

## **CITY COUNCIL**

CHRISTINE M. JOHNSON  
At-Large

VACANT  
First Ward

JAMES KOLE  
First Ward

KYLA CLARK  
Second Ward

JEFFREY W. MILLS  
Second Ward

Council meets second and fourth  
Mondays of each month.



KEITH R. SYDNOR  
Mayor

CHRISTIAN L. PULLEY, CPM  
City Administrator

JOANNE HALL BARR  
Deputy City Administrator

STEPHANIE P. ANDERSON  
City Solicitor

SARA A. GREEN, CPM, CMC  
City Clerk

(301) 725-5300

[www.cityoflaurel.org](http://www.cityoflaurel.org)

## **MAYOR AND CITY COUNCIL OF LAUREL**

8103 Sandy Spring Road  
Laurel, Maryland 20707-2502

### **TWELFTH REGULAR MEETING MAYOR AND CITY COUNCIL OF LAUREL MONDAY, JUNE 10, 2024 6:00 PM IN-PERSON MEETING MINUTES**

The meeting convened in the Council Chamber of the Joseph R. Robison Laurel Municipal Center at approximately 6:00 pm with Council President James Kole presiding. The roll was called with Councilwoman Kyla Clark, Councilwoman Christine M. Johnson, Councilman Jeffrey W. Mills, and Keith R. Sydnor, Mayor present.

The following staff members were also present: Christian L. Pulley, CPM, City Administrator, Joanne Hall Barr, Deputy City Administrator, Sara A. Green, CPM, CMC, City Clerk, James Cornwell-Shiel, Director, Department of Information Technology, Chief Russell Hamill, LPD, Tim Miller, Director, Department of Public Works, S. Michele Saylor, Director, Department of Budget and Personnel Services, Chrissy Cornwell, Director, Department of Community Resources and Emergency Management (CREM), Joyce Jackson, Deputy Director, Department of Communications, Tommy Helms, Assistant Director, Department of Public Works, and Stephanie P. Anderson, City Solicitor. There were approximately fifteen (15) members of the public in attendance.

Next, the Mayor and City Councilmembers provided their reports regarding events and happenings since the last meeting and made announcements regarding upcoming meetings and events.

Mayor Sydnor made the following proclamations:

- Juneteenth Freedom Day- presented to Councilwoman Kyla Clark
- Parks and Recreation Month- presented to Bill Bailey, Director, Department of Parks and Recreation
- National HIV Testing Day



Next, President Kole opened the General Public Hearing at approximately 6:15 pm. Mr. John Barry- UFCW Local 1994, 3312 Beech Avenue, Baltimore, Maryland 21211 spoke regarding the Department of Public Works (DPW) Collective Bargaining Agreement. The next speaker was Mr. Gino Renne, President, UFCW Local 1994, 600 S Frederick Ave #200, Gaithersburg, Maryland 20877 spoke about the DPW Collective Bargaining Agreement.

Next, Ms. Georgena Ifill, 8231 Northlake Court, Laurel, Maryland 20707 was signed up to speak. Ms. Ifill spoke about the City's legal services budget and questions she had regarding budget transfers and costs for those services. Ms. Ifill provided her comments in writing as well and those have been made a part of these minutes as "Attachment No. 1"- June 10, 2024 Mayor and City Council Meeting Minutes"

Mr. Adrian Rousseau, President, Laurel Boys and Girls Club, 1001 Fifth Street, Laurel, Maryland 20707 was the next speaker. Mr. Rousseau said that he was still waiting to hear from Mayor Sydnor to discuss the Laurel Boys and Girls Club.

Former Councilmember Martin Mitchell, 8231 Northlake Court Laurel, Maryland 20707 was the next speaker. Mr. Mitchell spoke about affordable housing, Prince George's County Housing Justice Coalition and the Prince George's County bill hearing regarding the rent cap legislation.

The next speaker signed up was Mr. Levet Brown, 7114 Old Sandy Spring Road Laurel, Maryland 20707. Mr. Brown spoke about the ownership of Alice B. McCullough Field and provided two packets of documents, one is attached to these minutes as "Attachment No. 2- June 10, 2024 Mayor and City Council Meeting Minutes" and the second packet is attached as "Attachment No. 3- June 10, 2024 Mayor and City Council Meeting Minutes".

The last speaker was Mr. Wilbert Nicholson, 701 Montgomery Street Laurel, Maryland 20707. Mr. Nicholson spoke about Juneteenth, the history of black citizens in the community, and the Laurel Boys and Girls Club. President Kole closed the public hearing at 6:37 pm.

Agenda Item No. 6 was Introduction and First Public Hearing on Resolution No. 3-2024- A resolution of the Mayor and City Council of Laurel, Maryland for the Purpose of Approving an Agreement Between the City of Laurel and the United Food and Commercial Workers, Local 1994. Ms. Christian L. Pulley, CPM, City Administrator presented the proposed resolution. President Kole opened the public hearing on the item at 6:41 pm. Ms. Georgena Ifill, 8231 Northlake Court Laurel, Maryland 20707 spoke stating that she supported the Department of Public Works (DPW). The next speaker was Mr. Martin Mitchell, 8231 Northlake Court Laurel, Maryland 20707 who said that he stood with DPW and hoped that there was a plan to provide for additional workers should the Pulte Homes development be approved. The public hearing was closed at 6:54 pm.

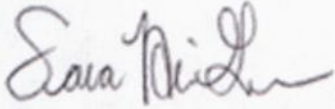
President Kole asked for a motion to suspend the rules regarding Resolution No. 3-2024 as there was no second meeting scheduled for June and the collective bargaining agreement needed to be approved in order to be effective on July 1, 2024. Councilwoman Clark made a motion to suspend the rules on Resolution No. 3-2024 and Councilman Mills seconded the motion that was carried on a roll call vote of all Councilmembers present.

Next, Councilwoman Clark made a motion to approve Resolution No. 3-2024 as presented. The motion was seconded by Councilman Mills and carried on a roll call vote of all Councilmembers present. Mayor Sydnor concurred with the vote.

There being no further business the meeting was adjourned at approximately 6:58 pm.

Approved:

Date: July 22, 2024

A handwritten signature in dark ink, appearing to read "Sara A. Green". The signature is fluid and cursive, with the first name "Sara" being more prominent than the last name "Green".

Sara A. Green, CPM, CMC  
City Clerk



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**TWELFTH MEETING OF THE  
MAYOR AND CITY COUNCIL OF LAUREL  
MONDAY, JUNE 10, 2024**

**6:00 PM**

**Agenda**

**IN-PERSON MEETING**

**Watch the meeting on Laurel TV streaming live in your web browser at <https://laurelvtv.org/watch-live> or locally Laurel TV can be found on Comcast Channel 996 (HD), 71 (SD) or Verizon FiOS Channel 12.**

1. Call to Order - James Kole, President
2. Pledge of Allegiance - Mayor Keith R. Sydnor
3. Roll Call - Sara A. Green, CPM, CMC, Clerk
4. Report of the Mayor and City Council
5. General Public Hearing
6. Introduction and First Public Hearing on Resolution No. 3-2024- A resolution of the Mayor and City Council of Laurel, Maryland for the Purpose of Approving an Agreement Between the City of Laurel and the United Food and Commercial Workers, Local 1994
7. Adjournment



# Mayor and City Council Voting Record

June 10, 2024 6:00 pm

## Regular Meeting

### IN-PERSON

Call to Order: 6:00pm

Meeting Ended: 6:58pm

Members of the Public: 15

### Staff Attendance:

☒ Christian L Pulley ☒ Joanne Barr ☒ Ana Navarro ☒ Bill Bailey ☒ Chrissy Cornwell

☒ James Cornwell-Shiel ☒ Tim Miller ☒ Monta Burrough, Acting Director, ECD ☒ Chief Russell Hamill

☒ S. Michele Saylor ☒ Danny Selby ☒ Natalie Williams ☒ Stephanie Anderson ☒ Mark Plazinski

### Roll Call

☒ Councilwoman Johnson ☒ Councilman Mills

☒ Councilwoman Clark ☒ President Kole ☒ Mayor Sydnor

### Agenda Item No. 5- General Public Hearing

Open: 6:15pm Closed: 6:34pm

Speakers: John Barry - Ufcd 1994 Levet Brown  
Gino Rene - Ufcd 1994 Wilbert Nicholas  
Georgina Ffill  
Adrian Rousseau  
Martin Mitchell

Agenda Item No. 6- Introduction and First Public Hearing on Resolution No. 3-2024- A resolution of the Mayor and City Council of Laurel, Maryland for the Purpose of Approving an Agreement Between the City of Laurel and the United Food and Commercial Workers, Local 1994

Public Hearing    Open: 6:41 PM

Closed: 6:54 PM

Speakers:

Georgena Ifill } 8231 Northlake Court  
Martin Mitchell }

**Motion to Suspend the Rules on Resolution 3-2024**

yes Councilwoman Johnson    no Councilman Mills

1st Councilwoman Clark    yes President Kole



Final Vote on Agenda Item No. 6- Introduction and First Public Hearing on Resolution No. 3-2024-  
A resolution of the Mayor and City Council of Laurel, Maryland for the Purpose of Approving an  
Agreement Between the City of Laurel and the United Food and Commercial Workers, Local 1994

Yes Councilwoman Johnson      2nd Councilman Mills

1st Councilwoman Clark      Yes President Kole Concur Mayor Sydnor

**\*\*\*PLEASE PRINT CLEARLY\*\*\***

**MAYOR AND CITY COUNCIL OF LAUREL, MARYLAND**  
8103 Sandy Spring Road, Laurel, Maryland 20707

**Twelfth Meeting, Monday, June 10, 2024**

<u>Name</u>	<u>Address</u>	<u>Agenda Item #</u>
John Zappi	3312 UECW -	
Geo REJOE	UECW 600 S. FREDERICK	5
Georgina Hill	8231 Northlake Ct.	5
	" "	6
ADRIAN ROUSSEAU	1001 5th St.	6
Mark Mitchell	Northlake	5 + 6
Levet Brown	7114 Sandy Skn.	5
Wilbert Nicholson	701 W	4



# City of Laurel



## PROCLAMATION 2024-31

**WHEREAS:** on January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, setting in motion the end of slavery in the United States; and

**WHEREAS:** it was not until June 19, 1865, that it was announced to those Americans still enslaved in Texas: "The people are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free"; and

**WHEREAS:** Juneteenth is the oldest known public celebration of the end of slavery in the United States, and began in the southern part of the country before moving nationwide; and

**WHEREAS:** June 19<sup>th</sup> has a special meaning to African Americans, and is called "Juneteenth" combining the words June and Nineteenth, and has been celebrated by the African American community for over 150 years; and

**WHEREAS:** Juneteenth celebrates freedom for African Americans and recognizes the strides gained through determination, perseverance, education, and greater opportunity; and

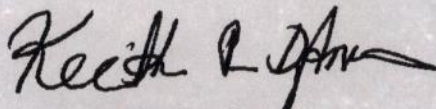
**WHEREAS:** we acknowledge that the struggle for equality continues, and we recommit to continue the work to ensure that all City of Laurel residents feel equally valued, equally protected and have access to opportunities that help them thrive; and

**WHEREAS:** The City of Laurel urges all citizens to acknowledge and observe June 19<sup>th</sup> in various ways like displaying Juneteenth yard signs; participate in community events and posting information through social media posts to raise awareness of this historic event.

**NOW, THEREFORE, I, KEITH R. SYDNOR, MAYOR OF THE CITY OF LAUREL, DO HEREBY PROCLAIM JUNE 19, 2024, AS**

### "JUNETEENTH"

**in the City of Laurel and urge all citizens to become more aware of the significance of this celebration in African American history and in the heritage of our nation and City.**

  
Keith R. Sydnor  
Mayor



**City of Laurel**



**PROCLAMATION  
2024-33**

**WHEREAS: Parks and Recreation is an integral part of communities throughout this country, including the City of Laurel; and**

**WHEREAS: Parks and Recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and**

**WHEREAS: Parks and Recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, Alzheimer's; and**

**WHEREAS: Parks and Recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools, and many other activities designed to promote active lifestyles; and**

**WHEREAS: Parks and Recreation programming and education activities, such as out-of-school time programming, youth sports, and environmental education, are critical to childhood development; and**

**WHEREAS: our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and**

**WHEREAS: the City of Laurel recognizes the benefits derived from parks and recreation resources**

**NOW, THEREFORE, I, KEITH R. SYDNOR, MAYOR OF THE CITY OF LAUREL, DO HEREBY PROCLAIM JULY 2024, AS**

**PARKS AND RECREATION MONTH**

**in the City of Laurel and encourage all residents to visit a park and enjoy the beauty of our community.**

A handwritten signature in black ink, reading "Keith R. Sydnor".

**Keith R. Sydnor  
Mayor**



# **City of Laurel**



## **PROCLAMATION 2024-32**

**WHEREAS:** The medical condition known as HIV and AIDS is still a prominent and national concern, with 50,000 new infections each year. In the United States alone, 1,000 youth are diagnosed monthly with HIV; and

**WHEREAS:** One in seven individuals are unaware that they are HIV positive, with a new HIV infection occurring every 10.5 minutes; and

**WHEREAS:** Testing is critical to HIV prevention. Getting tested and actively managing HIV through treatment can not only reduce mortality and improve quality of life, but also reduces the risk of spread of HIV from an infected person to their partner by 96%; and

**WHEREAS:** Each year, on June 27, the Centers of Disease Control and Prevention (CDC), AIDS.gov and other national and local entities across the United States, organize National Testing Day; and

**WHEREAS:** The National HIV Testing Day (NHTD) theme for 2024 is "Level up your self-love: check your status." This theme emphasizes valuing yourself, showing yourself compassion and respect, and honoring your health needs with self-love; and

**NOW, THEREFORE, I, KEITH R. SYDNOR, MAYOR OF THE CITY OF LAUREL, DO HEREBY PROCLAIM June 27<sup>th</sup>, 2024, as**

### **National HIV Testing Day**

**in the City of Laurel and encourage residents to "Level up your self-love: check your status."**

A handwritten signature in black ink, reading "Keith R. Sydnor".

**Keith R. Sydnor  
Mayor**



**CITY OF LAUREL, MARYLAND****RESOLUTION NO. 3-2024****A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF LAUREL, MARYLAND  
FOR THE PURPOSE OF APPROVING AN AGREEMENT BETWEEN THE CITY OF  
LAUREL AND THE UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 1994.**

*Sponsored by the President on behalf of the Administration.*

**WHEREAS**, the Mayor and City Council of Laurel, Maryland, and the United Food and Commercial Workers, Local 1994 (the Union or Employee Organization") wish to promote harmonious relations between the City and the Union to establish an equitable procedure for resolving differences, and to establish certain conditions of employment for certain Department of Public Works employees; and

**WHEREAS**, the Mayor and City Council of Laurel, Maryland held an impasse hearing on April 1, 2024, to resolve economic proposal disputes between the bargaining teams; and

**WHEREAS**, the Mayor and City Council of Laurel, Maryland, and the Union have reached agreement regarding the terms and conditions to accomplish the stated goals; and

**WHEREAS**, on April 18, 2024, the Union held its ratification meeting, and 18 members of the union membership, agreed to approve the Agreement; and

**WHEREAS**, these terms and conditions shall be contained in an Agreement between the Mayor and City Council of Laurel, Maryland, and the Union covering the period of July 1, 2024, through June 30, 2027, and incorporated herein by reference; and

**WHEREAS**, the Mayor and City Council of Laurel, Maryland have determined that the terms and conditions of the Agreement are acceptable, and are in the best interests of the City; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of Laurel, Maryland, that the Agreement is approved, and the Mayor is authorized to execute the Agreement on behalf of the City; and

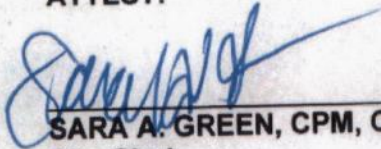
**AND, BE IT FURTHER RESOLVED**, that this Resolution shall become effective on July 1, 2024.


**ADOPTED** this 10<sup>th</sup> day of June, 2024.

**EFFECTIVE DATE: July 1, 2024**

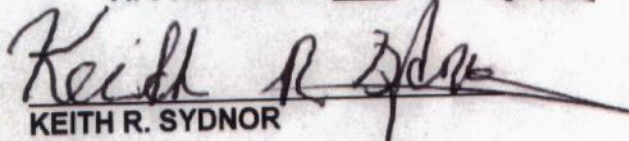


ATTEST:

  
SARA A. GREEN, CPM, CMC  
City Clerk

  
JAMES KOLE  
President of the City Council

APPROVED this 10 day of June 2024.

  
KEITH R. SYDNOR  
Mayor

**AGREEMENT  
BETWEEN  
UNITED FOOD AND COMMERCIAL  
WORKERS  
LOCAL 1994  
(MCGEO)  
AND  
THE CITY OF LAUREL, MARYLAND**

**Effective  
July 1, 2024 – June 30, 2027**



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## **ARTICLE 1 - PREAMBLE**

This agreement, effective as of July 1, 2024, by and between the City of Laurel, Maryland, hereinafter referred to as the "**City**" and the United Food and Commercial Workers, Local 1994, Municipal & County Government Employee Organization, MCGEO hereinafter referred to as the "Union," collectively referred to herein as the "**Parties**."

## **ARTICLE 2 - RECOGNITION AND BARGAINING UNIT**

### **Section 1**

The City recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to the wages, hours, and other conditions of employment for non-confidential Employees in positions of Project Inspector I, Project Inspector II, Crew Leader 450, Crew Leader 425, Crew Leader 445, Equipment Operator I 450, Equipment Operator I 425, Equipment Operator I 420, Equipment Operator I 415, Equipment Operator II 420, Equipment Operator II 425, Equipment Operator II 450, Equipment Operator II 415, Auto Mechanic, Laborer I 450, Laborer I 420, Laborer I 415, Laborer I 425, Laborer II 450, Laborer II 415, Laborer II 420, Laborer II 425, Laborer III 450, Laborer 420, Laborer III 425, and Laborer III 415 within the Department of Public Works (DPW). All of the above shall be referred to as "Employees".

### **Section 2 – Excluded Positions.**

All supervisory, management, confidential, law enforcement (Police) employees as such are defined in Section 13-2 of City Ordinance 2017 and any other supervisory, management and confidential employees who are hired by the City at any time in the future regardless of title and all employees working in or assigned to any other City Department are excluded from and not covered by this Agreement.

### **Section 3 – Probationary Employees.**

(a) All new, re-hired after discharge and promoted employees shall be considered probationary employees for six (6) months. Moreover, at the order of the Human Resources Officer, the probationary period may be extended by one (1) additional six (6) month period (thereby allowing for a maximum probationary period of twelve (12) months).

(b) The discharge of a probationary employees shall not be subject to Article 15 (Grievance Procedure) of this Agreement, except that a probationary employee may grieve their discharge on the basis that such discharge is in violation of Article 18 (Discrimination) of this Agreement.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

The Union hereby recognizes the right and responsibility of the City to determine the mission of government and to take any and all actions, except those expressly restricted by a specific provision of this Agreement, to carry out such mission.



All management functions and rights including, but not limited to, those set forth in §13-5 of City Ordinance 2017 are hereby retained and vested exclusively in the City, except as expressly restricted by a specific provision of this Agreement.

#### **ARTICLE 4 - NO STRIKES OR LOCKOUTS**

##### **Section 1 – No Strikes or Lockouts.**

The rights and obligations of Section 13-9 of City Ordinance 2017 and all of its subsections shall apply during the term of this Agreement.

##### **Section 2 – Union Responsibility.**

The Union agrees to notify its officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage Employees violating Section 13-9 to return to work.

#### **ARTICLE 5 - UNION DUES AND CHECKOFF**

##### **Section 1**

Employees who affirmatively and voluntarily consent to pay dues and initiation fees, or service fees, shall pay amounts set by the Union. These amounts may be subject to change once each year of this Agreement as a result of the Union's notice to the City and appropriate bargaining unit members e-mailed to the City and sent to Employees thirty (30) days prior to the change. In any event, the change in dues shall not go into effect until the first day of the first payroll period after the expiration of the thirty (30) days' notice period.

##### **Section 2**

The City shall provide a voluntary checkoff and shall check off dues and voluntary political contributions from all Employees who have signed and delivered to the City the proper legal authorizations for such deductions. The City shall remit such dues/agency fees withheld from Employees, paychecks on or before the 15<sup>th</sup> of the month following the month in which such funds were deducted.

##### **Section 3**

The obligation of the City to deduct dues/fees and remit the same shall terminate upon any of the following:

- (a) termination of employment for any reason.
- (b) transfer to a job outside the bargaining unit; or
- (c) layoff from work; or



(d) unpaid leave of absence.

#### **Section 4**

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 City for the purpose of complying with the provisions of this Article. The Union assumes full responsibility for the disposition of the funds deducted under Section 1 of this Article as soon as they have been remitted by the City to the Union.

#### **ARTICLE 6 - LABOR MANAGEMENT RELATIONS COMMITTEE (LMRC)**

To foster cooperative labor relations between the City and the Union, the Parties agree to establish a Labor Management Relations Committee (LMRC). The LMRC will meet three (3) times in each calendar year (once each four months) or once each six (6) months unless otherwise mutually agreed to. The LMRC will include three members each of the Union and City who shall be chosen by the respective Parties. The meetings will be chaired on a rotating annual basis by a member of the Union or Management.

One week prior to each meeting, the Parties shall submit a proposed agenda for items to be discussed. Items discussed will not include topics currently being addressed through grievances.

The LMRC is not authorized to negotiate on behalf of either Party, nor is it authorized to make any agreement changing, deleting or adding to the terms of this Agreement.

Employees serving on the Labor Management Relations Committee will be paid at straight time rates for the time actually spent at Committee meetings. Such time shall not count as time worked for qualification or entitlement to overtime.

#### **ARTICLE 7 - SAFETY AND HEALTH**

##### **Section 1 – Safe Working Conditions.**

The City shall provide safe and healthy working conditions. The City and the Union shall encourage Employees to work in a safe manner.

Employees shall comply with all City rules, orders, policies and practices pertaining to safety and health and the wearing of required safety and personal protection equipment. Failure to comply will subject the Employee to discipline. The City shall provide the DPW Comprehensive Guidelines and Operating Procedures to Employees in hard copy and through the City's intra-net which shall require Employees to access and acknowledge. The City shall provide reasonable notice of changes to such Guidelines and Operating Procedures.

In the event an Employee believes a working condition to be unsafe, the Employee shall report the condition to the immediate Supervisor who shall investigate the matter and render a determination. If the condition is determined to be unsafe, the City shall take action to eliminate it as expeditiously as possible. Should a Union Steward be available, the Steward will be allowed to



participate in the investigation, but the determination rendered by the Supervisor shall be controlling, and subject to appeal under the (Grievance Procedure) of this Agreement. If the Union believes that an identified hazard has not been eliminated within a reasonable time under the circumstances, it may file a grievance in accordance with Article 15 of this Agreement.

### **Section 2 – Uniforms, Tools and Safety Equipment.**

The City shall continue to provide uniforms and safety equipment for the Employees in accord with existing Departmental policies and practices. Employees required to wear uniforms must wear City issued uniforms and City issued apparel while on duty. Employees shall not alter or mutilate uniforms without approval from their Supervisor.

Current Laborers, Equipment Operators and Crew Leaders who have completed their probationary period will receive an additional three (3) sets of uniforms (long sleeve shirts, short sleeve shirts and reflective pants). Upon successful completion of their probationary period, newly hired Laborers, Equipment Operators and Crew Leaders will have eight (8) sets of the above in addition to the other items provided.

Maintenance Division Employees will receive two additional (2) long sleeve shirts, short sleeve shirts and reflective pants in addition to the official Maintenance Division uniforms that they currently receive.

Employees are responsible for maintaining uniforms at their cost. The City provides clothes washing equipment and detergent for Employees to launder uniforms. If necessary, Management will create a schedule for Employees to use the washing equipment to enable all staff to launder their uniforms in a timely fashion. The City shall reasonably judge when and whether a uniform part or boots needs replacement. Employees must turn in uniforms and boots in order to obtain replacements.

### **Section 3 – Excessive Heat Policies and Procedures**

With respect to days of excessive heat as defined in COMAR, The City shall comply with Section 09.12.32 of the Code of Maryland Regulations including such amendments as are made by the State during the term of this Agreement.

## **ARTICLE 8 - WORK ASSIGNMENTS**

The City shall have the right to assign any Employee to any task or the operation of any equipment which is within the Employee's classification at its sole discretion.

The City shall have the right to temporarily assign any Employee to any task or operation of any equipment within another classification in the bargaining unit provided the Employee is qualified and capable of performing that task or operation safely and competently.

The City shall have the right to assign work to the bargaining unit in other City Departments or for light duty to accommodate a legitimate request for accommodation, such assignments will be at the normal grade of the Employee.



## **ARTICLE 9 – PERSONNEL INFORMATION AND COMMUNICATION**

### **Section 1**

The City shall provide the following bargaining unit personnel data to the Union: street address, city, state, zip code, job title, salary, personal phone number, email, and date of hire. The information is provided to the Union solely for its role as the certified representative for bargaining wages, hours and terms and conditions of employment. Provided however that the Union is prohibited from selling or transferring this information to any third party without the specific written consent of the City and the Employee.

The City shall not provide any health, medical or social security information to the Union without a written consent/authorization to do so signed and dated by the Employee.

### **Section 2**

The City shall provide the Union with a copy of all announcements and notices sent to the bargaining unit at large and a copy of any notice of disciplinary action or termination (discharge) within forty-eight (48) hours of issuance.

## **ARTICLE 10 - POLICIES, ORDERS AND RULES**

### **Section 1 – Right to Make and Change.**

The City shall have the right to make, change, add to or delete from any of its Rules, Policies, and Orders pertaining to the bargaining unit at any time.

### **Section 2 – Notice Procedure.**

The City shall provide reasonable advance written notice as the circumstances permit of any actions with respect to the Rules, Orders and Policies described in Section 1, and the Union shall have the right to meet with the City during that thirty (30) day period to provide comments to the intended changes/deletions/or additions. This is not a right to bargain. The City retains final authority to implement any changes/deletions or additions.

### **Section 3 – Subject to Grievance Procedure.**

The Union shall have the right to grieve any adverse action taken by the City effecting the terms and conditions of employment of any bargaining unit member as to any change/addition or deletion of a Rule, Policy or Order described in Section 1 of this Article. The grievance shall be submitted pursuant to Article 15 of this Agreement.

## **ARTICLE 11 - ORIENTATION**

The Union shall be provided up to twenty (20) minutes to meet with newly hired Employees on work time to provide Union orientation. This orientation will be scheduled within the discretion of the City, and the City shall provide a one week (7 days) advance notice of the date, time and place of the orientation.



## **ARTICLE 12 - UNION ACCESS**

Accredited representatives of the Union may visit the City's worksite upon giving reasonable advance notice to the City Administrator or designee. Such notice may be given by email. The Union's representative shall comply with all safety requirements and shall conduct business in a manner that does not disrupt or interrupt the work of any Employee of the City. The City will not unreasonably ban or bar access to the worksite during normal work hours.

## **ARTICLE 13 - UNION STEWARDS**

### **Section 1**

The City recognizes the right of the Union to designate up to a total of one (1) Union Steward from each Division (waste management, automotive maintenance and street maintenance). The designation shall be in writing and sent by email to the City Administrator or designee. The Stewards are the representatives of the Union and are authorized to hear complaints from the Employees in their respective divisions, as to alleged violations of the terms of this agreement and to attempt to secure resolution of such alleged violations with the City.

### **Section 2**

Only one Steward shall participate in a single or class grievance. The Union shall designate the Steward who participates in a class action grievance. A Steward may assist in the investigation, presentation and settling of grievances, off-the-clock, provided that such assistance shall not interfere with the Steward's performance of duties as an Employee. The Stewards shall not be discriminated against in any way for discharging duties assigned them by the Union.

### **Section 3**

The Union Stewards are entitled to eight (8) hours of administrative leave per calendar year for any steward training sessions conducted by the Union. There shall be only three (3) Stewards who receive this leave in any calendar year. The Union shall be responsible for travel costs, per diems and other expenses.

### **Section 4**

The Steward must request leave in advance, and obtain approval, before they leave the workplace to participate in Union business. Such approval shall not be unreasonably withheld.

## **ARTICLE 14 - DISCIPLINE AND DISCHARGE**

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



### **Section 1 – Discipline.**

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

Disciplinary actions for “just cause” shall be limited to written reprimands, suspension, demotion and discharge.

Any Employee who reasonably believes that an interview or meeting with supervisory personnel is deliberately planned or likely to lead to disciplinary action as to the Employee may request the presence of a Steward at any such meeting.

Disciplinary action may be imposed upon an Employee for any reason provided in the City Code or any applicable City Rule, Order or Policy or any poor or non-performance of duties or inappropriate or illegal conduct. Any disciplinary action or measure imposed upon an Employee other than an oral reprimand or oral or written counseling, who has successfully completed the new-hire probationary period, may be processed as a grievance through the grievance procedure in this Agreement (Article 15).

If the City has reason to reprimand an Employee, it shall be done in a professional manner. Discipline shall be intended to be corrective and not punitive.

### **Section 2 – Grievances of lost time suspension and discharge.**

Any grievance regarding disciplinary suspension or discharge may be submitted directly to Step 3 of the grievance procedure, provided that it is raised within ten (10) workdays of receipt of the written notice of disciplinary suspension or discharge. Such grievances shall thereafter be processed in accord with the procedures set forth in Article 15 (Grievance Procedure) of the Agreement.

### **Section 3 – Grievance Finding.**

Any Employee found to be unjustly suspended or discharged shall be reinstated with appropriate full or partial compensation for lost time less interim earnings and benefits or such earnings and benefits that the Employee would have received with a reasonable search for post termination employment, and with full restoration of all other rights and conditions of employment.

## **ARTICLE 15 - GRIEVANCE PROCEDURE**

### **Section 1 – Definition of Grievance.**

Except as otherwise provided in this Agreement, a grievance shall be considered to exist only when there is a disagreement involving the interpretation or application of this Agreement, provided that no grievance nor its settlement shall expand or modify this Agreement. Grievances must be presented within ten (10) working days after the date of their occurrence or the date on which the condition causing the disagreement becomes known or they will not be considered or processed under this Article.



The Union shall not represent any Employee on any grievance which was initiated prior to execution of this Agreement. The purpose of this grievance procedure is a sincere desire by both Parties to settle grievances in the shortest time possible and at the lowest level possible so as to foster efficiency and Employee morale. Grievances must be presented in writing in the manner agreed to by the City and the Union. Responses by the City under this Article at any step shall be deemed received by the Grievant on the date delivered to the Grievant and to the Union Representative who signed the form.

Employees who have an issue which can be filed as a grievance both under this Article 15 Procedure and the City's personnel grievance process must choose one process and cannot pursue the same grievance and issues under both processes.

## **Section 2 – Procedure.**

Grievances may be filed by individual Employees, a group of Employees or a class of Employees or by the Union designee on behalf of individual Employees. This provision shall not apply nor impact probationary Employees. Grievances which may arise between the Parties shall be settled in the following manner:

**Step 1 — Immediate Supervisor:** If a grievance has been presented as set forth above, the Union Steward, with the Grievant, shall discuss the grievance or dispute with the Grievant's immediate Supervisor or their designated representative within ten (10) working days after the date on which the grievance is presented. The immediate Supervisor shall attempt to adjust the matter and shall respond in writing to the Grievant, and to the Union Representative, within ten (10) working days after the Step 1 meeting.

**Step 2 — Department Director:** If after Step 1, the grievance has not been satisfactorily resolved, the Union may file a written appeal, with the Department Director, within ten (10) working days after the immediate Supervisor's response is received by the Grievant. The notice of appeal shall set forth the grounds for the grievance and a brief statement of the factual situation creating the alleged grievance. The Parties shall discuss the grievance at Step 2 within ten (10) working days after the Department Director receives the written appeal. The Department Director shall respond in writing to the Grievant, and the Union Representative who signs the appeal form, within ten (10) working days after the Step 2 discussion.

**Step 3 — Designated Representative:** If after Step 2, the grievance has not been satisfactorily resolved, the Union may file a written appeal with the Deputy City Administrator or designee (copied to the Department Director), within ten (10) working days after the Department Director's Step 2 response is received by the Grievant. The notice of appeal shall set forth the grounds for the grievance and a brief statement of the factual situation creating the alleged grievance. The Department Director or designee shall respond in writing within ten (10) working days.

The Parties shall submit the grievance to the Deputy City Administrator or designee at a Step 3 hearing within ten (10) working days after the City Administrator receives the



written appeal. The Deputy City Administrator shall respond in writing to the Grievant and Department Director within ten (10) working days after the Step 3 hearing.

**Mediation Step:**

If after Step 3, the grievance has not been resolved, the Parties shall schedule a *mediation meeting with the Labor Commissioner* to conduct fact-finding and to facilitate resolution of the grievance through mediation. In the event that the grievance is not resolved, at either party's request, the mediator shall provide a written recommendation or opinion as to the issue presented.

**Step 4 — Labor Board:** If after the Mediation Step, the grievance is not settled, the Union may, within ten (10) working days after receipt of the Labor Commissioner's opinion or recommendation request to proceed to the City's Labor Board.

The Board shall hear presentations from each Party before deciding whether to accept or reject the mediator's recommendation or opinion, or issue its own opinion, and it shall submit its decision in writing to the Employer and the Union within fifteen (15) days of the submission of written positions. The decision of the Board shall be final and binding upon the Employer and the Union.

In a discharge case, the time period acceptable for a Labor Board hearing shall not exceed sixty (60) calendar days from the receipt of the Step 3 answer. To expedite the discharge case, the Parties shall be available for a hearing after normal working hours and on weekends; the City's offices and the Union's offices shall be deemed suitable for the hearing; post hearing written positions shall be submitted no later than ten (10) days after the close of the hearing; and the Labor Board shall be asked to render an award no later than thirty (30) days after the submission of written positions.

The Labor Board shall have jurisdiction over any grievance properly processed in accordance with the steps, time limits, and conditions set forth in the Grievance Procedure of this Agreement. The decision of the Labor Board shall be confined exclusively to the specific provisions of this Agreement, City Rule, Order or Policy alleged to have been violated. The Labor Board shall not have the authority to add to, subtract from, modify, amend, change or alter any of the provisions of this Agreement or City Rule Order or Policy, nor shall it hear or decide more than one grievance per hearing without the express mutual consent of the Parties in writing. The decision of the Labor Board shall be final and binding on the Parties, their agents and the Employees in the bargaining unit.

**Section 5 — Time Limits:** Should the City not respond within the prescribed time, the grievance shall automatically proceed to the next step, but in no event shall the discipline be imposed without a hearing due to City's failure to respond. If the Grievant fails to meet any time requirement set forth in this Article, the grievance shall be considered withdrawn and the right to further proceedings waived. Any time limits herein may be extended by mutual consent.



## **ARTICLE 16 - HOURS OF WORK AND SCHEDULE**

### **Section 1 – Work Schedules.**

The Work Schedule (shift hours, shift start times, and workdays) in effect on the execution date of this Agreement shall remain in effect for the duration of the Agreement unless changed by the City in its discretion in order to achieve efficient operations. The City will notify the Union at least ten (10) working days in advance of any such changes and provide the Union with an opportunity to comment on them before implementation.

Nothing herein shall limit the City from changing any shift, hours, workday or schedule in the event of a special event, weather event, a declared emergency, holiday, or other condition requiring such changes without the thirty (30) day notice requirement as determined by the Department. In the event of such an emergency, the Department will notify Employees affected by the change in shift, hours or workday in advance as reasonably possible under the circumstances.

### **Section 2 –Posting.**

Work schedule showing the Employee's shift, workdays and hours shall be posted on all department bulletin boards.

## **ARTICLE 17 - SENIORITY**

### **Section 1 – Definition.**

Seniority means an Employee's length of continuous service with the City since last date of hire.

### **Section 2 – Breaks in Continuous Service.**

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement.

There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

### **Section 3 – Work Force Changes.**

#### **Section 3(a) Promotions:**

The term "Promotion," as used in this provision, means the movement of an Employee from one pay grade to a higher pay grade job classification. The City shall have sole discretion in determining whether to create openings or to fill any vacancy.

Whenever a job opening/vacancy as determined by the City occurs, other than a temporary opening as defined below in any existing job classification, a notice of such opening shall be posted on all bulletin boards for seven (7) working days. The City has the right to post the position publicly and to consider external candidates.



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

The City shall fill the opening by appointing the best qualified candidate (either internal to the bargaining unit or an external candidate) to perform the work in the determination of the Department Director. Where the final candidates have the same skills, knowledge, experience and qualifications in the judgment of the City, the applicant with the highest seniority shall be appointed.

**Section 3(b) Transfers:**

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

**Section 3(c) Reduction in Work Force (not caused by Pandemic):**

In the event it becomes necessary to lay off Employees for any reason, Employees shall be laid off in the inverse order of their seniority within the relevant classification in the department provided that the Department Director shall have discretion to retain an Employee with superior qualifications or unique skills or knowledge as determined by the Department Director, in order to lay off a more senior Employee with inferior qualifications.

The layoff process shall follow the City's existing Policies and Procedures.

**Section 3(d) Temporary Assignment to Crew Lead:**

The Employer shall have discretion to assign any Employee to take on the duties of a Crew Lead on a temporary (hourly, daily or weekly) basis. Employees who are actually assigned by a supervisor to temporary crew lead duties and who actually perform those duties shall receive a *\$1.00 per hour increase in the Employee's straight time rate for each hour in which the Employee actually performs assigned temporary crew lead duties.* The Employer shall have discretion to select any Employee for this temporary assignment regardless of seniority.

**Section 3(e) Demotions:**

The term demotion, as used in this provision, means the reassignment of an Employee from a position in one job classification to a lower paying position in the same job classification or in another job classification.

Involuntary Demotion is a demotion based on an administrative action, not initiated by the Employee. Demotions shall be made only for inability to satisfactorily perform the job, change of minimum requirements for the current position. In that situation, the demoted employee shall be paid at the grade of the classification into which the Employee was demoted. The demoted Employee shall retain longevity steps.

**Section 3(f) Recall:**



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

No new Employees shall be hired in the classification until all Employees on lay off status who held that classification desiring to return to work and who are capable of performing the work, have been recalled. Failure to return from lay off within seven (7) workdays after recall has been made by certified letter to the Employee's last known address will be deemed a voluntary quit.

#### **ARTICLE 18 - DISCRIMINATION**

The City shall not interfere with the rights of Employees set forth in Section 13-4 of Ordinance 2017.

#### **ARTICLE 19 - WAGES**

Three (3) year Agreement commencing July 1, 2024, and terminating June 30, 2027.

Employees shall receive a 2.5percent step increase each year up to Step 20 on the pay scale effective from the date of the Employee's anniversary.

Employees shall receive a 2.5 percent annual adjustment each year through the end of the contract.

Employees who have completed 20 years employment with DPW shall receive a 2.5 percent step increase in FY 2025, and receive the step increase every other year until year 30 thereafter.

All wage increases to go into effect on the first day of the first full pay week after the date of the raise.

All raises and other financial increases in years 2 and 3 of the Agreement are subject to budget approval by the City Council for those years. In the event that the City Council declines to fund such increases, the City and the Union shall engage in effects bargaining over the decision.



## **ARTICLE 20 - ANNUAL LEAVE**

All Regular full-time and part-time Employees will earn one week of Annual Leave upon satisfactory completion of six (6) months of City Employment. Thereafter all regular full-time Employees and regular part-time Employees will earn and accrue Annual Leave at the rates below:

Less than Five Years:	10 days
5 years but less than 10 years:	15 days
10 years but less than 11 years:	16 days
11 years but less than 12 years:	17 days
12 years but less than 13 years:	18 days
13 years but less than 14 years:	19 days
14 years but less than 15 years:	20 days
15 years but less than 16 years:	21 days
16 years but less than 17 years:	22 days
17 years but less than 18 years:	23 days
18 years but less than 19 years:	24 days
19 years or more:	25 days

Full-time Employees may accumulate 320 hours of Annual Leave days.

Employees who become ill while on scheduled Annual or Personal Leave may request to change the initial approved leave from Annual or Personal Leave to Sick Leave. The request must be submitted in writing, within 24 hours of returning from leave and be accompanied by written documentation from a health care provider.

## **ARTICLE 21 - RETIREMENT PLAN**

The City shall continue to operate the City of Laurel Retirement Plan, subject to changes in the plan required by Federal and State laws and regulations which shall be made as required. All Employees shall participate in the City of Laurel Retirement Plan in accordance with its terms, and the City and the Employees shall make contributions in accordance with City Ordinances as approved by the Mayor and City Council and the regulations established by the City and the Board of Trustees of the City of Laurel Retirement Plan.

Clothing and uniform provisions addressed and agreed in language discussions.

## **ARTICLE 22 - SHIFT DIFFERENTIAL**

Employees who work in a consecutive operation shall be paid a shift differential of \$0.90 per hour for any work performed outside their regular shift.

## **ARTICLE 23 - PERSONAL LEAVE**

Personal Leave is a form of paid leave intended to allow Employees periods of time to conduct personal business. Full-time Employees shall be entitled to twenty-six (26) hours of Personal Leave per year. Employees may carry over up to ten (10) hours of unused Personal Leave each year of the contract.

## **ARTICLE 24 - COMPENSATORY LEAVE**

Employees have the right to receive overtime compensation in the form of Compensatory Leave at the rate of one- and one-half times the number of hours worked in an overtime status in lieu of paid overtime.

The option to earn Compensatory Leave in lieu of paid overtime shall be exercised by completing the compensatory time; portion overtime slip at the time the overtime slip is submitted.

An Employee may accrue at any given time up to a total of sixty (60) hours of unused Compensatory Leave and carry over this amount from one year to another. Any Compensatory Leave accrued in excess of sixty (60) hours shall be paid overtime in the pay period worked.

Scheduling of the use of compensatory leave shall be undertaken pursuant to the policies and procedures of the City that are in effect during the time of this agreement.

The City reserves the right at any time to issue compensation to an Employee for any amount of accrued Compensatory Leave at the Employee's rate of pay.

Upon termination of employment for any reason, any unused accrued Compensatory Leave shall be paid out at the Employee's regular rate of pay.



## **ARTICLE 25 - SICK LEAVE**

Eligible Employees will earn and accrue Sick Leave with each pay period, prorated to weeks of employment, as indicated:

35-hour full-time employees:	3.24 hours per pay period or 12 (7-hour) days per year
40-hour full-time employees:	3.70 hours per pay period or 12 (8-hour) days per year
All part-time employees:	.85 hours per pay period or 12 (4-hour) days per year

Employees may use up to a maximum of five (5) days of their available Sick Leave balance per fiscal year in the event of the ailing health impaired condition of a close family member of the Employee. Sick Leave in excess of this five (5) day limitation may be used to supplement absences approved under the City's policy on Family and Medical Leave.

When advance notification is not possible, an Employee must notify their supervisor each day of absence to provide an update/status of the illness and stating when they plan to return to work. Such notification may be done by text or email. When department work early due to illness, an Employee must request prior approval from their supervisor. The request may be made by text or email.

In the event that an absence due to illness of the Employee or an Employee's family member exceeds leave balance, that Employee may use the Employee's Leave Donation Policy.

## **ARTICLE 26 - BEREAVEMENT LEAVE**

The City's Bereavement Leave Policy, including the manner in which the City applies that policy, shall be maintained for the life of this Agreement.

## **ARTICLE 27 - HOLIDAY PAY**

The City's Holiday Pay Policy, including the manner in which the City applies that policy, shall be maintained for the life of this Agreement.

## **ARTICLE 28 - ON CALL AND CALL IN PAY**

### **Section 1 - On Call**

The City shall have discretion to designate Bargaining Unit Employees from the Vehicle Maintenance Division, Street & Refuse as "On Call." "On Call" assignments are weekly (Friday to Friday) Project Inspectors shall be on a two week "On Call" assignment. Employees who are "On Call" shall be paid four (4) hours of pay at their straight time rate for each designation of "On Call" status. Such four (4) hours of pay shall be considered as time worked.

### **Section 2 - Call In.**

Any Employee who is called into work other than on that Employee's scheduled shift and who actually reports to work on the time required, shall receive a minimum guarantee of two (2) hours of pay at the Employee's regular overtime rate and two (2) hours of Compensatory Leave, Employees shall be paid for hours worked in the Call In at overtime rates.

Employees may elect to take the overtime element of the pay as Compensatory Leave, but may not convert Compensatory Leave granted under this provision into pay except as otherwise provided in the City's Compensatory Leave Policy.

## **ARTICLE 29 - HEALTHCARE BENEFITS**

The City will continue to provide health insurance benefits to Employees and Employees will contribute to the cost of these benefits, in accordance with City policy.

The City reserves the right to change the features, costs, prescription drug formulary, benefits, premiums, deductibles and out of pocket maximums of its health insurance as long as such changes apply to all non-represented City employees.:

- A. Cost sharing percentage for medial, prescription, dental, and vision benefits will be eighty (80) percent for the City and twenty (20) percent for the City throughout the duration of this agreement.

## **ARTICLE 30 - MARKET STUDY OF MUNICIPALITIES**

The Union may, at its discretion, conduct a market survey and submit it to the City for consideration. The Employer may consider the Union study.



## ARTICLE 31 - DURATION OF AGREEMENT

### Section 1 – Effective Period.

This Agreement shall become effective as of July 1, 2024, and shall continue in full force and effect until June 30, 2027. Thereafter, it shall be self-renewing for one-year periods, unless written notice of intention to terminate or modify the Agreement is given by either Party (City or Union) to the other not later than August 1 of the year prior to expiration.

Union expressly acknowledges and agrees that legislation will be necessary to implement this Agreement. Union agrees that changes in legislation consistent with the terms of this Agreement are deemed effective as of the effective date of this Agreement or as otherwise agreed to by the parties herein.

### Section 2 – Amendments.

This Agreement may only be added to, amended or modified by a written document (i.e., a Letter of Understanding) that is signed on behalf of the Parties hereto (City and Union) by their duly authorized officers and representatives, after negotiations mutually agreed to by City and Union.

### Section 3 – Separability.

If any term or provision of this Agreement is, at any time during the duration of this Agreement, in conflict with any law or court decision, such term or provision shall continue in effect only to the extent permitted by such law or court decision. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

### Section 4 – Entire Agreement.

This Agreement constitutes the complete and entire Agreement between the Parties (City and Union).

Signed this 10 day of June, 2024.

For the Union:

UFCW Local 1994  
(MCGEO)

By: Gino Rene

For the City:

City of Laurel,  
Maryland

By: Keith R. [Signature]



DPW Statement

11 Attachment No. 1 -  
June 19, 2024  
Mayor and City Council  
meeting minutes,  
pg. 1 of 5

Received during Council  
meeting of 6/10/2024 from  
Georgena Ifill - 8231 Northlake  
Court Laurel, MD 20707 RE:  
agenda item #16  
Sandra G.  
Clerk

Good evening, Mayor and City Council of Laurel. My name is Georgena Ifill and I have resided at 8231 Northlake Court for the past 21 years. I am here tonight before this body to once again state that I Stand With DPW.

The agreement, put forth this evening for approval, between the City of Laurel and UFCW/LOCAL 1994 has been in the making for some time. Although I am glad to have it come to fruition, I must continue to state my dissatisfaction with the city's unwillingness to negotiate a wage increase for our DPW workers. In March of this year, I did my own research on the wages paid to our DPW using information available to the public on sites like gov salaries.com. There I learned that we had DPW employees in 2021 whom wages were as high as 55% lower than the national average and 52 percent lower than the median salary in the City of Laurel. I mentioned this during "My Time with the Mayor" meeting at which time my statements were not disparaged or challenged to be untruthful from the city's administration. There was only a counter statement from Ms. Barr that in addition to wages, the city does offer a good benefits package.

As late as our last public hearing, our mayor has stated "We felt that 5% pay raise was the best we could do at this time to protect the interest of the city." So, let's speak factually and truthfully about that 5%. It is a 2.5% cost of living raise and a 2.5% step increase. The 2.5% cost of living is a guarantee--even though the Bureau of Labor Statistics has the national inflation rate at 3.5% compared to the previous year (Maryland increased 1% in the 2 months ending in April 2024). The 2.5% step increase is not. It is conditional on the workers' performance and where there are within the position's pay range - workers at the max for their pay range do not receive a step increase. Every time I hear someone say, they get paid enough or they need to learn to budget their money better, I start to think of the following:



" Attachment No. 1 - June 10, 2024  
Mayor and City Council Meeting minutes  
page 2 of 5 "

- 2.5% cost of living is currently and will remain under the inflation rate nationally and in the state of Maryland if the current trend continues for the next 3 years.
- DPW unionized workers would have received the 2.5%/2.5% wage increase even if they had not joined the union. In all actuality, unionized workers take-home pay will now be less than non-unionized workers because of union dues. Knowing this, why are they still wanting to join the union? Job security? Safety regulations? Protection?
- According to the city's own operating budget and CIP plans, aside from supervisors, in 2019 there were 8 DPW workers servicing 4 residential collection routes and one commercial route for 6,314 residences. In 2023, there were still only 8 DPW workers but then servicing 6,650 residences. Our FY2025 budget which was approved at the last city council meeting also cites ONLY 8 DPW workers for collection (3 equipment operators and 5 laborers).
  - We've increased residences, but not workers. One can only begin to imagine what would happen if the Pulte Corridor approval were obtained adding 302 more residents.
  - As reported in our FY2025 plan, there were 99 missed collections in 2023 compared to 54 (in 2020), 48 (in 2021) and 38 (in 2022).
- DPW used to collect my garbage twice a week. Now it is only picked up once a week. Is there any correlation between the decrease in pickups and the increase of rodents being reported in the city?
- I've heard many residents were upset that the flags were not hung by Memorial Day. Who do you think hang those flags? DPW.
- Lastly, to my knowledge, we have lost 2 DPW workers since February of this year. Is what we're offering going to give us a competitive advantage in the public works job market? I wonder why that old saying "You get what you paid for" keep ringing in my head.

I Stand with DPW!



*"Attachment vol. June 10, 2024 Mayor and City Council meeting minutes"*



FY2025 PROPOSED GENERAL OPERATING BUDGET AND CIP

RESIDENTIAL RECYCLING	2020	2021	2022	2023
Number of Residences	6,314	6,500	6,500	6,650
Missed Collections	54	48	38	99
Error Rate	0.86%	0.74%	0.58%	1.49%
Tonnage Collected	1,090.12	1070.69	1214.42	1236.95
Compost Collected (tons)	30.5	35.55	46.55	78.46
Tipping Fees Avoided (\$)	\$70,812	\$78,698	\$92,530*	\$96,525*

\* Based on tipping fee of \$73.38/ton (effective July 2022)

- FY2025 GOALS AND INITIATIVES:** The City-wide Residential Recycling Program is provided by the Recycling Collection and Disposal Division of the Department of Public Works. In FY2025, the Department plans to continue the expansion of the recycling program, by increasing available toters to support increased citizen participation, holding Electronics Recycling Events, as well as expand the Commercial Recycling Program by recruiting more City businesses into the program and highlighting those businesses on the City's website. Additionally, the Department will work toward increasing residential participation through the City website, the Recycle Coach app, updates on Laurel TV and social media, expanding the new composting program, and providing larger residential carts (both 35-gallon and 65-gallon). The Division will also continue the yard waste recycling program which began in FY1996. The Department will continue the curbside Organics Recycling Program which began in July 2019 and expand as funding is made available. Education and outreach programs focused on the curbside organics collection will continue with a focus on residential, commercial, and educational institutions.



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 June 10, 2024 Mayor and City Council  
 Meeting minutes pg. 4 of 5



**DEPARTMENT OF PUBLIC WORKS - RECYCLING - 420**

**DEPARTMENT HEAD:** Brian K. Lee, Director

- **FISCAL YEAR:** July 1, 2023 – June 30, 2024
- **PURPOSE:** To provide recycling collection for single-family, multi-family and commercial properties.
- **RESPONSIBILITIES:** Services provided under this budget include residential and commercial recycling programs for home electronics, yard debris and Christmas tree collection, tire recycling, CFL and fluorescent bulbs collection and recycling; organic composting; and household batteries, DVDs, CDs, and heavy appliance collection and recycling.
- **STAFF:** The budget provides for four (4) residential collection routes and one commercial collection route:
  - Chief Supervisor
  - Waste Management Supervisor
  - Equipment Operator II (1)
  - Equipment Operator I (2)
  - Laborer II (5)
- **FY2023 PERFORMANCE:**  
 The following chart reflects calendar year data from the previous years, and information from January 1, 2022, through December 31, 2022. Residential recycling also includes apartments and those businesses voluntarily participating in the program.

RESIDENTIAL RECYCLING	2019	2020	2021	2022
Number of Residences	6,314	6,314	6,500	6,500
Missed Collections	58	54	48	38
Error Rate	<.01%	<.01%	<.01%	<.01%
Tonnage Collected	944.05	1,090.12	1070.69	1214.42
Compost Collected (tons)	7.32	30.5	35.55	46.55
Tipping Fees Avoided (\$)	\$58,890	\$70,812	\$78,698	\$92,530*

\* Based on tipping fee of \$73.38/ton (effective July 2022)



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Mayor and City Council meeting minutes  
page 5 of 5"

**DEPARTMENT: WASTE COLLECTION - 415**

**DEPARTMENT HEAD:** Robert Ferree, Director

❖ **FISCAL YEAR:** July 1, 2018 – June 30, 2019

❖ **PURPOSE:** To provide for the health and sanitation of City residents and businesses by providing solid waste collection and disposal services.

❖ **RESPONSIBILITIES:** Services provided under this Budget include: Residential refuse collection, bulky trash pickup, commercial refuse collection and commercial special pickup

❖ **STAFF:** The Budget provides for five (5) residential collection routes, a commercial collection route and special collections "on demand" or "by request."

▪ Assistant Director	100%
▪ Waste Management Supervisor	75%
▪ Equipment Operator II (3)	100%
▪ Laborer II (6)	100%
Total Employee Hours (Estimated):	22,100

This Division also uses about 1,000 hours of temporary personnel for peak work periods, vacation coverage, and the Spring Cleanup Program.

❖ **PERFORMANCE:** The charts on the following page reflect calendar year data for previous years, and information through December 2017 for FY 2018.

In all cases concerning missed collections or service complaints, this Division attempts to collect the missed trash within 24 hours and/or to identify and correct service problems. The Department currently performs better than the national average for number of customers per route, and tons collected per route. In addition, the cost per residence, including overhead, is lower than area private collectors.

❖ **FY2019 GOALS:** In FY2019, the Department will continue to adjust the residential/commercial refuse routes to enable the existing routes to absorb new developments.





"Attachment No. 2"  
June 10, 2024 Mayor and  
City Council meeting minutes  
Page 1 of 19

Received during Council  
meeting 6/10/2024  
from Levet Brown-7114  
Old Sandy Spring Road  
Laurel, MD 20707  
DR-2  
Re: agenda item #5  
S. G. Clerk

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

2002 Legislative Session

Bill No. CB-72-2002  
Chapter No. 59  
Proposed and Presented by The Chairman (by request – County Executive)  
Introduced by Council Members Shapiro, Bailey, Wilson and Dernoga  
Co-Sponsors \_\_\_\_\_  
Date of Introduction July 9, 2002

BILL

1 AN ACT concerning

2 County Real Property

3 For the purpose of declaring certain parcels of County-Owned Real Property as surplus, and  
4 approving the County Executive's plan for disposal of such parcels.

5 WHEREAS, Section 2-111.01 of the Prince George's County Code requires that the County  
6 Executive shall establish an inventory of all real property and improvements titled in the name of  
7 Prince George's County and all real property and improvements to which Prince George's  
8 County has an equitable or fee simple title, such inventory to be presented to the County Council  
9 and adopted by legislative act; and

10 WHEREAS, Section 2-111.01 of the Prince George's County Code further provides that the  
11 inventory of real property be reviewed at least once annually and that the County Executive shall  
12 transmit to the County Council for its approval by legislative act a list of the properties to be  
13 leased, offered for sale, or otherwise disposed of; and

14 WHEREAS, the County Executive has determined that certain parcels of property which  
15 are owned by the County are not needed for County use and should be disposed of; and

16 WHEREAS, these properties were included in the 2002 Inventory of County-Owned Real  
17 Property and Improvements which is pending before this Council as CB-52-2002; now,  
18 therefore,

19 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
20 Maryland, that the determination of the County Executive that the parcels of property identified  
21 in Attachment A, attached hereto and made a part hereof, are surplus to the County's needs, be



1 and the same is hereby approved.

2 SECTION 2. BE IT FURTHER ENACTED that the plan of the County Executive to  
3 dispose of the parcels of property as set forth in Attachment A be and the same is hereby  
4 approved.

5 SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)  
6 calendar days after it becomes law.

Adopted this 30th day of July, 2002.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY: \_\_\_\_\_  
Peter A. Shapiro  
Chair

ATTEST:

\_\_\_\_\_  
Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Wayne K. Curry  
County Executive



**Map 1-A**

MNCPPC OCC-ID	994
Property Description:	Lot 1, Block 10, Laurel Subdivision; Lot 1, Block 8, Laurel Subdivision
Location:	Tax Map 6, Grid C-1 (Montgomery St.)
Tax Account No.:	10-1004076; 10-1004068
Date of Acquisition:	1976
Acquisition Price:	\$0.00
Proposed Sale Price:	Transfer to Laurel Boys and Girls Club for costs incident to transfer, with a reverter clause
2002 Assessment	\$1,036,343
Area	11.2405 acres
Disposition:	Transfer to Laurel Boys and Girls Club for public purpose of not-for-profit sport and recreational uses
Zoning	R20, R55
Real Estate File No.:	140-30-15

**Map 1-B**

MNCPPC OCC-ID	2715
Property Description:	Lot 55, Block A, Beltsville Heights-Knotts Addn Subdivision
Location:	4309 Ammendale Road, Beltsville, Md
Tax Account No.:	01-0046482
Date of Acquisition:	2001/DPW&T Ammendale Road Improvement
Acquisition Price:	\$176,500
Proposed Sale Price:	Sale not less than fair market value
2002 Assessment:	\$155,566
Area:	10,119 sq. ft.
Disposition:	Sale not less than fair market value
Zoning:	R-R
Real Estate File No.:	1024-1288-509

**Map 2-A**

MNCPPC OCC-ID	799
Property Description:	Lot 14, Block 1, Edgemont Subdivision
Location:	3716 34 <sup>th</sup> Street
Tax Account No.:	17-1971241
Date of Acquisition:	1981
Acquisition Price:	\$40,000
Proposed Sale Price:	Transfer to the Redevelopment Authority for Gateway Arts District
2002 Assessment:	\$55,200
Area:	6,714 sq. ft.
Disposition:	Transfer to the Redevelopment Authority for Gateway Arts District
Zoning:	MUTC
Real Estate File No.:	1024-1734



Attachment No. 2  
June 10, 2024 Mayor and City Council  
Meeting minutes page 4 of 19

CITY COUNCIL

JANIS L. ROBISON  
First Ward

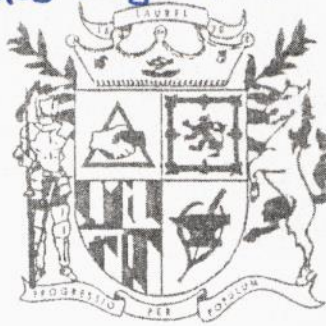
G. RICK WILSON  
First Ward

MICHAEL B. SARICH  
Second Ward

FREDERICK SMALLS  
Second Ward

MICHAEL R. LESZCZ  
At-Large

Council meets second and fourth  
Mondays of each month.



CRAIG A. MOE  
Mayor

ROBERT A. MANZI  
City Solicitor

KRISTIE M. MILLS  
City Administrator

KIMBERLEY A. RAU, CMC  
Clerk, City Council

MAYOR AND CITY COUNCIL OF LAUREL

8103 Sandy Spring Road  
Laurel, Maryland 20707-2502

(301) 725-5300  
(410) 792-9047  
(301) 953-9694  
(301) 725-6831 (FAX)

July 18, 2002

Ms. Carolyn F. Scriber, Director  
Prince George's County Office of Central Services  
1400 McCormick Drive, Suite 336  
Largo, Maryland 20774

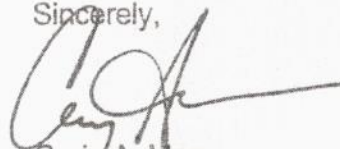
Dear Ms. Scriber,

Thank you for your letter regarding County Land to be declared surplus by the County Executive and the County Council.

I am writing in support of the County's transfer of the property described as Lot 1, Block 10, Laurel Subdivision; Lot 1, Block 8, Laurel Subdivision, otherwise known as the Phelps Senior Citizens Center, formerly the Old Laurel High School, to the Laurel Boys and Girls Club.

Since the City of Laurel has no interest in acquiring the facility, the transfer of this property to the Laurel Boys and Girls Club is the obvious choice as the Club has successfully operated at this location for over 25 years and will continue to provide athletic and recreational opportunities for Laurel area children.

Sincerely,



Craig A. Moe  
Mayor

cc: Kristie M. Mills, City Administrator  
Kimberley A. Rau, CMC, Clerk to the Council  
Council Member Thomas Dernoga, Prince George's County, District 1

L360



## Real Property Search - Individual Report

Click here for a plain text ADA compliant screen.

Maryland Department of Assessments and Taxation  
PRINCE GEORGE'S COUNTY  
Real Property Data Search[Go Back](#)  
[View Map](#)  
[New Search](#)  
[Ground Rent](#)

Account Identifier: District - 10 Account Number - 1004068

## Owner Information

Owner Name:	LAUREL BOYS & GIRLS CLUB INC	Use:	EXEMPT
		Principal Residence:	NO
Mailing Address:	701 MONTGOMERY ST LAUREL MD 20707-4072	Deed Reference:	1) /16605/ 132 2)

## Location &amp; Structure Information

Premises Address  
MONTGOMERY ST  
LAUREL 20707

## Legal Description

LAUREL- E SIDE 9TH

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Assessment Area	Plat No:	L-0848
6	C1			4600		8	1	2	Plat Ref:	

## Special Tax Areas

Town  
Ad Valorem  
Tax Class

02

Primary Structure Built	Enclosed Area	Property Land Area	County Use
0000		7.73 AC	901
Stories	Basement	Type	Exterior

## Value Information

	Base Value	Value As Of 01/01/2005	Phase-In Assessments As Of 07/01/2005	As Of 07/01/2006
Land:	136,150	176,990		
Improvements:	74,400	82,380		
Total:	210,550	259,370	226,823	243,096
Preferential Land:	0	0	0	0

## Transfer Information

Seller: PRINCE GEORGES COUNTY	Date: 12/23/2002	Price: \$0
Type: NOT ARMS-LENGTH	Deed1: /16605/ 132	Deed2:
Seller: BOARD OF EDUCATION	Date: 04/13/1976	Price: \$0
Type: UNKNOWN	Deed1: / 4604/ 916	Deed2:
Seller:	Date: 02/11/1936	Price: \$0
Type: UNKNOWN	Deed1: / 435/ 397	Deed2:

## Exemption Information

Partial Exempt Assessments	Class	07/01/2005	07/01/2006
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: COUNTY AND STATE  
Exempt Class:

Special Tax Recapture:

\* NONE \*



Attachment 00.2  
June 10, 2004 Mayor and City  
Council meeting minutes  
Page 6 of 19

[Click here for a plain text ADA compliant screen](#)



Maryland Department of Assessments and Taxation  
PRINCE GEORGE'S COUNTY  
Real Property Data Search

[Go Back](#)  
[View Map](#)  
[New Search](#)  
[Ground Rent](#)

Account Identifier: District - 10 Account Number - 1004076

#### Owner Information

Owner Name: LAUREL BOYS & GIRLS CLUB INC Use: RESIDENTIAL  
Principal Residence: NO  
Mailing Address: 701 MONTGOMERY ST Deed Reference: 1) /16605/ 132  
LAUREL MD 20707-4072 2)

#### Location & Structure Information

##### Premises Address

116 ST MARYS PL  
LAUREL 20707

##### Legal Description

N SIDE MONTG BETW  
7TH & 8TH  
LAUREL - E SIDE 9TH

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Assessment Area	Plat No:	L-0848
6	C1			4600		10	1	2	Plat Ref:	

Special Tax Areas

Town	Ad Valorem	Tax Class
LAUREL		02

Primary Structure Built	Enclosed Area	Property Land Area	County Use
0000		3.50 AC	001

Stories	Basement	Type	Exterior

#### Value Information

	Base Value	Value As Of 01/01/2005	Phase-in Assessments As Of 07/01/2005	As Of 07/01/2006
Land:	115,000	149,500		
Improvements:	790,140	874,810		
Total:	905,140	1,024,310	944,863	984,586
Preferential Land:	0	0	0	0

#### Transfer Information

Seller:	Date:	Price:
PRINCE GEORGES COUNTY	12/23/2002	\$0
Type: NOT ARMS-LENGTH	Deed1: /16605/ 132	Deed2:
Seller: BOARD OF EDUCATION	Date: 04/13/1976	Price: \$0
Type: UNKNOWN	Deed1: / 4604/ 916	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

#### Exemption Information

Partial Exempt Assessments	Class	07/01/2005	07/01/2006
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO  
Exempt Class:

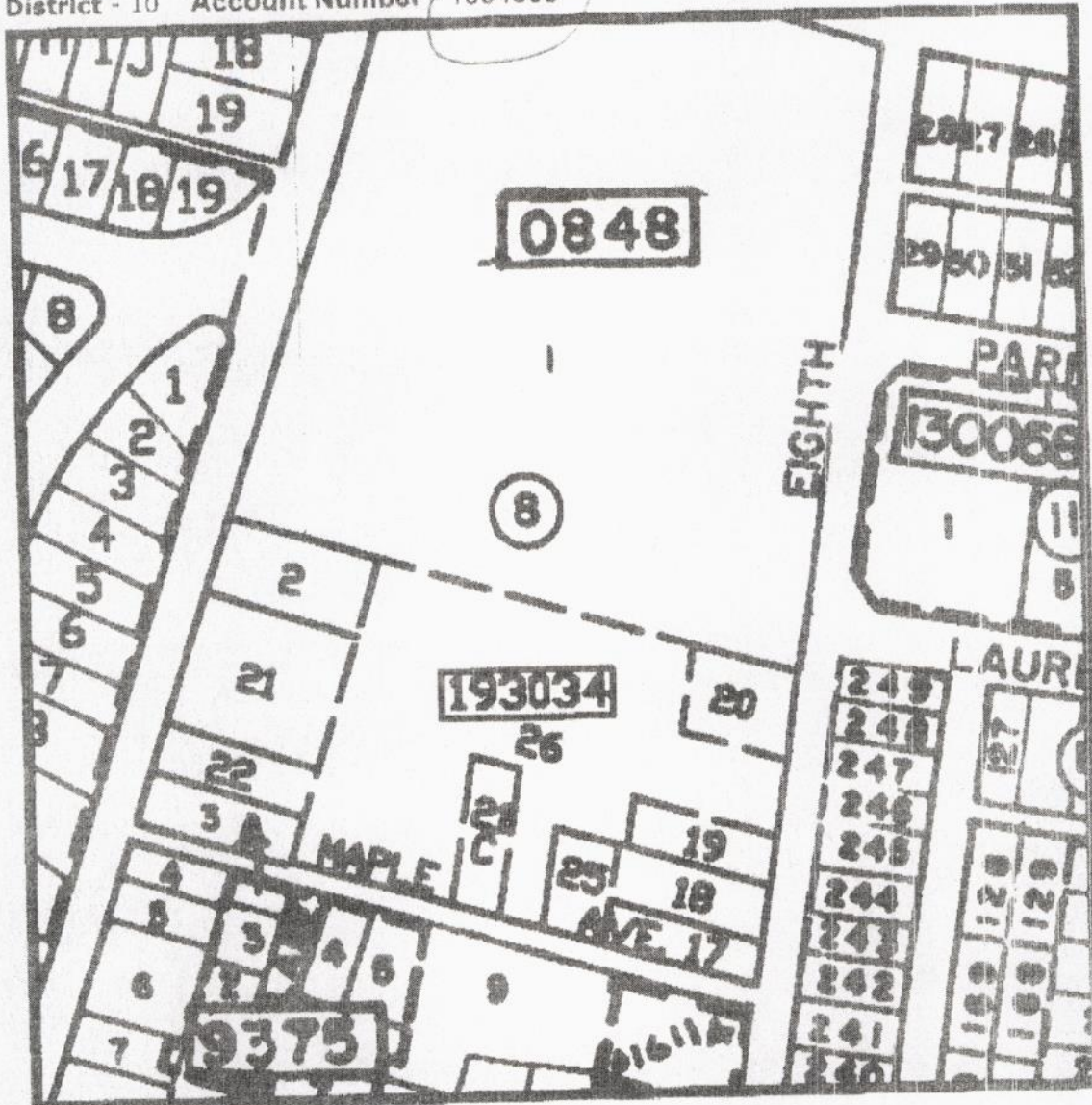
Special Tax Recapture:

\* NONE \*



Attachment No. 2 June 10, 2024 Mayor and  
City Council Meeting Minutes Page 7 of 19Maryland Department of Assessments and Taxation  
PRINCE GEORGE'S COUNTY  
Real Property Data SearchGo Back  
View Map  
New Search

District - 10 Account Number 1004068

*McCallough Field Account*

Property maps provided courtesy of the Maryland Department of Planning ©2004.  
For more information on electronic mapping applications, visit the Maryland Department of  
Planning web site at [www.mdp.state.md.us/webcom/index.html](http://www.mdp.state.md.us/webcom/index.html)



OFFICE OF CENTRAL SERVICES  
SETTLEMENT SHEET

Name: Laurel Boys & Girls Club, Inc.

PURCHASE PRICE-----\$ .00  
Transfer in accordance with BC 72-2002

I hereby acknowledge receipt of the Deed for the following properties:

- The Laurel Education Center  
Tax account numbers 10-1004068 & 10-1004076  
Real Estate file No. 140-30-15

I also acknowledge that it is my responsibility to record the deed among the Land Records of Prince George's County, Maryland, and to provide the County with a copy of the recorded document.

Laurel Boys & Girls Club, Inc.

BY: Murray Miller  
MURRAY MILLER  
EXECUTIVE DIRECTOR  
DEC 02, 2002

24891  
- 840 2551  
- 0 = 1750 64180



THIS DEED

Made this 7<sup>th</sup> day of November, 2002, by and between PRINCE GEORGE'S COUNTY, MARYLAND, a body corporate and politic, party of the first part, hereinafter referred to as the "Grantor" and LAUREL BOYS & GIRLS CLUB, INC., a not for profit Maryland Corporation, party of the second part hereinafter referred to as the "Grantee".

WITNESSETH, that in consideration of Ten Dollars (\$10.00) and other valuable considerations, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey in fee simple unto the said Grantee, its heirs, successors and assigns, all that piece or parcel of ground, situate, lying and being in the Tenth (10th) Election District of Prince George's County, State of Maryland, being part of the same land which the said party of the first part, Prince George's County, Maryland, obtained from Board of Education of Prince George's County, by deed dated the 12<sup>th</sup> day of February, 1976, recorded among the Land Records of Prince George's County, Maryland in Liber 4604 at Folio 916, and being described as follows, to wit:

All those two parcels of land comprising the site known as "The Laurel Education Center":

Parcel One

Being the land of the Board of Education of Prince George's County, Maryland as described in a conveyance recorded among the Land Records of Prince George's County, Maryland (10<sup>th</sup> Election District) in Liber 435 at Folio 397, and being more particularly described as follows:

Beginning for the same at an iron pipe lying in the southeasterly right of way line of 9<sup>th</sup> Street and marking the common corner between the Board of Education land and the land of Pearl Matthews (Liber 2742 at Folio 231) and running thence along the said right of way line of 9<sup>th</sup> Street N 26 deg. 25 min. 45 sec. E, 624.75 feet to an iron pipe and running thence along the southwesterly right of way line of Montgomery Avenue (50 feet wide) S 65 deg. 58 min. 00 sec. E, 488.94 feet to a drill hole, and running thence along the northwesterly right of way line of 8<sup>th</sup> Street (40 feet wide) S 16 deg. 22 min. 20 sec. W, 621.84 feet to a drill hole, and running thence along the division line between the Board of Education land and the land now or formerly owned by C.P. Nichols (Liber 1658 at Folio 320) and the land of the Mayor and City Council of Laurel (Liber 4301 at Folio 660) and the land of Pearl Matthews (Liber 2742 at Folio 231) N 66 deg. 43 min. 30 sec. W, 597.86 feet to the point of beginning.

Containing 337,137 square feet or 7.7396 acres as per survey of W. L. Meekins, Surveyor, October 23, 1974. Being assessed as Lot 1, Block 8, in Laurel

Tax Account No. 10-1004068.

Parcel Two

Being the land of the Board of Education of Prince George's County, Maryland as described in a conveyance recorded among the Land Records of Prince George's County, Maryland (10<sup>th</sup> Election District) in Liber 324 at Folio 36, and being more particularly described as follows:

Beginning for the same at an iron pipe lying in the northwesterly right of way line of 7<sup>th</sup> Street (40 feet wide) and marking the common border between the Board of Education land and the land of Saint Mary's Church (Liber 1148 at Folio 3) and running thence along the said 7<sup>th</sup> Street S 26 deg. 28 min. 14 sec. W, 341.66 feet to a drill hole, and running thence along the northeasterly right of way line of Montgomery Avenue (50 feet wide) N 71 deg. 33 min. 11 sec. W, 401.12 feet to an iron pipe, and running thence along the southeasterly right of way line of 8<sup>th</sup> Street (60 feet wide) N 15 deg. 18 min. 58 sec. E, 362.81 feet to an iron pipe, and running thence along the division line between the Board of Education land and the land of St. Mary's Church, S 68 deg. 37 min. 32 sec. E, 469.24 feet to the point of beginning.

Containing 152,497 square feet or 3.5009 acres, as per survey of W. L. Meekins, Surveyor, October 23, 1974. Being assessed as Lot 1, Block 10, Laurel  
Tax Account No. 10-1004076

TOGETHER with the buildings and improvements there erected, made or being and all and every the right, alleys, ways, waters, privileges appurtenances, advantages to the same belonging or in any way appertaining.

SUBJECT TO all rights of way and easements of record.

AND the said Grantor covenants that it will warrant specially the property herein conveyed and that it will execute such further assurances of said land as may be requisite.

THE GRANTEE covenants that the property will remain in public use and will revert to the GRANTOR in the event said public use is discontinued. The GRANTEE will execute a deed transferring the property back to the Grantor within sixty (60) days of the discontinuance of public uses. The Grantee also covenants and agrees that the property will be transferred in at least as good a condition as at the time of original transfer.

WITNESS its hand and seal.

ATTEST

PRINCE GEORGE'S COUNTY, MARYLAND

*Carol A. Guter*

WITNESS

BY: *Barbara L. Holtz* (SEAL)  
Barbara L. Holtz  
Deputy Chief Administrative Officer



STATE OF MARYLAND

SS

COUNTY OF PRINCE GEORGE'S :

I HEREBY CERTIFY that on this 7<sup>th</sup> day of November, 2002, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Barbara L. Holtz, Deputy Chief Administrative Officer for Prince George's County Maryland, being authorized to do so, and did acknowledge the foregoing deed to be her act.

Witness my hand and Notarial Seal this 7<sup>th</sup> day of November, 2002.

NOTARIAL SEAL

Carol A. Ester  
Notary Public

Carol A. Ester  
Printed Name

My commission expires 11/2/05

This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney licensed to practice before the Court of Appeals of the State of Maryland.

Leroy D. MacKay Jr.

Reviewed and Approval Recommended by:

Carolyn F. Scriber  
Carolyn F. Scriber, Director  
Office of Central Services

lbgc

**From:** Andre J. Gingles [agingles@omng.com]  
**Sent:** Wednesday, September 04, 2002 9:09 AM  
**To:** 'Cole, Valerie L.'; Andre J. Gingles  
**Cc:** Sloan, Jack W.; Murray Miller (E-mail)  
**Subject:** RE: Phelps Center

Thank you for this information. I will get back to you after conferring with Mr. Miller, the Director of LBGC.

-----Original Message-----

**From:** Cole, Valerie L. [mailto:vlcole@co.pg.md.us]  
**Sent:** Wednesday, September 04, 2002 9:09 AM  
**To:** 'agingles@omng.com'  
**Cc:** Sloan, Jack W.  
**Subject:** Phelps Center  
**Importance:** High

Good Morning Mr. Gingles,

I will be handling the transfer of the property to the Laurel Boys & Girls Club. The legislation was signed by the County Executive on August 12, 2002 and becomes effective 45 days after signing (September 26, 2002). The deed transferring the property cannot be signed prior to that date.

The deed will be prepared by the County. All recordation costs will be paid by the LBGC. Please provide the legal name under which the property will be transferred. Settlement can be scheduled at your convenience once the deed is signed. I anticipate that we will be able to complete the transaction by the end of October. Please feel free to contact me if you have any questions or require additional information. I look forward to working with you.

Valerie L. Cole-James  
Realty Specialist IV  
301-883-6467



lbgc

**From:** Andre J. Gingles [agingles@omng.com]  
**Sent:** Wednesday, September 04, 2002 8:28 AM  
**To:** Carolyn Scriber (E-mail)  
**Subject:** Phelps Center

I see the County Executive has signed CB-72. What do we need to do to move forward with the transfer to the LBGC?

André J. Gingles, Esquire  
O'Malley, Miles, Nylan & Gilmore, P.A.  
11785 Beltsville Drive, Tenth Floor  
Calverton, Maryland 20705  
(301) 572-3270 Phone  
(301) 572-6655 Fax  
agingles@omng.com  
www.omng.com



MAYOR AND CITY COUNCIL OF LAUREL  
DEPARTMENT OF PARKS & RECREATION

8103 Sandy Spring Rd • Laurel, MD 20707 • (301) 725-7800 • Fax (301) 490-5068  
Internet Address <http://www.laurel.md.us> • E-mail: [parks@laurel.md.us](mailto:parks@laurel.md.us)

June 8, 2006

Mr. Levet Brown  
President  
Laurel Boys and Girls Club  
701 Montgomery Street  
Laurel, MD 20707

Re: Alice B. McCullough Field Fence

Mr. Brown,

The Laurel Department of Parks and Recreation has recently received bids to replace the chain link fence surrounding Alice B. McCullough Field. The existing fence is over 30 years old and has recently been damaged in spots by vandalism. We feel that the current fence is unsightly and unsafe at this time. New chain link fence will provide additional protection to the users of the field and specifically, the LBGC sports camp participants. This project would be funded by the city.

Pursuant to our lease agreement, the city is informing you of this upgrade to the field. This project will not affect the sports camp use and the fence contractor will work around any additional use by the Laurel Boys and Girls Club.

Sincerely,

A handwritten signature in blue ink, which appears to read "Michael J. Lhotsky", is written over the typed name.

Michael J. Lhotsky, Director  
Laurel Department of Parks and Recreation



Mayor and City Council of Laurel

ACCOUNT NO.		VENDOR		CHECK NO.		CHECK DATE	
		10064		0000054060		09/14/06	
VOUCHER	INVOICE NO	DATE	REFERENCE	INVOICE AMT	AMOUNT PAID	DISCOUNT	NET AMOUNT
32094	CKRQ091106	09/11/06	MCCULLOUGH FIELD PYMT	1.00	1.00	.00	1.00
				CHECK TOTAL		1.00	



Mayor and City Council of Laurel

8103 Sandy Spring Road  
Laurel, Maryland 20707

Citizens National Bank  
Laurel, Maryland

65-77  
550

CHECK NO.	CHECK DATE	VENDOR NO.
0000054060	09/14/06	10064

CHECK AMOUNT
\$*****1.00

PAY ONE AND 00/100 DOLLARS\*\*\*\*\*

TO THE  
ORDER  
OF

LAUREL BOYS AND GIRLS CLUB  
701 MONTGOMERY STREET  
LAUREL, MD 20707

*[Signature]*  
*[Signature]*

⑈0000054060⑈ ⑆055000770⑆ 100 989 1⑈



**OFFICE OF THE MAYOR**  
**CRAIG A. MOE**



(301) 725-5300, Ext. 124  
(301) 725-6831 (Fax)  
E-mail: laurelmayor@laurel.md.us

**CITY OF LAUREL**  
8103 SANDY SPRING ROAD  
LAUREL, MARYLAND 20707-2502

March 29, 2007

CONFIDENTIAL

Mr. Patrick Reed, Executive Director  
Laurel Boys and Girls Club  
701 Montgomery Street  
Laurel, Maryland 20707

Dear Mr. Reed:

Thank you for meeting with the City of Laurel to discuss the Alice B. McCullough Field issue. I believe that our meetings have been very positive and are in the best interest of the community we both serve. On behalf of the City of Laurel, I respectfully propose the following to the Board of Directors of the Laurel Boys and Girls Club.

The Laurel Boys and Girls Club would gift Alice B. McCullough Field to the City of Laurel Government with the understanding that the City would work out an agreement that allows the Club to use the field for Club use at no cost to the Club. The City would continue to manage and maintain the field, which to date is an annual cost of over \$50,000.00 dollars, as well as continue to fund all insurance and costs related to the lights at the basketball and tennis courts. All maintenance and costs related to the bathrooms will continue to be the responsibility of the City.

The City would also, if your organization wishes, provide a Certificate of Insurance showing the Laurel Boys and Girls Club as a "Named Insured" when your organization uses the field. If you choose to accept this, it may also provide a savings to your organization.

The City would provide your organization with operational funds for the next three years for a total of approximately \$127,700.00. I would exempt the Summer Fun Camp from paying pool admission fees. I will also seek a mechanism that would provide a way to return the property taxes you are paying to the City of Laurel. The City would agree to a partnership with the Club to use the basketball courts twice a month for City events, with the Club's approval and scheduling. This would be of no charge to the City and in return the City would fund the new air condition and up-grades to the basketball court not to exceed \$167,000.00.

The above offer is contingent upon the approval of the funding by the Laurel City Council. It is summarized on the attachment. I think this is a very good offer to the Club and is a win-win for the



Mr. Patrick Reed  
March 29, 2007  
Page 2

community that we are all trying to serve. The City would continue to help when asked by the Club to promote and advance possible funding opportunities with the State and or County.

This offer is good for fifteen (15) days from the date of this letter. After such fifteen (15) days, this offer shall be null and void without further action by either party.

Your signature below shall be binding upon both the City and the Laurel Boys and Girls Club. Your signature below is fully authorized and is in full agreement with the terms and conditions herein. The Laurel Boys and Girls Club and the City shall negotiate a use agreement for Laurel Boys and Girls Club use of the property as soon as possible, which shall reflect the current use pattern at a minimum.

Please let me know if you need any additional information regarding the City's offer contained herein. I look forward to hearing from you soon.

Sincerely,



Craig A. Moe  
Mayor

\_\_\_\_\_  
Seen and Accepted by the Laurel Boys and Girls Club

\_\_\_\_\_  
Date

Attachment

cc: Ms.. Elissa Levan, Counsel for the Laurel Boys and Girls Club  
Mr. Robert A. Manzi, City Solicitor  
Ms. Kristie M. Mills, City Administrator

Alice B. McCullough Field – March 29, 2007

CLUB

Gift to City from Club – entire field  
Agreement with City on use of the Club gym with no charge – twice a month for City use only. City would call to schedule with Club.  
Provide service to youth of the Greater Laurel area.

CITY

Take ownership of entire field  
Agreement with Club for use of field for Club use only – no cost to Club  
Operational Funding Support to Club from City for next three years:  
Year #1 - \$35,000.00    Year #2 - \$32,000.00    Year #3 - \$25,000.00  
Agree to fund new air condition and up-grade of basketball court not to exceed \$167,000.00  
Mayor would introduce legislation regarding tax credit to club.  
Mayor would waive fees for Club's Summer Fun Camp program for next three years.  
City would provide trash pick up free to Club  
City would provide the club ½ of the taxes paid for FY 2005 & FY2006 payable to the Club in October 2007 for \$6,700.00 to the Club.

OTHER

City would look into lights on field or parts of field  
City would extend McCullough Field  
City and Club would come together for scheduling of fields each year. (January)

OVERVIEW

**Year # 1**

\$35, 000.00 cash to Club payable in August 2007 for operational expenses  
\$ 8, 900.00 credit back to Club for taxes  
\$ 2, 000.00 savings to Club of pool use  
\$ 1, 000.00 savings to Club for City Trash Pick-up  

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\$46, 900.00 for operations



**Year # 2**

\$32,000.00 cash to Club payable in August 2008 for operational expenses

\$ 8,900.00 credit back to Club for taxes \*

\$ 2,000.00 savings to Club of pool use

\$ 1,000.00 savings to Club for City Trash Pick-up

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\$43,900.00 for operations

**Year # 3**

\$25,000.00 cash to Club payable in August 2009 for operational expenses

\$ 8,900.00 credit back to Club for taxes \*

\$ 2,000.00 savings to Club of pool use

\$ 1,000.00 savings to Club for City Trash Pick-up

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\$36,900.00 for operations

**Capital Project**

Air Condition and Up-grade to Basketball Court not to exceed - \$167,000.00

**Other**

Police Protection for rentals - \$1,500.00 – City would have one police officer at Club events at Phelps Center for savings to Club on a yearly basis.

\* This number would most likely go up from year to year.

Received during 6/10/2024 Council meeting from Levet Brown 7114 Old Sandy Spring Road Laurel, MD

"Attachment No 3 - June 10, 2024 Mayor and City Council meeting minutes"

re: agenda item #5  
 20707  
 Same  
 She  
 Clerk

## Laurel Boys and Girls Club History Timeline

<b>1965-2000</b>
Laurel Boys and Girls Club formed as a corporation and its operations are conducted out of Prince George's County owned building Old Laurel High School. Programs funded by casinos.
<b>2000</b>
LBGC was forced to close its casinos which operated twice a week and funded all off LBGC programs.
<b>2001</b>
LBGC contacted by IRS and informed that the club owed \$2 million dollars for operating casinos and not paying any taxes during casino period. Club negotiates tax bill to \$200,000 and settles.
<b>2002</b>
Prince George's County decides to surplus LBGC building and field and offers both to City of Laurel. City of Laurel Mayor Frank Casula orders evaluation of building, in which evaluation determined that the building is in bad condition and would need over \$3million to bring the building to operable conditions. Laurel Boys and Girls Club and City of Laurel negotiate with Prince County to give the LBGC the building for \$1 dollar. Club takes ownership of building and McCullough Field. The club is now left with a near condemn building, no funding and now the responsibility for upkeep to include: paying utility bills, etc.
<b>2003</b>
LBGC struggles to pay operating bills, building became more unsafe and a major steam leak developed threatening the closure of the facility if not repaired. Club now being threatened by bill collectors. Club Executive Director Murray Miller applies for help from government officials. Was able to persuade Senator Giannetti and Delegate Brian Moe to sponsor a \$570,000 dollar grant. Clubs board of director creates a committee to search for potential board members that could help the club.
<b>2004</b>
Club recruits Levet Brown to come in and evaluate club's operation and secure funding and report findings. In the 2004 elections of officers, Bill Bailey was elected President and Levet Brown was elected Vice President. Additionally Executive Director Murray Miller was laid off due to lack of funds. Levet Brown protested vehemently at the board meeting stating a club this size will need an Executive Director. Board voted unanimously to remove Executive Director Murray Miller. Levet Brown was given Murray Miller's duties.
<b>2004</b>
Bill Bailey resigned from President due to conflict of interest (City of Laurel employee), after many board members had express their concerns. Levet Brown became interim President and immediately contacted the Laurel Leader and Gazette and invited them in to investigate the club's finances and building conditions. The media noted the club was in \$90,000 dollar debt and its facility was in serious disrepair. Levet Brown then made a trip to Baltimore where he sat down with Paul Georgio (Bond Bill coordinator), who released \$570,000 dollars to the club for repairs and money spent on repairs. These monies enable the club to keep its doors open. Additionally, Levet wrote over 50 grants.
<b>2004</b>
<ul style="list-style-type: none"> <li>• Lack of membership input openness with membership.</li> <li>• No building supervision.</li> <li>• Sports commissioners on board of directors.</li> </ul>
<b>2004</b>



- Club paying taxes to City of Laurel, which makes LBGC the only boys and girls club in the United States paying taxes.
- Must change the City of Laurel public policy of viewing the LBGC as competitors and see them as what they really are and that is partners.
- Soccer program is separated into elite and intramural, problem is intramural program is funding the elite, which is totally against what boys and girls clubs do.
- Football program is in direct conflict with the club in that many of its members because of residency requirements are not able to compete in the club's football program. (Club will have to look for a league that allows all its members to participate.
- Volunteer Program (FIP), not working, you cannot force members to volunteer.

#### 2005

Levet Elected as President and immediately polled the membership as to what they wanted at their club, 1100 members responded and in response to that poll the LBGC strategic plan was created. Wilbert Nicholson and Mr. Cardone brought a lawsuit against the club in an attempt to get rid of the sitting board over a dispute concerning the boxing program. President Levet Brown, testified on the club's behalf in Prince George's County. Judge determined the lawsuit as frivolous and dismissed lawsuit. Wilbert Nicholson and Mr. Cardone received notice from LBGC to vacate the premises. Club's football program received its first grant ever from Redskins Foundation for \$10,000 dollars. Club receives \$5,000 dollar donation from City of Laurel.

#### 2006

Elections were held, club did not receive enough interest for board positions. All current board members-re-elected and three (3) new board members came aboard. Board of Directors hire Patrick Reed on as Executive Director at the recommendation of LBGC President Levet Brown, who believed that bringing someone of a business background and outsider from LBGC would be in the best interest of the club. Patrick Reed was directed to research all leases, deeds, funding opportunities, club's operation, fix clubs accounting system and financial records, provide complete report on health of club to board President Levet Brown. Patrick Reed noted that all club's records from casino era are missing and in fact there are no records of the club's existence before 2000, which included board minutes and financial records.

#### 2006

- Patrick Reed negotiated leases and research deed and found that the club owned McCullough Field. McCullough Field in the past had been maintained by the City of Laurel and believed they owned the field. Patrick Reed contacted City Administrator Kristie Mills to inform the City of Laurel that the club owned the field and that a lease with the club for field use needed to be generated.
- Patrick revamps accounting system and adds new internal controls.
- Patrick investigates all allegations made from previous lawsuit and finds no wrong doings by any board members or staff for the past two (2) years.
- City of Laurel claims clerk clerical error in awarding the club McCullough Field.
- City of Laurel threatens lawsuit vs. Laurel Boys and Girls Club and eminent domain over McCullough Field.
- City of Laurel agrees on lease of Phelps Center (LBGC/Section) to continue senior program.

**2006**

- Club representatives are summoned to the Office of Councilman Tom Dernoga of Laurel, who states he is in agreement with the City of Laurel in that the field belongs to the City of Laurel and that if the club does not relinquish the field to the City of Laurel he would not support the club, he further stated that he cut the P31 CBDG grant for \$200,000, grant money earmarked for air conditioning for the gym and address fire code issues, etc. The funds were transferred out of his district (Laurel) at his request. He threatened to stop all funding.
- LBGC President Levet Brown responded that he would not be a part of giving kid's field away and further that it is improper to disenfranchise one neighborhood-for another.
- Councilman Dernoga makes good his threat by first ordering Full audit of the Laurel Boys and Girls Club, LBGC is now the first boys and girls club in the history of the county to be audited by an elected official.
- Councilman Dernoga withholds \$12,500 allocation money to LBGC.
- Councilman Dernoga cuts \$30,000 dollar contract with club, which guaranteed funds to pay referees, background checks and equipment checks.
- County auditors find poor record keeping from 2005 (Club had already found this and this is why Patrick Reed revamped accounting system).
- County auditors found no wrong doing.
- Cost of audit to club topped \$15,000 dollars.
- LBGC which had previously received bond bills from state did not receive anything.
- City of Laurel cut off all funding to club.
- LBGC President issues a statement to members that elected officials are ganging up on LBGC in order to stronghold McCullough Field from club.
- City of Laurel Mayor orders new City of Laurel Police Chief Moore not to partner with LBGC.

**2007**

- County Executive Jack Johnson attempts to bail-out club by awarding the club \$25,000 dollars.
- Laurel Boys and Girls Club Board of Directors call a special meeting in which the discussion of relinquishing the field to the City of Laurel. Regular Board voted against relinquishing the field and called for a membership vote and deferred decision to Executive Board. The President conclusion was that the club cannot survive without government funding and please reconsider.
- Club President Levet Brown announces the McCullough deal to media.
- The deal included: operating monies, in-kind services, and capital money over three years in order to survive from the funding cuts by City of Laurel, County Councilman, State Senator and State Delegates.
- LBGC receives bond bill from State for \$50,000 for renovations.



**2008**

- LBGC continues to struggle with utility and program cost.
- Laurel Boys and Girls Club request funds from City of Laurel, Club denied by Mayor claiming city is over budget and cannot justify going into reserves.
- LBGC receives \$20,000 dollar contract from MNCPPC to fund its recreational programs.

**2009**

- LBGC Executive calls meeting with Club President and presents club projection and current funding level.
- Club President Levet Brown request Executive Director Patrick Reed to conduct study comparing the Laurel Boys and Girls Club to other clubs outside the county with a focus on funding, economic status of its membership, club size.
- Findings indicate that clubs nationwide receive 70-80% of their funding from government sources and that 2% come from membership and additionally the club membership fee is the highest in the country. The club receives only 3% funding from the government and receives 88% funding from its membership. Additionally, 72% of club membership is eligible for reduced or free lunch and operates its programs in an area identified by the Federal government as 51% below the poverty level.
- Studies also indicated that throughout the United States other boys and girls clubs operated with staffs 3-4 times larger than LBGC with less overall members and received 70-80% more funding from government sources.
- In response to the study, LBGC joined the Human Services Coalition, which is made up of over 100 Prince George's County non-profits that face the same injustices. Additionally the club created its own Advocacy and Organizing Committee. The advocacy duties is to advocate for public policy change and additionally educate, motivate and activate its membership, community, businesses and elected officials to become evangelist for the club.