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**City of Salisbury  
and  
AFSCME Maryland Council 3  
General Government Unit**

**Collective Bargaining Agreement**

Effective July 1, 2024 – June 30, 2026

**Table of Contents**

Preamble ..... 1

1. Recognition..... 1

2. Non-Discrimination ..... 1

3. Federal, State, and Local Laws ..... 1

4. Dues Deduction and Membership Maintenance ..... 2

5. Union Rights ..... 2

6. PEOPLE Check-Off..... 4

7. Labor Management Committee ..... 4

8. Probationary Period ..... 5

9. Discipline ..... 6

10. Overtime ..... 7

11. Grievances..... 10

12. Arbitration..... 13

13. Personnel Records..... 13

14. Work Week ..... 14

15. Layoffs, Recall and Reduction..... 15

16. Seniority ..... 15

17. Vacancies and Filling Bargaining Unit Positions, Reclassifications, Demotions ..... 16

18. Leave..... 16

19. Holidays ..... 31

20. Equipment..... 32

21. Job Classifications ..... 32

22. Wages..... 32

23. Working Out Of Classification ..... 33

24. Benefits ..... 34

25. Health and Safety ..... 34

26. Training, Certifications and Education ..... 35

27. Uniforms and Clothing ..... 36

28. Inclement Weather and Emergency Essential Employees..... 36

29. Subcontracting and Outsourcing..... 37

30. Stewards/Union Officials..... 37

31. Management Rights and Employee Handbook..... 38

TA

32. Duration .....	38
Side Letter .....	40

## **Preamble**

This Collective Bargaining Agreement (hereinafter referred to as the “Agreement” or the “CBA”) is entered into by and between the City of Salisbury, Maryland (hereinafter referred to as the “City” or the “Employer”) and the American Federation of State, County & Municipal Employees, Maryland Council 3, AFSCME, AFL-CIO (hereinafter referred to as the “Union”) pursuant to the City’s Labor Code, set forth at Chapter 2.25 of the Salisbury Municipal Code, for the purpose of promoting harmonious and cooperative relations between the Employer and the Union.

### **1. Recognition**

1.1. Pursuant to Chapter 2.25 of the Code of the City of Salisbury, the Employer recognizes the Union as the sole and exclusive representative in all matters establishing and pertaining to wages, hours, and other terms and conditions of employment for employees in the General Government representation unit as defined by § 2.25.050(b) of the Code, as set out in this Article and the certification issued pursuant to § 2.25.090 of the Labor Code. When used in this Agreement, “Employee” shall mean a bargaining unit employee, which shall consist of all job titles set forth in **Appendix 1**, and excluding confidential and management employees as defined by § 2.25.020(c) and (j) of the Labor Code.

1.2. Unit integrity. The Employer recognizes the integrity of the bargaining unit. Management employees or other non-bargaining unit employees may not perform bargaining unit work to such extent that a full-time or part-time employee will lose their position.

1.3. In the event a new classification is established, the Employer shall promptly notify the Union of the new classification. The parties shall meet promptly for the purposes of discussing whether the classification shall be included in the bargaining unit. If the Employer and the Union cannot agree on this issue, in the absence of any other procedure established pursuant to the Labor Code, a party may submit the unit clarification question to arbitration pursuant to Article 12 of this Agreement.

### **2. Non-Discrimination**

2.1. The provisions of this Agreement will be applied equally for all members of the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, religion, political affiliation, sexual orientation, gender identity, physical or mental disability, genetic status, or Union activity,

2.2 No provision of this Article shall permit an employee to violate a federal, State, or City ethics law.

### **3. Federal, State, and Local Laws**

3.1. In the event of a conflict between this Agreement and Federal, State, or local law, the law shall prevail.

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3.2.

(a) Employees continue to be subject to the City of Salisbury Employee Handbook. Where there is a conflict between a provision this Agreement and the Handbook or any other City rule or policy, this Agreement shall prevail, except where otherwise provided in the Code.

(b) Police Department Employees shall be subject to applicable Departmental policies and procedures, except where Departmental policy or procedure conflicts with an applicable term of the City of Salisbury Employee Handbook or this Agreement, in which case the City Employee Handbook or this Agreement shall prevail.

#### **4. Dues Deduction and Membership Maintenance**

4.1. The City agrees to deduct from the wages of any Employee who is a member of the bargaining unit all dues uniformly required in accordance with the authorization/check-off card and § 2.25.110 of the Code of the City of Salisbury. The Union will notify the City of any change in the rate of the dues it charges within thirty (30) days prior to any change in such dues. All dues collected shall be sent to AFSCME Maryland Council 3 no later than the fourteenth day of the succeeding month after such deductions are made.

4.2. The Director of Human Resources shall notify the Union within ten (10) days of any termination of authorization received.

4.3. The Union hereby agrees to indemnify the City for any and all claims arising out of the deduction of dues and/or fees pursuant to § 2.25.110 of the Code of the City of Salisbury.

#### **5. Union Rights**

5.1.

(a) The Employer shall furnish to the Union, on a quarterly basis and in a searchable and analyzable electronic format, a listing of all employees in the bargaining unit. Said listing will include Employee's: name, job class description, unit or department, date of hire, home address, work site address where employee receives interoffice or U.S. mail, home and work site telephone numbers, work e-mail address, position identification number or similar code, and salary.

(b) The Union agrees that it will only use the information provided by the City under this Article for the purpose of representing bargaining unit members, and the Union shall be exclusively responsible for the protection and security of the information provided by the City. The Union may authorize third-party contractors to use the information received under this section for the purposes of maintaining or increasing employee membership in the Union or to carry out the Union's duties as exclusive representative. To the full extent permitted by law, the Union shall indemnify and save the City harmless from any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of any action taken by the City and/or for any improper disclosure for the purpose of complying with the provisions of this Section.

5.2. Non-employee representatives of the Union shall be permitted access to the workplace for the purpose of contract enforcement, union business, membership meetings, membership recruitment or organizing, labor-management meetings, and new employee orientation in accordance with this Section. Union representatives agree to conduct themselves professionally. Union representatives shall request permission for access to City facilities with no less than three (3) days prior notice to the Director of Human Resources. Such requests shall not be unreasonably denied. The City shall not deny Union representatives access to break rooms or other common areas where Employees congregate when not on duty. Union representatives may not be prohibited from accessing any workplace which is open to the public, provided that they shall not interfere with or interrupt normal City operations. Subject to availability and provided there would be no labor cost incurred by the City, the Employer shall provide to the Union common space such as conference rooms or class rooms for the purposes of Union business or activities.

5.3. Currently, the City holds new hire orientation sessions every other Monday. The City shall permit the Union up to thirty (30) minutes at the end of such sessions to meet with employees who are in the bargaining unit. The City shall notify the Union if no bargaining unit employees are scheduled to attend an upcoming session as soon as possible, but in no circumstances later than the Friday before a new employee orientation session. The Employer shall notify the Union of the names, job classifications, and departments of all new Employees no later than the Friday before the orientation session. The Employer will provide the information required by Section 5.1(A) for all new Employees within the first week of their start date. One Union employee, using Union Leave, and one Union non-employee representative will be permitted access, during work hours, for the purpose of this Section.

#### 5.4. Union Leave

(a) The Employer shall annually grant the Union 800 hours of paid leave each fiscal year, to conduct Union business as provided herein and in Article 30, which shall be called Union Leave. In fiscal years in which contract negotiations are conducted the allowance shall be 1000 hours. All paid leave granted as Union Leave shall be paid at the Employee's straight time rate and shall not count as hours worked for purposes of overtime. Unused Union Leave at the end of the fiscal year shall not be carried over. Any working time spent on Union business after the Union Leave bank has been depleted shall be charged to the employee's own accrued leave.

The Employer shall approve Union Leave for three (3) bargaining unit members each to attend Union International and Council conventions. The Employer will be notified in writing of the name of the attendee thirty (30) days prior to the start of the absence. The parties will ensure that the absence of the attendees will not adversely impact operations.

(b) The Employer shall approve Union Leave for members of the Labor Management Committee to attend Labor Management Committee meetings, including thirty (30) minutes of preparation time per meeting.

(c) The Employer shall approve Union Leave up to five Employees for all meetings between the City and the Union for the purpose of collective bargaining. The Employer shall also approve Union Leave for preparation time for collective bargaining, provided that the request does not interfere with operations. The Union may from time to time ask other Employees to attend bargaining sessions. The Employer shall approve Union Leave for such Employees upon reasonable request.

(d) Union Officers and Stewards will be permitted reasonable release time during work hours for the purpose of investigating, writing, and filing grievances, and preparing for grievance and disciplinary hearings. Such time shall be charged to Union Leave, except that grievance meetings and hearings, arbitrations, and disciplinary hearings shall not be charged to Union Leave or another leave bank. Stewards shall request such release time no later than one (1) shift in advance, except in bona fide emergency circumstances, provided that the request will not interfere with operations. Such requests shall not be reasonably denied.

5.5. The Employer agrees to provide bulletin boards in agreed upon areas of each facility for use by the Union.

## **6. PEOPLE Check-Off**

The City will deduct voluntary contributions to the Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Fund from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee. All dues collected shall be sent to AFSCME Maryland Council 3 no later than the fourteenth day of the succeeding month after such deductions are made. An employee shall have the right to revoke such authorization by giving written notice to the City and the Union at any time.

## **7. Labor Management Committee**

7.1. The Union and the Employer agree to form a standing Labor Management Committee which shall meet for the purposes of studying appropriate issues and addressing matters of concern in the areas including but not limited to personnel policies, practices, conditions of employment, the Employee Handbook or other personnel policies and rules, safety policies and procedures, and other matters affecting employees.

7.2. The Committee will include three members each of the Union and the Employer. The Committee will be co-chaired by one member from the Union and one member from the Employer.

7.3. The Employer members of the Committee shall be City officials or managers with the authority to make policy for or recommend policy to the City.

7.4. The Committee may not change this Agreement.

7.5. The Union has the right to select, appoint, remove, and substitute Labor members of the Committee. With prior notice to the Employer members of the LMC, the Union has the right to

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invite a reasonable number of non-Committee member Employees to a meeting of the LMC based on the Employees' knowledge of or specialized interest in the subject matter of the meeting.

7.6. The Committee shall meet quarterly. The parties may mutually agree to meet on additional occasions; a request for a special meeting shall not be unreasonably denied. No less than two (2) weeks prior to each Committee meeting, the parties shall exchange proposed agenda items, if any.

## **8. Probationary Period**

8.1. All newly hired Employees will serve a probationary period.

(a) Police Communications Officers will serve a twelve (12) month probationary period.

(b) All other bargaining unit Employees will serve a six (6) month probationary period.

(c) A probationary period may not be extended, except for one (1) additional three (3) month period by mutual agreement of the parties.

8.2. At the conclusion of the probationary period, the Employer may remove a new Employee if the Employee's performance is not satisfactory or the Employee is not suitable for the position.

8.3. Employees who have been elevated to a new level within their current position (i.e., Police Communications Officer 1 moving to Police Communications Officer 2) shall not be required to undergo an evaluation period or probation period.

8.4 Employees who are selected to fill a vacant position in a competitive promotion process shall serve a six (6) month probationary period in their new position in accordance with Section 8.2 above.

8.5. An Employee shall be evaluated at least twice during their probationary period, at least one of which evaluations shall occur approximately midway through the probationary period. Where an evaluation does not occur in accordance with this section, an Employee may not be removed pursuant to Section 8.2 for unsatisfactory performance until the Employer provides the required evaluation, in which case the probationary period shall be extended by a commensurate period of time, except that the period of time by which the probationary period shall be extended under this Section shall not exceed an additional three (3) months. Where an evaluation does not occur in accordance with this Section before the end of the extended probationary period, the Employee may not be removed pursuant to Section 8.2 for unsatisfactory performance.

8.5. The removal of a probationary employee pursuant to this Article may not be grieved except for a failure to provide the required evaluations as provided in Section 8.4.



## 9. Discipline

### 9.1.

(a) Employees will be disciplined only for just cause. The Employer has the right to discipline or discharge Employees who are on probation for any reason in its discretion, in accordance with Article 8. Discipline shall adhere to the principles of progressive discipline, including the Employer's right to impose higher levels of discipline based on the nature or severity of the conduct.

(b) Discipline may include some or all of the following steps: verbal warning, written warning, suspension, and discharge. Demotion and/or loss of leave may also be forms of discipline.

(c) Employees shall be permitted to present mitigating factors prior to the imposition of discipline.

(d) Disciplinary action will be taken in a manner designed to avoid embarrassing an Employee before other employees or the public.

9.2. An Employee will receive a written notice of discipline. This notice will include a statement of the cause for discipline. A copy of the notice will be provided to the Union. When meeting with an Employee to provide the Employee with a notice of discipline, the Employer shall allow the Employee to be accompanied by a steward.

9.3. The Employer shall issue discipline within thirty (30) calendar days of the conduct giving rise to the discipline or within thirty (30) days of when the Employer reasonably should have known of the conduct, provided that this period may be extended by the Employer one additional thirty-day period (30) after providing notice to the Union.

9.4. An Employee who receives a disciplinary notice will be asked to sign an acknowledgement of receipt. If the Employee refuses to acknowledge receipt, an appropriate written statement, signed by a witness may be used to evidence service. If an Employee is not in a duty status, the disciplinary notice will be sent to the Employee's last known address by certified or registered mail, return receipt requested. An Employee's failure to respond to the disciplinary notice does not preclude the Employee from grieving the imposed discipline.

9.5. An Employee may grieve any disciplinary action listed in this Article in accordance with the grievance procedures set forth in the Employee Handbook.

9.6. A notice of discipline cannot be used in any future discipline or evaluation unless discipline was imposed and (if challenged) upheld. Copies of all disciplinary actions will be forwarded to the Union.

9.7. The Employer shall permit the Union, through a representative appointed by the Union, to represent an Employee in any pre-imposition disciplinary hearing that is held in accordance with applicable law.

9.8. An Employee is entitled to a Union representative any time the Employee is questioned during an investigation, or any meeting which the Employee reasonably believes could lead to discipline being imposed.

9.9. Time frames in this Article may be extended by mutual consent of the Employer and the Union. Any such request shall be reduced to writing and shall not be unreasonably denied.

9.10. An Employee may be placed on administrative leave with pay which may continue until discipline is imposed, modified, lifted, or reversed.

## **10. Overtime**

10.1. Nonexempt Employees will be compensated for overtime work as follows:

(a) Except for Police Communications Officers, Employees will be compensated at the rate of one and one-half (1 ½) times their hourly rate of pay for time they are required to work in excess of thirty-five (35) hours worked per work week.

(b) Police Communications Officers will be compensated at the rate of one and one-half (1½) times their hourly rate of pay for time they are required to work in excess of forty (40) hours worked per work week.

(c) Employees will be compensated at the rate of one and one half (1½) times their hourly rate of pay for all time worked on temporarily modified or non-regular shifts for which the Employee received less than forty-eight (48) hours (inclusive of weekends and holidays) notice.

(d) Leave with pay will be considered hours worked in the computation of overtime, except that time on leave with pay cannot receive an overtime premium.

(e) Employees who have been recalled to work after having left the Employer's premises shall be guaranteed a minimum of three (3) hours of pay or pay for the actual hours worked, whichever is greater. Employees who are recalled under this provision may be required to perform work for the duration of the guaranteed three-hour minimum, except that the Employee may not be required to perform work outside of the scope of their job description.

(f) Where an Employee is eligible for more than one pay premium, those premiums shall compound, except that the total pay including the premiums shall not exceed twice the Employee's hourly rate of pay.

(g) Overtime must be authorized by the Employee's supervisor before the overtime is worked. Work performed in response to calls through the established call-in or notification procedure shall be deemed authorized.

10.2. Exempt employees shall earn compensatory time at the rate of one and one-half (1½) hours for each hour of overtime as set out in Section 10.1. In cases where double time or a higher rate of overtime applies, that rate will apply to the compensatory time earned. A nonexempt employee may elect to receive compensatory time in lieu of pay under Section 10.1.

(a) The City reserves the right at any time to pay an employee for overtime in lieu of accruing compensatory time.

(b) Compensatory time must be paid out upon termination of employment or retirement. The time shall be paid at the greater of the average regular rate of pay received by the employee over the last three years of employment, or the final regular rate of pay received by the employee.

(c) On December 31 of every year, the City shall pay out all accrued compensatory time in excess of 160 hours to the Employee at the Employee's regular rate of pay.

(d) The Employer shall not require or otherwise induce an Employee to use compensatory time. The Employer shall not require or compel any meeting with an Employee with regard to their use of compensatory time, except in accordance with the leave approval procedures of this Agreement.

10.3. Overtime or compensatory time work shall be distributed equitably among the Employees working within the same job class, work location, and, where applicable, certification, training, skills or experience.

(a) Overtime or compensatory time lists will be posted at each work site every six (6) months to record all overtime or compensatory time worked in that six (6) month posting period by all bargaining unit Employees at or working out of that site.

(b) When overtime or compensatory time is necessary, it will be offered first to the qualified Employee or Employees starting with the Employee with the least number of overtime

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or compensatory time hours. Where employees have the same number of hours, the Employer will offer the time to the more senior employee first.

(c) Employees who are offered but refuse overtime or compensatory time will be credited with having worked the time for the purpose of overtime or compensatory time equalization only.

(d) There will be no mandatory overtime or compensatory time unless all bargaining unit Employees qualified to perform the duties of the overtime or compensatory time work refuse to do so. In such a case the most junior qualified Employee or Employees will be assigned the overtime or compensatory time hours.

(e) In the event that overtime or compensatory time work is required because of a non-work hour unexpected emergency (i.e. a fallen tree, water main break, building break-in, ice patch, police incidents, etc.), the supervisor receiving the call to respond to the emergency is exempt from the requirement to offer overtime or compensatory time to the Employee with the least number of overtime or compensatory time hours and can call in the Employee best qualified to respond to the emergency in the most efficient manner. This exemption to calling in the Employee with the least number of overtime or compensatory time hours is only intended for unexpected emergencies and does not include snow removal.

(f) For purposes of this Section, a “qualified” Employee means an Employee with the necessary certification(s), training, skills or experience.

10.4.

(a) Police communication personnel are limited to working sixteen (16) consecutive hours with a minimum of eight (8) hours between shifts.

(b) For festivals and events, when sufficient qualified Employees volunteer to cover the event or festival, they will be limited to working twelve (12) hours, with a minimum of eight (8) hours between shifts. If sufficient qualified Employees do not volunteer to work overtime or compensatory time, employees may be allowed to work up to sixteen (16) hours, with a minimum of eight (8) hours between shifts.

(c) CDL drivers will be limited to working twelve (12) consecutive hours, with a minimum of eight (8) hours between shifts.

10.5. The Employer agrees not to change the schedules of any Employee solely to avoid the payment of overtime or compensatory time.

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10.6. Employees will be entitled to an unpaid meal break of thirty (30) minutes after four (4) consecutive hours of overtime or compensatory time worked.

10.7. On-call pay

(a) Where the Employer requires an Employee to remain on-call, available for work, and the Employee is not able to come and go as they please, the Employee shall be paid two (2) hours of pay at the straight time rate for every week they spend on-call. For the purposes of this section, a "week" shall be defined as every seven days an Employee is on-call, or is on-call for all hours not a part of their regular work schedule. When an employee works time after a call-in, the on-call pay shall be applied to the time worked.

(b) An Employee not on compensable on-call shall not be disciplined or otherwise have their work record adversely affected if they are not available for work upon being called, except in accordance with the emergency call-in procedure pursuant to Article 28 of this Agreement.

10.8. The Employer shall continue its study of training requirements and pay premiums, and subject to its duty under § 2.25.080 of the City Labor Code, implement the resulting policy.

10.9. The parties agree that this Article will be administered consistent with the requirements of the Fair Labor Standards Act and the City's rules and regulations.

10.10.

For employees where the majority of the hours of their shift falls within the window of 4:00 p.m. and 11:59 p.m., there shall be a shift differential of \$0.50/hour for all time worked during that shift.

For employees where the majority of the hours of their shift falls within the window of 12:00 a.m. and 7:59 p.m., there shall be a shift differential of \$0.60/hour for all time worked during that shift.

Notwithstanding the above, employees who work a twelve (12) hour shift shall receive the applicable shift differential for all hours worked during the windows set forth above.

## **11. Grievances**

11.1. A grievance is defined as a dispute between the Employer and the Union concerning the application or interpretation of the terms of this Agreement.

11.2. If an aggrieved Employee's claim is covered by the grievance procedure provided under the Employee Handbook, that procedure shall apply and the grievance may not be pursued under this

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Agreement's grievance procedure. An Employee shall not be permitted to use both this Agreement's grievance procedure and the Employee Handbook grievance procedure to challenge the same action. Where a grievance is found to have been raised under the incorrect procedure, the aggrieved employee or the Union may transfer the grievance to the alternative grievance procedure. In such a case, the time between the initial filing of the grievance and the date of the transfer request shall be considered tolled with regard to any limitations periods or timeliness issues.

11.3. Cases involving a grievance regarding a decision made by the aggrieved employee's immediate supervisor initially will be processed beginning at Step Two.

11.4.

(a) Should an Employee believe that a need has arisen for an immediate meeting with a steward or other Union representative they will be allowed to do so only after requesting permission from their immediate supervisor. The Employee will be allowed reasonable time during working hours to meet, with no loss of pay or benefits. Such request will be granted so long as it does not interfere with the performance of the Employee's work or the operations of the City.

(b) If an Employee believes that an assigned task is illegal or unsafe, the Employee will not be denied an opportunity to make an immediate phone call to a steward or Union representative prior to performing the task.

11.5.

(a) The parties shall attempt to resolve grievances at the lowest possible level.

(b) Grievances must be filed within the time frames specified in this Article. Grievances not filed or appealed in a timely manner will be considered resolved based on the Employer's last action. Grievances that have not been responded to by the Employer within the time frames set forth in this Article will be moved to the next step in the contractual procedure. When the next step is binding arbitration and the Employer does not respond within the established time frame, the Union will notify the Employer in writing that it plans to proceed to binding arbitration unless the Employer responds to the grievance within ten (10) working days. If the Employer again fails to respond to the grievance, and the Union proceeds to arbitration, the Employer will bear the full cost of the arbitration.

(c) The parties may, by mutual agreement, waive certain steps, and/or extend stated time frames. Such mutual agreement will be reduced to writing and signed by the parties prior to the expiration of said time frame. Grievances may, by mutual agreement of the parties, be advanced to any step.

(d) A grievance may be filed by an aggrieved employee. The Chief Steward or their designee may file a grievance. A grievance shall identify: (i) the Employee or Employees aggrieved; (ii) the alleged violation; and (iii) the remedy sought. Class grievances may be permitted when the grievance involves (i) multiple employees; (ii) the same underlying facts and

issues; and (iii) the same alleged violations of this Agreement. Class grievances will be processed beginning at Step 2 of the grievance procedure, unless the grievance involves a cross-departmental issue in which case it will be processed beginning at Step 3.

(e) At each step of the grievance procedure, the Employee is entitled to representation by a Steward or other Union representative unless the Employee waives such representation. The Employer recognizes and will deal with authorized Council 3 representatives at any step. If an Employee objects to representation, the Union may still have a representative present at any step to observe the meeting.

(f) Where the Department Head is an Employee's immediate supervisor, grievances will be initiated at Step One of the following procedure. If there is no resolution at Step One, the grievance will move to Step Three.

#### 11.6. Grievance Procedure

(a) The parties will attempt to resolve an Employee's concerns prior to the filing of a formal written grievance. If a grievance cannot be resolved through informal discussion (which shall not extend the filing deadline) with an immediate supervisor it shall be processed as follows.

(b) Step One: This Step One procedure will, at a minimum, involve the Employee's Steward and the Employee's immediate supervisor and may include a representative of the Human Resources Department as well. Information about the grievance will be submitted in writing to the Employee's immediate supervisor and the Human Resources Director within thirty (30) working days of the occurrence that gave rise to the grievance or within thirty (30) working days of the time the Employee should reasonably have been expected to have knowledge of the occurrence that gave rise to the grievance. The supervisor will, within ten (10) working days of receipt of the written submission, meet with the steward and the Employee for the purpose of discussing and resolving the grievance. The immediate supervisor will, within ten (10) working days of the meeting, respond to the steward in writing addressing the issues raised by the grievance. This Step One procedure will occur during normal working hours exclusive of lunch or break times. The steward will be provided a reasonable period of time to investigate and document the Employee's problem in this and all successive steps of the grievance procedure in accordance with Articles 5 and 30.

(c) Step Two: If the grievance is not resolved at Step One, an appeal may be submitted in writing no later than ten (10) working days from receipt of the immediate supervisor's written response to the Employee's Department Head, or their designee, and the Human Resources Director. The Department Head or their designee and a representative of the Human Resources Department will, within ten (10) working days from receipt of the grievance, meet with the Steward for the purpose of resolving the grievance. At the Union's discretion, present at the meeting may be the Employee, Steward, or the Chief Steward, and reasonable and necessary witnesses for the Employee. The Department Head or their designee will respond in writing to the Union within ten (10) working days of the meeting.

(d) Step Three: If the grievance is not resolved at Step Two, an appeal may be then filed in writing with the City Administrator, or designee, and the Human Resources Director, within ten (10) days from receipt of the Step Two response. The City Administrator, or designee, will, within ten (10) working days from receipt of the appeal, schedule a meeting at a mutually acceptable time and date. The City Administrator may include any management representatives in the meeting that he or she deems appropriate. The City Administrator or their designee will respond to the Union in writing within ten (10) working days of the meeting. At the Union's discretion, present for the Union at the meeting may be the Employee, Chief Steward, and reasonable and necessary witnesses for the Employee.

11.7. Should the grievance not be resolved at Step Three, the Union may request arbitration for a grievance. The decision whether to proceed to arbitration will rest solely with the Union. Arbitration will not occur without a formal written request to the City Administrator and the Human Resources Director by the Union within twenty (20) working days from receipt of the Step Three response.

## **12. Arbitration**

12.1. Arbitration brought under this Agreement shall use the procedure set out in this Article.

12.2. If the parties are unable otherwise to agree on an arbitrator within five days of the initial request, they shall make their selection from a list of five neutrals provided by the Federal Mediation and Conciliation Service ("FMCS") who are members of the National Academy of Arbitrators and rostered within the FMCS 125-mile "Metropolitan" area. If the parties are unable to agree upon the selection of one of the arbitrators within three work days after receipt of the list, then the administration and the employee organization shall strike one name from the list alternately until one name remains. The remaining person shall be the duly selected arbitrator. If, for any reason, the selected arbitrator is unable to serve, the parties shall select the last struck arbitrator from the list. The arbitrator's decision shall be final and binding on the parties. The cost of arbitration shall be borne equally by the parties involved.

12.3. Nothing in this Agreement limits the right of an Employee to utilize procedure(s) or seek remedy(ies) pursuant to local, state or Federal law unless expressly provided herein.

## **13. Personnel Records**

13.1. The only official personnel file will be the file maintained by Human Resources. The official personnel file is the only file that is valid for purposes of promotion, discipline and other employment actions. No anonymous material of any type shall be included in the official personnel file, except for anonymous material which is part of a completed investigation that is maintained in the employee's personnel file.

13.2. By appointment with Human Resources, Employees will be permitted to examine and make copies of their complete personnel file within two (2) working days after a written request has been made.



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13.3. Access to an Employee's personnel file will be restricted to persons acting with a legitimate operational purpose.

13.4. Before derogatory information is placed in a file, it must include the name of the person submitting the information for the file and the date. Also, before derogatory information is placed in the file, the Employee will be given the opportunity to acknowledge that the Employee has reviewed such material by signature or other form of acknowledgement (e.g., an email). Signature or other acknowledgment by the Employee merely indicates that that the Employee has read the material to be filed and does not signify that agreement with the content.

13.5. Employees will have the right to respond to any material filed and that response will be attached to the file copy.

13.6. Employees will have the right to have a Union representative present during their review of their personnel file.

13.7. The City shall not keep medical information or records in a personnel file except where necessary. The City shall restrict access to any medical information of Employees to those persons with a need for access for the purposes of relevant leave need or accommodation requests.

13.8. The provisions of this Article shall apply to any file maintained individually for Employees by any Department.

#### **14. Work Week**

14.1. The work week shall begin on Saturday and end on Friday.

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

14.3. A full-time Employee's regular work schedule may not be changed for arbitrary or capricious reasons. Changes to an Employee's regular work schedule shall be made on no less than thirty (30) calendar days' notice, unless such notice is waived by the Employee, or unless such notice is not reasonable due to operational needs. In the event that a work schedule change(s), for one or more Employees, may impact the number of hours worked by the Employee(s), the Employer shall negotiate over the change in hours. This Section shall not apply to part-time Employees.

14.4. A part-time Employee's regular work schedule may not be changed for arbitrary or capricious reasons. Changes to an Employee's regular work schedule shall be made on no less than thirty (30) calendar days' notice, unless such notice is waived by the Employee, or unless such notice is not reasonable due to operational needs.

14.5. The Employer shall, upon request, meet with the Employee regarding a change of schedule to discuss alternative schedule arrangements.

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14.6. This Article shall not apply to temporary schedule changes which are in effect for less than fourteen (14) calendar days.

## **15. Layoffs, Recall and Reduction**

### 15.1. Layoffs

(a) Prior to the layoff of any Employee, all temporary and then probationary Employees within the same classification and department, in reverse seniority order, will first be laid off. After all temporary and probationary Employees have been laid off, if further layoffs are needed, Employees will be laid off in reverse seniority order within the same classification and department.

(b) If an Employee is scheduled to be laid off, that Employee may transfer to a vacant position in an equally rated classification that the Employer decides to fill, provided that the Employee is qualified for the position requested.

(c) The Union will be provided ninety (90) days' notice, or as much notice as reasonably practicable under the circumstances, in advance of any intended layoffs. Employees to be laid off will be provided a thirty (30) day notice prior to layoffs, or as much notice as reasonably practicable if thirty days is not practicable.

(d) Employees will continue to accrue seniority while on layoff for one (1) year, or at the discretion of the Employer up to two (2) additional years.

### 15.2. Recall

If a regular full-time Employee is laid off in a reduction-in-force the Employee's name will be placed on a re-employment list and the Employee will have priority re-employment rights to any vacant position for which the Employee is qualified for a period of twelve (12) months following the layoff. During the one (1) year period following the date of layoff, no new Employees will be hired to fill a vacant position until all Employees on layoff status who are on record as qualified have been offered re-employment by registered mail, return receipt requested. Re-employment offers will be made in order of seniority. Laid off Employees will be allowed five (5) business days from receipt of offer to respond and two (2) weeks after response to report back to work. Such notice period may be waived by the written request of an Employee. An Employee who declines such an offer may be struck from the recall list.

## **16. Seniority**

16.1. Seniority is defined as the length of uninterrupted service with the Employer beginning at the Employee's hire date.

16.2. Service will only be interrupted by a resignation, retirement, or termination for just cause.

16.3. Seniority will continue to accrue during all leaves as specified in this Agreement or any other approved leave.

### **17. Vacancies and Filling Bargaining Unit Positions, Reclassifications, Demotions**

17.1. All new and vacant bargaining unit jobs will be posted (internally and/or externally, as provided in Section 17.2 below) for a period of not less than ten (10) working days. The Union President or designee will be provided a copy of said job posting, which the Union may post on Bulletin Boards as per Article 5, Section 5.5, no later than the same day the job is posted publicly.

17.2. The Employer shall determine, in its discretion, whether to attempt to fill a vacancy in a bargaining unit position through an internal selection process or through an internal/external selection process. Employees may apply for bargaining unit positions that are to be filled through either type of selection process.

17.3. When two or more candidates are deemed to be completely equal by the Employer, the most senior internal candidate shall be given the position.

17.4. If the Employer reclassifies an Employee's position, the Employer will ensure that the Employee will not experience a reduction in salary or hours. In the event an Employee's duties and responsibilities increase, the Employee's salary will be increased following procedures outlined in the Employee Handbook.

17.5. The Employer may demote a bargaining unit member to a lower paying job for disciplinary reasons or due to inadequate performance, but only after being given written notice of their deficiencies and given a ninety (90) day opportunity to improve. Except where the demotion occurs under Article 8 of this Agreement, a demotion may be grieved as a disciplinary action pursuant to the Employee Handbook.

17.6. The Employer shall provide forty-five (45) days notice before changing an Employee's primary work site unless such notice is not reasonably practicable, in which case as much notice as reasonably practicable shall be provided. This section does not apply where there is a City-declared emergency, or where there is a safety issue that prevents the use of the Employee's primary work site.

### **18. Leave**

#### **18.1. General Provisions**

(a) Leave under this Article may be taken in increments of a quarter hour.

(b) Should a holiday under Article 19 or a workplace closure under Article 28 occur while an Employee is taking leave under this Article, the Employee will only be charged for that portion of the day they normally would have been required to work.

(c) For purposes of Sick and Safe Leave and bereavement leave, a family member shall include:

- (i) the spouse or domestic partner of the Employee, where domestic partner is defined as an individual who resides with an Employee for at least the last six consecutive months;
- (ii) a child (meaning biological, adopted, foster, stepchild, domestic partner's child, child for whom the employee has a legal or physical custody or guardianship or stands *in loco parentis*);
- (iii) a parent (meaning biological, adopted, foster, or stepparent, and any individual who acted as a parent or stood *in loco parentis* of the Employee or of the Employee's spouse or domestic partner);
- (iv) a grandparent (meaning biological, adopted, foster, or step-grandparent);
- (v) a grandchild (meaning biological, adopted, foster, or step-grandchild); and
- (vi) a sibling (meaning biological, adopted, foster, or step-sibling).

(d) For the purposes of this Article, "operational necessity" shall mean a situation in which the Department, Division, Branch or other operational unit will not be adequately staffed or there will not be sufficient personnel possessing the appropriate skills or experience. In any situation in which operational necessity causes the Employer to cancel or deny leave, the Employer shall cancel or deny later-received leave requests first, and then shall cancel or deny leave based on seniority, subject to staffing needs as described in the preceding sentence.

(e) Civilian employees of the Police Department shall have all leave front loaded on January 1 of each year. When a civilian employee of the Police Department begins their employment, they shall receive all leave front loaded on a pro rata basis. An employee subject to the subsection who leaves their employment shall owe back unaccrued leave taken.

## 18.2. Annual Leave

(a) Employees will earn annual leave days on a monthly basis based on years of service with the Employer, calculated from the Employee's initial hire date, as set forth in the chart below. The earned leave becomes available for the Employee's use on the first day of the following month.

Completed Years of Service	Leave Earned per Month	Hours Earned Per Month for 7 Hour Employee	Hours Earned Per Month for 12 Hour Employee
0 - 1 year	.833 days per month	5.83	7.0
1 - 5 years	1 day per month	7	8.33
6 – 10 years	1 ¼ days per month	8.75	10.5
11 – 15 years	1 ½ days per month	10.5	12.6
16 – 20 years	1 ¾ days per month	12.25	14.7
21+ years	2 days per month	14	16.8

(b) Any request for leave must be submitted at least three (3) days in advance to the supervisor and must not conflict with the operation of the department.

(c) Annual leave approval will not be revoked except in exigent circumstances. If an Employee is required to work on a day that had been scheduled for annual leave, that day shall not be charged to the Employee's annual leave bank. If the Employer requires an employee to cancel a vacation after it is approved, the Employer will reimburse the Employee any mitigated expenses incurred by the Employee. Mitigated expenses are those that have actually been paid to a third party (prepaid expenses such as airline tickets, cruise ship tickets, hotel reservations, vehicle rentals, etc.) by the Employee prior to the Employer canceling the vacation and for which the Employee has sought the maximum refund, credit, or other cost reduction possible. Proof of actual expenses incurred, documentation of efforts to mitigate expenses, and documentation of refunds or credits may be required. The re-imbursement of mitigated expenses shall be paid to the Employee no later than thirty (30) days from the date of submission of the claim, provided the Employer can validate the Employee's loss.

(d) Employees shall carry over leave between calendar years in accordance with the following table:

Completed Years of Service	Annual Leave Carryover for 7 Hour Employee	Annual Leave Carryover for 12 Hour Employee
1-5 years	210	250
6-10 years	210	250
11-15 years	245	292
16-20 years	245	292
21+ years	280	334

(All leave amounts are stated in hours)

(e) On their final check after separation from employment in good standing, Employees will be paid for all accrued but unused annual leave and holiday time as defined by this agreement. Employees who separate from employment for any reason shall be paid for all accrued but unused compensatory time. A separation in good standing is defined as a voluntary resignation with at least two (2) weeks' notice (during which an employee may not use accrued leave) or an involuntary separation that is not for cause.

(f) Employees who become ill, are injured, or are hospitalized while on annual leave will be permitted to use sick leave in lieu of annual leave for the duration of the illness, injury, or hospitalization provided that: (i) a written request to do so is submitted to the Employer within fifteen (15) days of the end of the approved annual leave; and (ii) the request is accompanied by a doctor's certificate or note attesting to the duration of the illness, injury, or hospitalization.

(g) Employees who are rehired within two years of their termination date, will have their accrual times reinstated to the accrual rate they were earning prior to termination

(h) Employees who have not reported to work in the entire preceding month due to annual leave, military leave, or on-the-job injury shall continue to be credited leave on the first day of the next month. Employees who have not reported to work in the preceding month for any other reason shall not continue to be credited leave on the first day of the next month.

(i) In the case of absence due to on-the-job injury, annual leave will continue to accrue for six (6) months, after which it shall cease to accrue.

### 18.3. Wellness Leave

(a) Following the first full month of service working for the City, full-time Employees shall be credited with one wellness leave day per month worked. For Employees who work a 35-hour weekly schedule, "one wellness leave day" means seven (7) hours of wellness leave. For

Employees who work a 42-hour weekly schedule, “one wellness leave day” means eight and one-third (8.33) hours of wellness leave.

(b) Wellness leave is credited on the first day of each month.

(c) Wellness leave will not be earned on the first day of the month if the employee has not worked during the entire previous month due to any cause other than vacation, military leave, or on-the-job injury. After the first six (6) months of absence due to on-the-job injury, wellness leave shall cease to accrue.

(d) Employees may use wellness leave for any purpose sick and safe leave may be used. Wellness leave may also be used for family necessity or if the employee is needed to care for a Serious Health Condition of an immediate family member. One (1) day of wellness leave may be used for bereavement leave where bereavement leave would otherwise be unavailable.

(e) In the event that wellness leave (that is not covered by Section 18.4) is used for a purpose for which sick and safe leave may be used, the Employee may be required to provide a doctor’s note.

(f) Upon retirement, an employee shall be paid 25% of all accrued wellness days up to a maximum of thirty (30) days. Payment will be based upon the rate of pay immediately preceding retirement. An Employee who dies while in service and is also eligible for retirement through service or age shall be entitled to payment of up to 25% all accrued wellness days up to a maximum of thirty (30).

#### 18.4. Sick and Safe Leave

(a) On January 1 of each calendar year, full-time employees shall be front-loaded 64 hours of sick and safe leave. New employees shall be front loaded a *pro rata* amount of sick and safe leave, based on the date of hire, after completion of probation. Part-time employees who regularly work more than twelve (12) hours per week accrue sick and safe leave at a rate of one (1) hour of leave for thirty (30) hours. Employees may not have more than sixty-four (64) hours of sick and safe leave in their banks at any time.

(b) Employees may use sick and safe leave for any of the purposes set out in the Maryland Healthy Working Families Act, Md. Code Ann. §§ 3-1301 *et seq.*

(c) Sick and Safe Leave is a sub-bank of Wellness Leave and is not a separate accrual of time. Sick and Safe Leave is Wellness Leave that is designated as Sick and Safe Leave.

(d) If the need to use sick and safe leave is foreseeable, the employee shall provide notice to the Employer no less than seven (7) days before the date the leave would begin. If the need to use sick and safe leave is not foreseeable, the Employee shall provide notice to the Employer as soon as is practicable.

(e) The Employer may require an Employee to provide a doctor's note if the leave used was for more than three (3) consecutive shifts. An Employee who shows a pattern of using Wellness Leave the day before or the day following a holiday more than two (2) times in a twelve (12) month period may be placed on sick and safe leave restriction. Employees on sick and safe leave restriction may be required to provide a doctor's note or other documentation for use of sick and safe leave.

### 18.5. Advanced Wellness Leave

Before a request for advanced wellness leave can be approved, an employee must have utilized all available earned paid leave.

An employee may use advanced wellness leave not in excess of 96 hours in a twelve-month period in cases of serious disability or ailments and when the exigencies of the situations so require. This advanced wellness leave may be used in addition to the accumulated wellness leave to the credit of the employee. The following requirements must be observed if wellness leave is advanced:

- The period of absence from duty on account of illness must be for a period of at least five or more consecutive work days, except that a lesser amount of wellness leave may be advanced to supplement accumulated leave to cover a continuous period of absence of five or more work days.
- Every case of advanced wellness leave will be supported by a certificate of a practicing physician stating the nature of the illness and necessity for advanced wellness leave.
- The total amount of wellness leave advanced shall not at any time or for any one case exceed the 96 hours in excess of the accumulated wellness leave to the credit of the employee.
- Wellness leave advances shall be reviewed by Human Resources who shall consider both mitigating and aggravating circumstances and forward their recommendation to the Department Director.
  - The director shall approve or disapprove the request.



- Any wellness leave that is extended under this condition must be paid back at the same rate that is accumulated.
- Any advanced wellness leave must be reported in writing to the Human Resources and the Finance Department for purpose of payroll.

Any wellness leave, which is not paid back by subsequently accumulated wellness leave, must be repaid to the City at the time the employee ceases employment with the City. The amount to be repaid will be that number of outstanding advanced hours multiplied by the hourly rate of the employee at the time such advanced leave was taken. Such amount may be offset against any amounts otherwise due to the employee, and/or the City may recover any such amounts from the employee, which the employee shall pay within 30 days after their separation of employment.

#### 18.6. Wellness Leave Pool

The Wellness Leave Pool is a voluntary program that allows participating employees to “pool” wellness leave time to allow participating employees who have exhausted all of their accrued leave time and are out of work due to a Family Medical Leave qualifying condition to use time in the “pool”.

Any employee who enrolls in the program will be annually charged with a Wellness day which will be credited to the Wellness Leave Pool.

#### **Full-Time Employees**

The Wellness Leave Pool is voluntary contribution of one workday’s wellness leave hours by participating employees electing to do so during a stated open enrollment period. The Wellness Leave Pool takes effect on January 1 of each year.

The City Wellness Leave Pool may be used by eligible employees who have contributed to it and have:

- A qualifying medical condition as determined by the Family Medical Leave Act
- Exhausted normal wellness leave, annual leave, holiday leave, personal leave, compensatory time and any other leave time available to the employee
- Submitted the completed Request for Wellness Pool Form to the Human Resources Department

During the open enrollment period of each year, those eligible employees who have used no more than five non-physician documented working days of wellness leave during the preceding twelve months depending on hire date may:

- Accumulate their wellness leave in a normal manner
- Contribute one workday's hours of wellness time (not to exceed 8 hours) to the City's Wellness Leave Pool and accumulate the rest in a normal manner. Employee must have the wellness time available on December 31 of each year.

A maximum of 120 hours per 12-month period may be requested by an employee from the City Wellness Leave Pool.

### **Newly Hired Full-Time Employees**

All newly hired full-time employees will be eligible to join the Wellness Leave Pool beginning six months after they begin work. A new employee will have 30 days from the end of their probation to enroll in the Wellness Leave Pool.

### 18.7. Employee to Employee Donation

Employees may donate annual, personal, and/or wellness leave to other Employees who have been approved for continuous Family Medical Leave and have exhausted all of their leave time. The Human Resources Department will solicit for donations and notify the Union that it is soliciting for donations. The appropriate forms must be completed and submitted to Human Resources for review and final approval.

Any unused donated leave time will automatically be forfeited to the Wellness Leave Pool and not returned to the employee. A maximum of 240 hours per 12-month period may be requested by a full-time employee from the employee to employee donation program. Part-time employees may request up to the number of hours equal to three (3) of their regular shifts from the employee to employee donation program.

Full-time employees may utilize both the Wellness Leave Pool and the Employee to Employee Donation Program for a maximum donation of 360 hours per 12-month period. Newly hired employees will be eligible to participate in Employee to Employee donation beginning six months after they begin work.

### 18.8. Recognition Time

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(a) The Employer shall continue to offer the Recognition Time program consistent with the manner and scope in which it has been offered prior to the effective date of this Agreement.

(b) Recognition Time must be used within twelve (12) months following the date of the award.

(c) Disputes concerning Recognition Time shall not be subject to the grievance procedure of this Agreement nor the Employee Handbook grievance procedure.

#### 18.9. Personal Leave

(a) One day of Personal Leave will be issued at the beginning of the calendar year to each full-time Employee after one (1) year of satisfactory employment. During year two (2) of employment, two (2) days of Personal Leave will be issued at the beginning of the calendar year to each full-time Employee.

(b) For Employees who work a 35-hour weekly schedule, one day of personal leave means seven (7) hours of personal leave. For Employees who work a 42-hour weekly schedule, one day of personal leave means eight and one-third (8.33) hours of personal leave.

(c) Except in exigent circumstances, requests for personal leave must be made at least one (1) day in advance and must not conflict with the operation of the department.

(d) Personal Leave cannot be carried over to the next calendar year.

(e) Any employee that completes the annual medical appointments (annual physical, two teeth cleanings and one eye exam) and supplies documentation to their timekeeper will receive one (1) personal day to be used during the following 365-day period.

#### 18.10. Bereavement Leave

(a)

(1) In the event of the death of spouse, domestic partner, child, domestic partner's child, step-child, parent, domestic partner's parent, step-parent, mother-in-law, father-in-law, son-in-law, daughter-in-law, sibling or step sibling, an employee will be granted thirty-five (35) hours (for those Employees working a thirty-five hour weekly schedule) or forty-two (42) hours (for those employees working a forty-two hour weekly schedule) of paid bereavement leave.

(2) In the event of the death of a grandparent, grandchild, grandparent-in-law, sister-in-law, brother-in-law an employee will be granted twenty-one (21) hours (for those

Employees working a thirty-five hour weekly schedule) twenty-five (25) hours (for those employees working a forty-two hour weekly schedule) of paid bereavement leave.

(3) In the event of the death of an uncle, aunt, nephew, niece, first cousin employees will be granted seven (7) hours (for those Employees working a thirty-five hour weekly schedule) or eight and one-third (8.33) hours (for those employees working a forty-two hour weekly schedule) of paid bereavement leave.

(b) For all other situations, including pets, the City will allow employees to use one (1) day of the employee's wellness leave, at the approval of Human Resources.

#### 18.11. Jury Duty

A regular full-time employee will be granted leave with pay for a period up to fifteen days per calendar year for jury duty. The employee will be paid the employee's regular salary. Employees are expected to provide notice of jury duty as soon as the employee is notified by the court. If an employee gets selected for jury duty, they must provide a note when they return to work. In extraordinary circumstances, jury duty may be continued by the decision of the City Administrator.

#### 18.12. Paid Parental Leave

Employees shall be covered by and subject to the terms and conditions of the City's Paid Parental Leave policy, a copy of which is attached hereto as **Appendix 2**.

#### 18.13. Family Medical Leave Act (FMLA)

(a) Employees who have completed twelve (12) months of employment with the City of Salisbury and have worked a minimum of 1,250 hours during the 12-month period immediately preceding the leave are entitled to a leave of absence under the Federal Family and Medical Leave Act (FMLA) if taken for a qualifying reason as provided by the FMLA, in accordance with the relevant provisions of the City of Salisbury Employee Handbook.

(b) Employees will be required to exhaust first any wellness, annual, personal, comp, recognition, and holiday time as appropriate. Such paid time runs concurrently with the employee's FMLA. Once all earned paid time off is exhausted, any remaining FMLA will be unpaid. Employees will not accrue any benefit time (wellness, annual and personal) after being out on leave for thirty (30) days, nor will they accrue any benefit time during the unpaid portion of a leave.

(c) Health, prescription, dental insurance coverage and all other voluntary benefits will remain in effect during leave if the employee timely pays their portion of the premium. The premiums will be deducted from paid benefit time used during the leave. If paid benefit time is not available during the leave, employees must arrange with the Human Resources Department for payment of their portion of the premium cost to continue coverage. Employees who fail to pay their premium(s) within 30 days of a payment date will be dropped from coverage during the remainder of their FMLA and will need to re-enroll upon returning to work.

#### 18.14. Non-FMLA Medical Leave of Absence

(a) Employees who do not qualify for FMLA may apply for or be placed on a medical leave of absence for treatment of an on-the-job or off-the-job injury or serious health condition. A Non-FMLA Medical Leave of Absence must be taken on a continuous basis and may not be taken in intermittent periods or on a reduced work schedule.

Accrued benefit time (wellness, annual, personal, comp, recognition and holiday time) must be used during the leave under the policies of the facility until such paid benefits are exhausted. The remainder of the leave will be unpaid. The use of accrued benefit time will not extend the duration of a medical leave. An employee may not receive more than 100 % of regular wages during a medical leave from any combination of employment benefits (e.g., Short Term Disability and Workers' Compensation). Unemployment benefits are not available during medical leaves of absence.

(b) Employees must provide an initial medical certification from their health care provider under the same procedures as required by the FMLA. The City of Salisbury may request second and third opinions (at its expense) following receipt of the initial medical certification. Employees must provide recertification during their medical leave under the circumstances required by the FMLA.

(c) Prior to reinstatement from medical leave, employees must provide Human Resources with a certification from their doctor that they are fit for duty and able to perform essential job functions (with or without reasonable accommodation).

(d) An employee's reinstatement to work from a Non-FMLA Medical Leave of Absence is subject to staffing needs at the time the employee seeks reinstatement and can resume work. Employees are not guaranteed reinstatement to work or placement in their former or alternate positions or work schedules. Employees will not be reinstated, if at all, until medical certification is received by Human Resources indicating fitness for duty. Employees returning from medical

leaves must also be cleared for return to work through Human Resources prior to reinstatement. It is the employee's responsibility to provide appropriate medical certification at that time.

If an employee's former position is not vacant or if the employee cannot perform the essential job functions with or without reasonable accommodations, the City of Salisbury will consider the employee along with other qualified candidates for vacant positions for which employee is qualified. The City of Salisbury's normal selection criteria will be followed. If an employee accepts an alternate position offered by the City of Salisbury, they will be subject to the pay, benefits and work the schedule for that position.

If no positions are vacant for which an employee is qualified, or if the employee is not selected for an alternate position or refuses the first position offered by the City of Salisbury, they may be terminated from employment. Employees terminated from employment under this policy are eligible to apply for future employment by submitting an electronic application to the City of Salisbury.

(e) Employees will be required to use wellness, annual, personal, comp, recognition and holiday time as appropriate. Employees will not accrue benefit time (wellness, annual, personal, comp, recognition and holiday time) during the unpaid portion of a leave. Health, prescription, dental insurance coverage and all other voluntary benefits will remain in effect during leave if the employee timely pays their portion of the premium. The premiums will be deducted from paid benefit time used during the leave. If paid benefit time is not available during the leave, employees must arrange with the Human Resources for payment of their portion of the premium cost to continue coverage. Employees who fail to pay their premium(s) within 30 days of a payment date will be dropped from coverage during the remainder of their Non-FMLA Medical Leave of Absence and will need to re-enroll upon returning to work.

#### 18.15. Military Leave

The City of Salisbury will grant time off to all regular full time and part time employees who are on active duty, a member of a military reserve or National Guard unit for annual active duty and field training, and for monthly meetings. The City of Salisbury will comply with all applicable laws in granting time off for active military duty, including but not limited to the provisions of the Uniformed Services Employment & Re-employment Rights Act (USERRA). An employee who receives notification of impending training or call to duty is required to present the official government/military orders to their supervisor as soon as possible after receipt so that coverage can be arranged (unless giving advanced notice is impracticable under the circumstances).

The employee must complete a “Request for Leave” form, indicating military leave and return the completed form to their supervisor for processing. Eligible employees may take up to twenty-six (26) weeks of leave in a single rolling 12-month period to care for a spouse, child, parent or family member for whom the employee is “next of kin” who is a current member of the U.S. Armed Forces (including a member of the National Guard or Reserves) and who has sustained a serious illness or injury in the line of duty. A “serious injury or illness” of a service member for which leave may be taken is one incurred in the line of duty that may render the service member medically unfit to perform the duties of their office, grade, rank or rating. In addition, leave may be taken while the service member is undergoing treatment, recuperation, or therapy, is on outpatient status, or is on the temporary disability list. This leave may not be taken for former Armed Forces members or service members on the permanent disability retired list.

Eligible employees with a spouse, child, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may take up to 12 weeks of leave in a rolling 12-month period to address certain qualifying events. Qualifying events include attending certain military events, arranging for alternative (but not routine) childcare and attending to certain child-related emergencies, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. Leave also may be taken immediately prior to a service member’s short-notice deployment (up to 7 days) and during a service member’s short-term rest and recuperation leave (up to 5 days). This leave does not extend to families whose covered relations are members of the regular Armed Forces deployed in the line of duty.

Employees may be eligible for leave under the Maryland Deployment of Family Members in the Armed Services Act. In order to be eligible, the employee must have completed at least one full year of service with the City of Salisbury and have worked a minimum of 1,250 hours in the twelve-month period preceding the requested leave date. If eligible, the employee may take leave on the day that an immediate family member (including their spouse, parent, stepparent, child, stepchild, or sibling) is leaving for, or returning from, active duty outside the United States as a member of the United States Armed Forces. The employee may elect the use annual time or be unpaid for the day. The employee may be asked to provide written verification that the leave is being taken for this reason.

#### 18.16. Military Leave for Active Duty for Full-Time Employees

In the event that a regular Full-Time Employee is either inducted into the Armed Forces of the United States or is called up to active duty as a member of the U.S. Armed Forces Reserves or the National Guard, the following policy will govern the employee’s pay and benefits while on such active-duty status:

- Upon presentation of orders and the establishment of an effective date for the leave of

absence, the employee is placed in Leave Without Pay status.

- If the employee's total military pay is less than the pay as an active city government employee, the employee shall be entitled to the difference in pay between total military pay and the city pay. The employee must document this difference by the presentation of military pay stub to the City's payroll clerk.
- The employee's status as an employee of the City is frozen relative to all benefits, with the exception of Health Care and Life insurance premiums, which shall continue under the same terms and conditions as if the employee remained an active employee.
  - If the employee is now paying a percentage of the premium, the employee must make arrangements to continue to pay the percentage of the premium.
- The employee is given job retention rights after active duty, subject to physical and psychological ability to perform, to the employee's former position or one of comparable status.
  - To exercise reinstatement, the employee must report within 90 days of release from active duty.
- The employee shall be granted all across-the-board pay increases realized during absence.
- Any accumulations of leave or compensatory time will remain in place, or the employee may choose to receive pay for any accrued annual or personal leave.
  - The leave of absence will not be considered time worked for purposes of determining benefits that accrue on the basis of employment, such as Wellness Leave and Annual Leave.

#### 18.17. Military Leave for Training and Weekend Drill Obligations for Full-Time Employees

A regular full-time employee, who is a member of the Armed Forces Reserves, shall be eligible for Paid Military Leave for Training and Weekend Drill benefits not to exceed 39 working days each calendar year.

- Application for Military Leave for Training purposes shall be made immediately upon receipt of official notification.



- Paid Military Leave may be used toward weekend drill or training obligations when the employee is scheduled to work for the City of Salisbury and is unable to fulfill the City's schedule due to the weekend drill or training obligations.
  - Employees may combine the paid Military Leave with the use of Annual Leave, Compensatory Time, or leave without pay to cover Training and Weekend Drills that go beyond the 39 days in any calendar year.

#### 18.18. Attendance/Lateness

##### (a) Absences

(i) An Employee is deemed "absent" when they are unavailable for work as scheduled or assigned and such time off was not scheduled or approved in advance as required by the departmental notification procedure.

(ii) An employee who is unable to report to work as scheduled must notify their supervisor at least one (1) hour prior to the start of each scheduled shift, or as soon as is practicable if one (1) hour notice cannot be given, in which case the Employee shall explain why earlier notice was not practicable. Each Department shall notify new Employees at time of hire, and shall publicize to incumbent Employees where, when, and whom to contact to report their absence. An employee must notify their employer of absences on a daily basis; daily notification of absences shall be waived by the supervisor in case of hospitalization or extended illness beyond one week. Failure to properly report an absence will result in designating the absence as unauthorized and will result in corrective action. For absences longer than three (3) days consecutive scheduled days/shifts, the City of Salisbury may require a physician's note upon returning to work.

##### (b) Lateness

(i) An Employee is deemed to be late when they fail to report to work at the assigned/scheduled time.

(ii) Employees are expected to arrive at work on time and report to their work area prepared for work no later than the scheduled time for the start of their shift. To be prepared for work, an Employee shall be in uniform or other required work clothes, with personal belongings put away.

(c) Any employee who fails to report to work for a period of three (3) days or more days without notifying their supervisor will be considered to have abandoned the job and voluntarily terminated the employment relationship.

## **19. Holidays**

19.1. The following shall be paid holidays for full-time Employees and part-time employees who are scheduled to work no less than twenty (20) hours per week: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Good Friday, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. Where the Mayor declares any holiday outside of this list, the provisions of this Article shall apply.

19.2. All full-time and eligible part-time employees will be credited with one (1) day of holiday leave for each holiday worked listed in Section 1 of this Article. One (1) day of holiday leave shall be: seven (7) hours of straight time pay for full-time Employees, except for Employees on 12-hour shifts; eight and one-third (8.33) hours of straight time pay for Employees on 12-hour shifts; the length of the employee's scheduled shift for eligible part-time employees. Employees who work on December 25 , or on the observed Christmas holiday if the holiday falls on a weekend, shall be paid at the rate of time-and-a-half for all hours worked on the calendar day of the holiday in addition to receiving one (1) day of holiday leave. Employees who work on both the actual and observed holiday shall receive the premium rate of pay for only one of those days and shall receive only one (1) day of holiday leave. Holiday leave must be used with the prior approval of the Employee's supervisor.

19.3. When a holiday listed in Section 19.1 falls on a Sunday, the following Monday will be observed as the paid holiday. If the holiday falls on a Saturday, the preceding Friday will be observed as the holiday. If the holiday falls while the employee is on another type of authorized leave, the holiday will be counted rather than the other leave.

19.4. A full-time Employee who is not scheduled to work on an observed holiday shall still receive one (1) day of holiday leave. Part-time employees must be regularly scheduled to work the observed day of a holiday in order to receive holiday leave.

19.5. To receive holiday pay, the Employee must work the scheduled work day before and after the holiday, unless the absence is excused.

19.6. Twelve hour employees may carry over eighty (80) hours of holiday leave between calendar years. Seven hour employees may carry over thirty-five (35) hours of holiday leave between calendar years. Any carried over holiday leave that is not used by June 30 shall be forfeited.

## **20. Equipment**

20.1.

(a) The City shall notify the Union of any and all safety inspections of City vehicles and provide the Union with the results of the safety inspections upon request.

(b) All Sanitation Department vehicles shall be inspected annually by a certified diesel mechanic. The Union shall be notified of any such safety inspection and provided the results of the safety inspection.

20.2. An Employee may not be disciplined or retaliated against for refusing to operate a vehicle or equipment where the Employee has a reasonable apprehension of serious injury to themselves or the public related to the vehicle or equipment's safety or security condition.

## **21. Job Classifications**

21.1.

(a) The Employer shall maintain job descriptions for each job classification within the bargaining unit.

(b) Where the Employer adds duties to a job description, the Employer shall give the union and any affected employee at least 30 days notice.

21.2. The Employer shall make available to the Union copies of all job classifications and classification specifications for all classifications in the bargaining unit.

21.3. Where any job description for a classification includes the entire job duties of another job classification, the starting salary of the former job classification shall be higher than the starting salary of the latter job classification.

## **22. Wages**

22.1.

(a) For FY 2025, the parties agree to modify the FY 2024 Salary Scale with a 2% cost of living adjustment as set forth in Appendix { }. Effective the first full pay period following July 1, 2024, all employees shall be placed at the same grade and step of the Salary Scale in Appendix { } they had been on as of June 30, 2024.

(b) Effective the first full pay period following July 1, 2024, following the initial placement provided in Section 22.1(a) above, all full-time employees shall advance one (1) step on the Salary Scale.

(c) Effective the first full pay period following January 1, 2025, all full-time employees shall advance one (1) step on the Salary Scale.

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22.2.

(a) Effective the first full pay period following July 1, 2024, all part-time employees shall receive a 4% increase to their hourly rate of pay.

(b) Effective the first full pay period following January 1, 2025, all part-time employees shall receive a 2% increase to their hourly rate of pay.

22.3. Any wage adjustments for FY 2026 shall be negotiated pursuant to the limited reopener set forth in Article 32.

### **23. Working Out Of Classification**

23.1. Employees who are temporarily assigned duties of a classification assigned a lower wage rate shall retain their classification and current rate of pay.

23.2. The City may designate an employee to perform temporary duties in a classification for which the rate of pay is higher than that of the employee's classification for any of the following reasons:

(a) The temporary absence of an incumbent;

(b) A vacancy exists for which recruitment is underway; or

(c) Unusual circumstances which necessitate assignment of duties at a level higher than that of the employee's classification.

The acting capacity rate of pay under this Article shall be the higher of either 1) the minimum pay rate of the higher classification; or 2) a 6% increase if the higher classification is one (1) pay grade above the employee's current classification, a 12% increase if the higher classification is two (2) pay grades above the employee's current classification, and a 15% increase if the higher classification is more than two (2) pay grades above the employee's current classification.

Notwithstanding the foregoing, if the higher classification is on the supervisory pay scale, the additional rate of pay shall be the higher of either 1) 12% or 2) the lowest rate on the supervisory pay scale for the higher classification.

23.3 The employee in the unit where the acting capacity is to occur who is most qualified will normally be given the opportunity to perform the higher level duties.

23.4. Subject to Section 23.7 below, should a supervisor assign an employee more than 50% of the higher-level duties of a position that is vacant or from which the incumbent is temporarily absent, the employee shall be considered designated for acting capacity pay.

23.5. Where an employee is designated for more than ninety (90) days to perform temporary duties in a classification for which the rate of pay is higher than that of the employee's classification, and the employee meets the minimum qualifications of the higher classification and the higher classification is available through a noncompetitive promotion process, the employee shall be promoted to the higher classification. This Section shall not apply where the higher classification is a Department Head.

23.6. Additional compensation at the higher rate of pay shall be paid after the Employee has performed the duties of the higher classification in excess of ten (10) continuous workdays.

23.7. An employee who is not paid acting capacity pay may not be negatively evaluated on his/her performance in the acting capacity position and may not be disciplined for actions that relate to the acting position taken in good faith.

23.8. The Article shall not apply where an Employee is being cross-trained. This Article also shall not apply where the Employee is doing the duties of another classification on a temporary basis.

## **24. Benefits**

24.1. Nothing in this Article shall apply to health insurance benefits, in accordance with Section 2.25.080(d)(3) of the Labor Code.

24.2. The Employer shall continue to make available all fringe benefit options offered to Employees as of October 20, 2023, as set out in the Employee Handbook or applicable City policy.

24.3. Part-time employees shall only be entitled to participate in any insurance policy in which the City is not required to pay a portion of the premiums.

## **25. Health and Safety**

25.1. It is the intent of the Employer to provide, to the extent possible, safe, secure, healthful working conditions for all Employees. The Employer agrees to comply with the federal Occupational Safety and Health Act (OSHA) and all other applicable laws and regulations.

25.2. The Employer will provide personal protective equipment as it deems necessary for the position to the employee upon hire. Each Department shall define and determine what constitutes necessary PPE for each job classification, both in emergency and non-emergency situations, and shall share that determination with the Union upon request. While employees are expected to maintain PPE, the City agrees to replace PPE when it is no longer effective.

25.3. The Employer will pay for all vaccinations, titers, and tests required by the Employer for employees as a condition of employment. The Employer will pay for TB testing for Zoo Employees prior to hire. The City shall hold an annual vaccination clinic in which flu vaccinations

are provided at no cost to the Employees. Employees may use work time to get a COVID vaccination or any other vaccination required for their employment.

25.4. The Employer will provide work gloves to Employees as it deems necessary based on their position. Each Department shall determine which positions require provision of work gloves. The Employer shall replace said gloves when they are no longer effective or expired. Employees who are required to wear safety shoes or work boots shall be entitled to reimbursement for the cost of such shoes/boots up to \$250 annually. Employees must provide a receipt in order to receive reimbursement. The Employer may provide this allowance through an existing voucher system as long as the voucher is good for up to \$250 and at locations within the City.

## **26. Training, Certifications and Education**

26.1. The City shall pay up front for all required trainings and certifications of any Employee, and shall not require or offer that the Employee be later reimbursed. An Employee may elect to pay for required trainings or certifications and submit their payment for reimbursement.

26.2.

(a) The Employer may require an Employee to sign a letter agreeing to remain in a given job classification or continue to work for the City for a period of time as a condition for approving training or certification under the condition that (1) the costs of the specific training or certification, including travel and lodging expenses, exceeds \$1,500; (2) the Employee is not required to remain in the given job classification or continue to work for the City for a period of time for greater than twelve (12) months after completion of the training or certification; (3) the Employee is given the option of reimbursing the City for the cost of the training or certification, including travel and lodging expenses. As a condition of paying for the certification or training, the Employer may require the Employee to provide written authorization for the Employer to deduct such costs from the Employee's final paycheck and/or pay out of accrued leave.

(b) Nothing in this Article shall require the Employer to allow an Employee to obtain a certification or attend a training or conference where the Employee has indicated an intent to leave his/her current position after such certification, training or conference.

26.3. Where the Employer has paid for an Employee to attend a conference or other professional development event that is not covered by Section 26.2 above, the Employer may require an Employee to sign a letter agreeing to allow the Employer seek reimbursement from the Employee if the Employee does not remain in their current job classification or continue to work for the City for at least twelve (12) months following the date of such conference or event. As a condition of paying for the conference or event, the Employer may require the Employee to provide written authorization for the Employer to deduct the cost of such conference or event from the Employee's final paycheck and/or pay out of accrued leave.

## **27. Uniforms and Clothing**

27.1. Except where necessary for reasons of safety as determined by each Department's management in its sole discretion, Employees shall be permitted choose to wear pants, shorts, or other attire which retain a professional appearance and is otherwise in conformance with the uniform policy. Where a Department restricts any clothing item articulated under this Section, the Department shall state the reason for the restriction.

27.2. All employees who are issued uniforms shall receive a uniform washing allowance of \$100 every six (6) months, except for (1) Departments that provide uniform cleaning service; or (2) civilian employees of the Police Department who shall receive \$160 every six (6) months.

27.3. A Part-time employee who performs work or job duties alongside or equivalent to those of a full-time employee for which the employer provides safety clothing or equipment shall be provided the same clothing or equipment. This subsection shall not require the Employer to issue personally-maintained safety clothing or equipment to part-time employees.

27.4. Part-time employees shall receive or be issued uniforms or equipment sufficient for their workload.

## **28. Inclement Weather and Emergency Essential Employees**

28.1.

(a) When City offices or work sites are closed due to a City-declared emergency for inclement weather or other reasons, full-time and part-time Employees scheduled to work that day who are not required to work or are not required to complete their scheduled shift will receive normal compensation for hours they would have worked had the City offices or work sites remained open (on the same day/shift). Leave under this Article will not be charged to any Employee leave. This Section shall not apply to: Employees who are already using paid leave on the day of the closure, and Employees who are not scheduled to work on the day of the closure.

(b) While the City-declared emergency remains in effect, all time worked by Employees will be compensated as provided in this Article. For the avoidance of doubt, this applies to all hours worked during the declared emergency including hours worked outside of normal business hours (e.g., nights and weekends).

28.2. An employee whose duties are of such a nature that the Employee may be required to report for work, or to remain at the work site, to continue City operations during an emergency situation shall be designated an "Emergency Essential Employee" by the City. The City shall notify any Emergency Essential Employee of that status upon hire and annually no later than December 1 of each year.

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28.3. Emergency Essential Employees who are required to work during a City-declared emergency under this Article shall be compensated at one-and-half times their straight-time hourly rate of pay.

28.4. Emergency call in work is to be distributed equitably among qualified Employees within the same Department. Each Department's distribution process and tracking/reporting procedures shall be reduced to writing and shared with the Union.

28.5. This Article shall not apply to a City-declared emergency with a duration in excess of fifteen (15) calendar days. Where a City-declared emergency extends in excess of fifteen (15) days, employees shall receive all benefits under this Article for the first 15 days of the City-declared emergency.

### **29. Subcontracting and Outsourcing**

29.1. Work that falls within the job description of bargaining unit employees, which bargaining unit employees are available, qualified, and have the capacity to perform during their regularly scheduled work hours, shall not be assigned to outside contractors or temporary employees, except where the City has posted a vacancy and is unable to fill it.

29.2. Where the City decides to contract out for services currently performed by bargaining unit employees the City will provide the Union with written notice of the proposed outsourcing at least forty-five (45) days before the issuance of a solicitation for the service contract and will be available to meet upon written request from the Union within a reasonable time after the request is made, to discuss the impact on the bargaining unit and to discuss alternatives to the service contract. The notice shall include a general statement of the scope of work to be included in the service contract and identify which employees, if any are known, who will have their employment materially affected as a result of the contracting out of services. This Section shall not apply where exigent circumstances prevent the City from providing forty-five (45) days notice, in which case the City shall provide as much notice, if any, as reasonably practicable under the circumstances.

### **30. Stewards/Union Officials**

30.1. The Employer recognizes and will deal with all Union representatives including but not limited to the Chief Steward, Stewards, Council Representatives and the Local President or their designee in all matters relating to grievances and interpretation of this Agreement.

30.2. "Union Representative" means any person designated or elected by the Union to officially represent its members, including full time paid staff of the Council and International Union.

30.3.

(a) A written list of the Chief Steward, stewards, their alternate stewards, and areas of responsibility will be furnished to the Employer within thirty (30) days of the execution of this



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Agreement. The Union will notify the Human Resources Director within fourteen (14) days of any changes in this listing.

(b) The Union may appoint up to nine (9) Stewards and one Chief Steward, at the discretion of the Union.

30.4. Union Stewards and the Chief Steward recognize that their sole responsibility during work hours is to the Employer and their work for the Employer, except when engaged in activities pursuant to this Article or Article 5 of this Agreement.

30.5. The Chief Steward or designee will be allowed up to seven (7) hours of scheduled release time per week which shall be charged against the Union Leave bank provided in Article 5. The Chief Steward shall discuss any changes to their scheduled release time with their supervisor as soon as is reasonably practicable. In the event the Chief Steward's requested scheduled release time would impair operations, the Chief Steward and their supervisor will discuss an adjustment.

30.6. The Employer agrees to schedule meetings with the Union, including but not limited to grievance meetings/hearings, arbitrations, negotiations and Labor-Management meetings during normal working hours. Time spent in these meetings by Union Representatives shall be charged to the Union Leave bank provided in Article 5, except that grievance meetings or hearings, arbitrations, and disciplinary hearings shall not be charged to Union Leave. Employees who participate in these meetings will not be discriminated against for attending or participating in such meetings. If the meeting relates to an employee grievance, the meeting will be scheduled during the grievant's normal working hours unless all parties agree to a different time.

### **31. Management Rights and Employee Handbook**

31.1. The Employer shall have the rights set forth in § 2.25.070 of the Labor Code of the City of Salisbury.

31.2. The Employer shall provide thirty (30) days' notice to the Union of any changes to the Employee Handbook.

### **32. Duration**

32.1. This Agreement shall become effective on July 1, 2024, upon signing and subsequent to proper ratification by both parties, and remain in effect through June 30, 2026.

32.2. The parties shall reopen this Agreement pursuant to the schedule set forth in § 2.25.140 of the City Labor Code for the purpose of negotiating over wages for Fiscal Year 2026. All other terms and conditions of this Agreement shall remain in full force and effect during any such reopener throughout the duration of this Agreement.

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Mayor, City of Salisbury

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President, AFSCME Council 3

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City Administrator

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Bargaining Committee

**SIDE LETTER**

If the Employer bargains a procedure to resolve disputes regarding the scope of a bargaining unit or unit composition with another union, which provides for binding arbitration by an arbitrator determined by joint selection by the parties and which exists irrespective of the existence or provisions of any procedure established by the Director of Human Resources pursuant to the Labor Code, the same procedure bargained by the other union shall apply to disputes arising under Article 1, Section 1.3 of the Agreement.

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