

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

MAYOR AND CITY COUNCIL OF LAUREL

8103 Sandy Spring Road
Laurel, Maryland 20707-2502

Mayor and City Council Work Session

Wednesday, June 5, 2024

6:00 PM

Agenda

VIRTUAL ZOOM 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.**

***Contact the Clerk for Zoom information at clerk@laurel.md.us no later than 2:00
pm the day of the meeting.***

1. Call to Order - James Kole, President
2. 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
3. Adjournment



CITY OF LAUREL, MARYLAND

Item 2.

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 _____ day of _____, 2024.

EFFECTIVE DATE: July 1, 2024

ATTEST:

SARA A. GREEN, CPM, CMC
City Clerk

JAMES KOLE
President of the City Council

APPROVED this ____ day of ____ 2024.

KEITH R. SYDNOR
Mayor

**AGREEMENT
BETWEEN
UNITED FOOD AND COMMERCIAL
WORKERS
LOCAL1994
(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 15th 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.

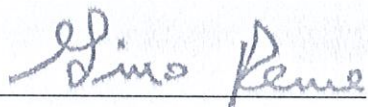
This Agreement constitutes the complete and entire Agreement between the Parties (City and Union).

Signed this ____ day of _____, 2024.

For the Union:

UFCW Local 1994
(MCGEO)

By: _____



For the City:

City of Laurel,
Maryland

By: _____



CITY OF LAUREL, MARYLAND

ORDINANCE 2017, Sec 13-13(c) – IMPASSE HEARING

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 1994

And

THE CITY OF LAUREL, MARYLAND

DECISION

INTRODUCTION

The Mayor and City Council of Laurel, Maryland are called on to decide on the disputed issues between the United Food and Commercial Workers, Local 1994 (the “Union or Employee Organization”) and the City of Laurel, Maryland (the “City or Employer”) collectively the “Parties” pursuant to the Impasse Notice dated February 22, 2024.

Pursuant to Ordinance No. 2017, Section 13-13 (c), once an impasse is declared, the Mayor and City Council are required to hold a hearing on all matters in dispute as presented by the Parties. The presentations of the Parties were submitted to the Clerk to the City of Laurel on March 25, 2024. A hearing was held on April 1, 2024, by the Mayor and City Council in closed session. At the conclusion of the presentations of the Union and the City, the Mayor and City Council conducted deliberations on the disputed items. After deliberation, the Mayor and City Council convened in open session and voted favorably to approve the City’s final proposal presented to the Union on February 15, 2024.

FACTUAL BACKGROUND

Prior to the declaration of impasse, there were a total of seven (7) in-person bargaining sessions held between the Parties. The bargaining sessions were held on December 14, 2023; on January 11, 18, and 25, 2024 and on February 1, 8, and 15, 2024. Final proposals of the Parties were passed on at the February 15, 2024 bargaining session. In addition to the bargaining sessions, the Union made several written requests for information related to the bargaining. The City provided the information requested by the Union.

The Parties reached tentative agreements on certain issues subject to ratification by the members of the Union and the Mayor and City Council upon agreement of the entire Collective Bargaining Agreement (“CBA”). By the February 1, 2024, meeting, the Parties had tentatively agreed on all non-economic language to be included in the first CBA.

The Union’s first proposal on wages was submitted on February 1, 2024. The City noted that the proposal contained mistakes. The Union submitted by email a corrected proposal to the

City on February 2, 2024. The Union demanded a three-year agreement with the City paying a 6.0% pay increase on July 1, of each year of the contract and a 3.5% step increase each year up to year twenty (20) for a proposed three (3) year contract. The Union also submitted additional economic demands.

The City's Director of Budget and Personnel Services analyzed the Union's proposal and determined the Union's demand on wage increases only, would increase the City's annual cost of straight time pay from \$1,909,067.68 to \$2,844,328.40 an increase of \$935,260.72 or 48.99%.

At the February 8, 2024, bargaining session, the City passed a full economic counter proposal to the Union. The City proposed a three-year (3) agreement with 2.5% step increase, and a 2.5% annual increase in each year of the Agreement. The City further proposed a contract retaining all of the same benefits, pension, health insurance, and longevity increases the employees currently have.

The City bargaining committee also pointed to the fact that in FY 2023, the City provided an 18% increase to each employee in the bargaining unit.

To demonstrate the reasonableness of its proposal, the City provided current pay scales for the same or similar classifications as are in the bargaining unit from Greenbelt, Bowie, and Hyattsville.

On February 8, 2024, the City requested that the Union come to the scheduled bargaining session on February 15, 2024, two hours early and prepared to conclude negotiations and that the parties remain at the meeting until the Parties reached an agreement.

On February 15, 2024, the Union submitted a response to the City's proposal less than two hours before the final bargaining session. Although, the City had requested the proposal be submitted a day earlier to allow time for review. The City delayed the start of the bargaining session to allow time for its review and to provide a response to the Union.

The proposal submitted by the Union on February 15, 2024, increased its demand for an annual pay increase from 6.0% to 6.5% and reduced its 3.5% step increase to 3.0% for the proposed term of the three (3) year contract. The Union demand would increase the cost of straight time pay alone by \$809,672.00 or 42%. The Union also proposed additional paid days off. The proposal would increase costs by \$47,010.33 per year.

At the February 15, 2024, bargaining session, the City informed the Union that its second passed proposal was still fiscally irresponsible. The City also informed the Union that it failed to consider the cost of its proposal and comparable pay at other municipalities and that its current demand was unreasonable. The Union indicated that it would not change its proposal and the bargaining session ended with the Parties at impasse.

On February 22, 2024, the City submitted a formal letter to the Union noting that the parties were at impasse and must proceed with the Impasse Procedure outlined in Section 13-13 (b) of Ordinance No. 2017.

DISCUSSION

Factors Considered

Pursuant to Ordinance No. 2017, 13-13 (c) the Mayor and City Council may take into consideration any factors it considers significant to reaching the determination, including but not limited to the following factors: a) Wages, benefits and other working conditions of other local government employees employed in bargaining units of similar employees in other municipal or county agencies of similar size and demographics; b) the values of other benefits available to or received by City employees; c) Cost of Living information; or d) the availability of funds.

During, the hearing on April 1, 2024, the Mayor and City Council heard the presentations from the Union and the City on the disputed issues. Following the presentations, Council Members asked questions of the Union regarding wages of employees employed in bargaining units of similar employees in other municipalities. Additionally, there was discussion on the 18% wage increase in Fiscal Year 2023 by every employee in the bargaining unit and whether this wage increase was considered with respect to the wage demands made by the Union during negotiations.

Final Proposals

The Mayor and City Council reviewed the proposals offered by the City and the Union during the bargaining sessions and found that the negotiation session held on February 15, 2024, produced the last offer on wages and other economic demands from the City and from the Union prior to the Parties reaching impasse. Under Ordinance No 2017, Section 13-13 (b), the parties were required to reach an agreement on the terms of the Collective Bargaining Agreement no later than February 1, 2024. However, two additional bargaining sessions were held on February 8, 2024 and February 15, 2024 demonstrating a desire by the Parties to reach an agreement on wages and other economic demands. The Union presented in its March 25, 2024, submission to the City Clerk and during the hearing on April 1, 2024, a proposal with the City paying 5.0% pay increase on July 1, of each year of the contract and a 2.5% step increase each year up to year twenty (20) for a proposed three (3) year contract. However, this new proposal was never submitted to the City for consideration. The Mayor and City Council did not think it was proper to insert itself in the negotiations of the Parties by bridging the gap between the Parties and coming up with a compromise decision. Consequently, the Mayor and City Council did not view this Union proposal as a valid option for decision and only considered the proposals of each party submitted as of February 15, 2024.

DECISION

The matter before the Mayor and Council was to decide if they would find in favor of the Employer at a 5% total wage increase or the Employee Organization at a 9.5% total wage increase. The City Council voted with four (4) yes votes and one (1) abstention to approve

the Employer proposal of a 5% total wage increase. The Mayor concurred with the decision of the City Council.

ATTEST:

SARAA. GREEN, CPM, CMC
City Clerk

JAMES KOLE
President of the City Council

APPROVED this ____ day of _____, 2024.

KEITH R. SYDNOR
Mayor