. 16.2 - New Hire Orientation</u>. The Office of Human Resources will notify the Union President when New Employee Orientations contain employees hired to fill vacant bargaining unit positions. The Union will be allowed to make a presentation to bargaining unit employees only during the last fifteen (15) minutes of the orientation program for such employees.

#### ART. 17 - RATES OF PAY

<u>Sec. 17.1 - Hourly Rate Increases</u>. Effective July 1, 2023, a 1% Cost of Living Adjustment to be paid starting in the first full pay period following July 1, 2023; and 2.7% step increase (salary increment) for those employees eligible to receive a step increase under PPP# 60-00 of the Personnel Policy and Procedure Manual, to be effective on the first day of the pay period in which their anniversary date falls.

Sec. 17.2 - Pay Periods. Employees will be paid bi-weekly through direct deposit.

<u>Sec. 17.3 - Night Differential</u>. Employees who may be regularly assigned to work an eight (8) hour shift more than four (4) hours of which fall between 5:00 p.m. and 7:00 a.m. shall be paid at the next higher step. Any employee working during said hours on an overtime basis, as provided in Article 12 hereof, shall not receive this Night Differential Pay.

<u>Sec. 17.4 - Longevity Pay</u>. Employees who were on the City's payroll in a position covered by this Agreement on June 30, 1992, shall be entitled to receive longevity pay in the amount of five percent (5%) of their annual salary once they have accumulated 7-1/2 years of uninterrupted service from the date of their last hiring; provided that hiring took place prior to July 1, 1992. Those same employees shall be eligible to receive longevity pay in the amount of ten percent (10%) of their annual salary once they have accumulated 12-1/2 years of uninterrupted service from the date of their last hiring; provided that hiring took place prior to July 1, 1992. Longevity payments will be made twice yearly, one-half in June and one-half in December of each year.

<u>Sec. 17.5 - Section 125-Payroll Deductions</u>. For the duration of this Agreement, the City agrees to continue to offer health and dental benefits to employees on a pre-tax basis.

<u>Sec. 17.6 - Timekeeping and Payroll Errors</u>. If an employee's time card or payroll sheet is changed from the way it was submitted, the supervisor authorizing the change shall notify the employee of the detail of such change, in writing, within two (2) working days of it being made. If an employee becomes aware of an error in his time card, payroll sheet, or paycheck, he or she must notify their supervisor within two (2) working days of learning of such error.

#### **ART. 18 - NO STRIKES OR LOCKOUTS**

Sec. 18.1 - No Strikes. The Union, its officers, agents, delegates, representatives, stewards, committeemen and members, and all other employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, or any other interference with or interruption of work at any of the City's facilities or operations, whether or not such strike, sympathy strike, slowdown, work stoppage, or other interference with or interruption of work (a) involves a matter subject to resolution pursuant to the grievance and arbitration procedures set forth in Article 3 of this Agreement; or (b) involves a matter specifically referred to or covered in this Agreement; or (c) involves a matter which has been discussed between the City and the Union; or (d) involves a matter which was within the knowledge or the contemplation of the City and the Union at the time this Agreement was negotiated or executed.

<u>Sec. 18.2 - Discipline</u>. The failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for immediate discipline, including discharge, and such discipline shall not be subject to the arbitration provisions set forth in Article 3.

<u>Sec. 18.3 - No Lockouts</u>. In consideration of this no-strike pledge by the Union, for the duration of this Agreement the City shall not lock out its employees.

#### **ART. 19 - GENERAL PROVISIONS**

<u>Sec. 19.1 - Due Notice to Employees</u>. City notification to an employee shall be deemed due and sufficient for the purpose of this Agreement if the notification is made personally or by registered or certified mail or telegram delivered to the employee's last known address as shown on his personnel record maintained by the City. It shall be the responsibility of each employee to keep the City informed of his current address and telephone number. For the purpose of computing any notification period, the day the notice is sent shall not be included.

<u>Sec. 19.2 - Bulletin Boards</u>. The City shall place at the disposal of the Union, adequate space on certain City bulletin boards for the purpose of posting the following Union activities: meetings, elections, and results of elections, appointments, recreational and social affairs, and such other activities as may be approved by the City's Human Resources Director or designee. There shall

be no posting or distribution of any notices, pamphlets, advertisements, political literature, or any other type of written, printed, graphic, or visual matter upon the City's premises by the Union except as herein provided.

<u>Sec. 19.3 - Disciplinary Rules</u>. The City's rules on standards of attendance and discipline, including warning, reprimand, suspension, and discharge of employees, shall be provided to the Union and shall be available to employees upon request. Discipline shall include, but not be limited to, verbal or written reprimand, disciplinary probation, suspension, reduction in grade, fines, or termination.

<u>Sec. 19.4 - Drug and Alcohol Testing</u>. Any drug and alcohol testing of current employees conducted by the City will be performed in accordance with applicable statutes and regulations.

<u>Sec. 19.5 - Employee Personnel Files</u>. An employee's official personnel file shall be that which is maintained by the City Human Resources Department. Employees shall be provided with a copy of any disciplinary actions included in their official personnel file on a timely basis upon reasonable request. Employees shall be afforded the opportunity to review their official personnel file once every six (6) months upon reasonable request. A disciplinary action which has not been relied upon by the City within two (2) years following its Effective Date as the basis for imposition of an elevated level of progressive disciplinary action for a subsequent infraction will not be considered in determining the appropriate level of future disciplinary actions.

<u>Sec. 19.6 - Participation and Inclusion</u>. Both the City and the Union recognize the value of working jointly on issues of mutual interest, such as safety, retirement, applicant selection, etc. To that end, the Union may be extended the opportunity to be represented in such activities as appropriate. In turn, in those instances where the Union is invited to designate a representative(s) to participate in such activities, the Union will encourage and permit active participation from among all its membership in these activities.

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#### **ART. 20 - SCOPE AND DURATION**

<u>Sec. 20.1 - Separability</u>. If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law, such term or provision shall continue in effect only to the extent permitted by such law. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

<u>Sec. 20.2 - Duration</u>. The Agreement shall become effective as of 12:01 a.m. on July 1, 2023, and shall continue in full force and effect until 12:00 midnight on June 30, 2026, and thereafter 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 less than thirty (30) days prior to December 1, 2025, or prior to December 1 of any succeeding year. Negotiations for any successor agreement shall take place only between the period of December 1 through April 1, unless otherwise agreed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 18th day of March 2024.

### THE MAYOR AND COUNCIL OF

**ROCKVILLE**, a body corporate and municipal corporation of the State of Maryland

Approved as to form:

By: <u>Robert Dawson</u> Robert E. Dawson, City Attorney

By: <u>Craig Simonean</u> Craig Simoneau, Acting City Manager

#### **ROCKVILLE CITY EMPLOYEES LOCAL NUMBER 1453 OF THE AMERICAN** FEDERATION OF STATE, COUNTY AND **MUNICIPAL EMPLOYEES AFL-CIO**

By: <u>Carroll Brawn</u> Name: <u>Carroll Braun</u> Title: <u>Staff Represntative</u>

By: <u>Larry Connelly</u> Name: <u>Larry Connelly</u> Title: <u>Larry Connelly</u>

By: \_\_\_\_\_

Name: Title:

By: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

CITY OF ROCKVILLE, MARYLAND COLLECTIVE BARGAINING AGREEMENT

Mayor and Council of Rockville Rockville, Maryland City Employees Local Number 1453 of the American Federation of State, County and Municipal Employees, AFL-CIO Effective January 1, 2024 to June 30, 2027

## EXHIBIT A

# AFSCME Step Pay Scale, FY 2024

Step/Grade	<b>103</b> Maint. Worker I PW/R&P	<b>104</b> Maint. Worker II PW/R&P	<b>105</b> Maint. Worker- PW III, Sanitation Worker, Traffic Maint. Worker	<b>106</b> Maint. Worker- PW IV, Sanitation Operator, Tree Climber I	<b>107</b> Facilities Maint. Trades Worker, Tree Climber II
Step 1	\$45,841	\$48,133	\$50,540	\$53,067	\$55,721
Step 2	\$47,079	\$49,433	\$51,904	\$54,500	\$57,225
Step 3	\$48,350	\$50,767	\$53 <i>,</i> 306	\$55,971	\$58,770
Step 4	\$49,655	\$52,138	\$54,745	\$57,482	\$60,357
Step 5	\$50,996	\$53 <i>,</i> 546	\$56,223	\$59,034	\$61,987
Step 6	\$52,373	\$54,992	\$57,741	\$60,628	\$63,660
Step 7	\$53,787	\$56,476	\$59,300	\$62,265	\$65,379
Step 8	\$55,239	\$58,001	\$60,901	\$63,946	\$67,144
Step 9	\$56,730	\$59 <i>,</i> 567	\$62,546	\$65,673	\$68,957
Step 10	\$58,262	\$61,176	\$64,234	\$67,446	\$70,819
Step 11	\$59,835	\$62,827	\$65,969	\$69,267	\$72,731
Step 12	\$61,451	\$64,524	\$67,750	\$71,137	\$74,695
Step 13	\$63,110	\$66,266	\$69,579	\$73,058	\$76,712
Step 14	\$64,814	\$68 <i>,</i> 055	\$71,458	\$75,031	\$78,783
Step 15	\$66,564	\$69 <i>,</i> 892	\$73,387	\$77,057	\$80,910
Step 16	\$68,361	\$71,780	\$75,368	\$79,137	\$83,095
Step 17	\$70,207	\$73,718	\$77,403	\$81,274	\$85,338
Step 18	\$72,103	\$75,708	\$79,493	\$83,468	\$87,642
Step 19	\$74,049	\$77,752	\$81,640	\$85,722	\$90,009