


- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 27,003

DATE: May 3, 2022

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the Mayor be and is hereby authorized to execute a Collective Bargaining Agreement by and between the Mayor and City Council of Cumberland and the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local #553, pertaining to certain employees in the general trades and labor and clerical/technical classifications of the City of Cumberland, for the term of May 3, 2022, through June 30, 2025.



Raymond M. Morriss, Mayor

MAY - 3 2022



**AFSCME LOCAL 553
COLLECTIVE BARGAINING AGREEMENT WITH
THE MAYOR AND CITY COUNCIL
of
THE CITY OF CUMBERLAND, MARYLAND**

May 2, 2022 through June 30, 2025

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PREAMBLE

THIS AGREEMENT (“Agreement”), MADE AND EXECUTED IN DUPLICATE, THIS _____ day of _____, 2022 (the same date as the Employer’s passage of an Order approving this Agreement), by and between MAYOR AND CITY COUNCIL OF CUMBERLAND, a municipal corporation of the State of Maryland, hereinafter known as the “Employer,” and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL #553, hereinafter referred to as the “Union”.

WITNESS:

WHEREAS, by Ordinance #2851 of the Mayor and City Council of Cumberland, dated July 17, 1979, the American Federation of State, County and Municipal Employees, AFL-CIO, Local #553, was designated as the exclusive collective bargaining agent for certain employees in the general trades and labor and clerical/technical classifications of the City of Cumberland; and

WHEREAS, the parties hereto have come to an agreement regarding wages, hours, working conditions and other conditions of employment.

NOW, THEREFORE, in consideration of the premises and stipulations hereinafter set forth, the parties hereto covenant and agree as follows:

ARTICLE I
PURPOSE

SECTION 1:

It is the purpose of this Agreement to promote harmonious relations, cooperation, and understanding between the City of Cumberland and the employees covered hereby, to strive for good collective bargaining procedures, and to establish the best standards of wages, hours, working conditions and other conditions of employment possible.

SECTION 2:

Items not expressly contained in this Agreement will remain the prerogative of the Employer. All terms of this Agreement will be subject to applicable provisions of the Charter and Code of the City of Cumberland and all amendments thereto.

SECTION 3:

Wherever in this Agreement a gender is used, it shall be deemed to include all genders.

ARTICLE II
IMPASSE

As defined in the Article, an impasse occurs after both parties have considered the proposals and counterproposals of the other party in good faith and, despite honest and diligent efforts, cannot reach agreement on the subject being negotiated, or, if no later than two weeks prior to the expiration of the present agreement, either party concludes that a successor agreement is unlikely. The following procedures will be used to resolve impasses in negotiations between the Employer and the Union:

- (a) If the Employer or the Union concludes that an impasse has been reached on a proposal which has been in negotiating process for no less than three (3) negotiating sessions, or fewer by mutual agreement, either party may refer the impasse by delivering a written statement of its position to the other party together with a written notice of intent to invoke the procedures (Notice) hereinafter set forth.
- (b) Upon the issuance of the Notice either party may notify the Federal Mediation and Conciliation Service (FMCS) of this fact, in writing, and request mediation. Copies of this notification shall be transmitted to the other party.
- (c) It shall be the function of the mediator to assist both parties without taking sides. The mediator shall make no public recommendations on the negotiation issues or public statements of finding of fact in connection with the performance of his service, nor any public statements evaluating the relative merits of the positions of the parties. The mediator shall not make public, confidential or other report concerning the issues, except by mutual agreement of the parties, or as required by the FMCS.
- (d) Nothing in this Article will preclude either party from presenting, in the interest of reaching agreement, a proposal at any stage in the proceedings. By agreement, the parties may recall any referral at any stage in the proceedings.
- (e) If mediation is unsuccessful, FMCS shall appoint a fact finder who shall conduct a hearing and make a written report and recommendation(s) within fifteen (15) days after the request for mediation. A copy of the report shall be sent to the Employer and the Union. The entire mediation and fact-finding process will not exceed thirty (30) calendar days.
- (f) The Employer and the Union agree that the current agreement will continue in effect until both parties have acted upon the report. Any agreement, upon ratification, will be made retroactive to June 30, should that date have been passed.

ARTICLE III
UNION RECOGNITION & UNION SECURITY

SECTION 1:

- (a) The Employer recognizes Union Local #553, American Federation of State, County and Municipal Employees as the exclusive bargaining agent of the employees covered by this Agreement, which shall include all hourly-paid employees of the City of Cumberland in

the General Trades and Labor, Clerical/Technical and Public Utilities classifications for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

- (b) The Employer agrees to furnish the Union with the titles of positions; rates of pay and job descriptions, when available, of all eligible employees. In addition, the Union agrees to provide the Employer with a current copy of its Charter and By-laws, a current Membership Roster, and a current list of officers. All job titles that are represented by the bargaining unit shall be listed in Appendix 1 of this contract.
- (c) It is the mutual desire of the Employer and the Union to foster harmonious relations, and, to this end, the Employer agrees that there shall be no lockout and the Union agrees that it will call no strike against the Employer.
- (d) The Employer agrees that when a change in job description or a new job description is made that will affect a current member of the bargaining unit, the Employer will provide a draft copy of the proposed changes to the Union for its review and accept comments within 15 (fifteen) days.

SECTION 2: Deduction of Union Dues.

The Employer agrees to a check-off system of Union dues. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union.

SECTION 3: Membership.

All employees covered by this Agreement may, after thirty calendar days of employment, become members of the Union with the understanding that: 1) they may not grieve or arbitrate termination while on probationary status and 2) they may not grieve or arbitrate the extension of their probation as outlined in Article 7, Section 1 of this agreement.

ARTICLE IV GRIEVANCES & ARBITRATION PROCEDURE

SECTION 1: Settlement of Employee Grievances.

The Union and the Employer recognize their mutual responsibility for the prompt and orderly disposition of grievances of employees that arise under this agreement. To this end, the Union, the employees, and the Employer agree that the provisions of this Article shall provide the means of settlement of grievances of employees. However, a grievance shall be considered to exist only when there is a disagreement involving the interpretation, meaning or application 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 as to foster efficiency and employee morale. Any grievance or dispute that may arise shall be settled in the following manner.

SECTION 2: Employee Representatives.

Employees appointed by the Union as union stewards, Union officers or AFSCME staff representative shall be recognized by the Employer as representatives of employees in the presentation and settlement of their grievances.

SECTION 3: Procedural Steps.

► Step 1:

Prior to writing a formal grievance, the Union Steward, or his designated assistant, and the President of the local Union, with the aggrieved employee, shall meet and discuss the grievance or dispute with the employee's immediate supervisor within five (5) working days of the date of the grievance or his knowledge of its occurrence. The immediate supervisor will render a decision, in writing, within three (3) working days of that meeting. If a satisfactory agreement is not reached, the employee may file a written grievance.

► Step 2:

If the grievance has not been satisfactorily resolved at step one (1), the Union Steward, President of the Local Union, the Union Representative, and/or the aggrieved employee shall file with their next level of supervision within five (5) working days following receipt of the step one (1) response, a written grievance. That supervisor, along with appropriate staff, shall discuss the grievance with the aggrieved parties within five (5) working days of his receipt of the grievance. The supervisor shall respond in writing to the said appeal, within ten (10) working days following the discussion thereof.

► Step 3:

If the grievance was not satisfactorily resolved at step two (2), the Union Steward, President of the Local Union, the Union Representative, and the aggrieved employee shall file with the employee's next level of supervision within five (5) working days following receipt of the said response, a written notice of the appeal thereof. That supervisor, along with appropriate staff, shall discuss the grievance with the aggrieved parties within five (5) working days of his receipt of the notice of appeal. That supervisor shall respond in writing to the said appeal, within ten (10) working days following the discussion thereof.

► Step 4:

If the grievance was not satisfactorily resolved at step 3 (three), the Union Steward and the President of the Local Union, Union Representative, and the aggrieved employee shall file with the City Administrator within five (5) working days following receipt of the said response, a written notice of the appeal thereof. The City Administrator, with appropriate supervisory staff, if applicable, shall discuss the grievance with the aggrieved parties within five (5) working days of his receipt of the notice of appeal. The City Administrator shall respond to the said appeal, within ten (10) working days following the discussion thereof.

► Step 5:

If the grievance is still unresolved after Step four (4), either party may, by written notice to the other, request that the grievance be submitted to arbitration. Such request for arbitration must be

made with ten (10) working days of the receipt of the response of the City Administrator, as outlined in Step four (4).

Only grievances involving breach, misinterpretation or improper application of this Agreement, termination of an employee, and citing specific section and article of this Agreement, shall be eligible for submission to arbitration.

The Federal Mediation and Conciliation Service shall conduct such arbitration and such arbitrator as assigned by the FMCS shall hear the matter. The parties shall be bound by the usual procedural rules of the FMCS and all phases of the arbitration shall be conducted in accordance therewith. The arbitrator shall have the power to subpoena requested witnesses.

The arbitrator shall be requested to issue a decision within thirty (30) days following the conclusion of the hearing. The decision of the arbitrator shall be final and binding upon the parties and shall be enforceable in the Courts of the State of Maryland.

SECTION 3:

Working days” as set forth in the grievance steps shall be based on the City Hall working schedule.

SECTION 4:

Time limits imposed by this Article may be extended by mutual agreement of the parties, in writing. Any grievance not appealed or answered at any step of the grievance procedure within the number of days specified shall be considered settled in favor of the employee if not answered by the Employer, and settled in favor of the Employer if not appealed by the aggrieved, as specified.

SECTION 5:

Costs and expenses assessed by the arbitrator shall be paid in each case by the party who is unsuccessful in the arbitration procedure. Each party shall pay for its own counsel, if any. The arbitrator shall determine which of the parties was the successful party or whether specific proportions of the costs should be paid by each of the parties.

SECTION 6:

Nothing herein shall be construed to deny the right of individual employees to present matters to the Employer on their own behalf.

SECTION 7:

The Employer shall not discharge or discipline any employee without just cause. The Union shall have the right to take up discharge and discipline of an employee as a grievance procedure at step four (4). The Employer must notify the Union of its intent to investigate an employee for any possible disciplinary action or any violation of city work rules; however, notification is not required for investigations concerning possible criminal activity. Any disciplinary action shall commence within five (5) days of the termination of the investigation

Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension, demotion, discharge or an agreed upon discipline. Written notification shall be required for suspension, demotion, and discharge. Disciplinary action may be imposed upon an employee only for failing to fulfill adequately his/her responsibilities as an employee or for proper cause. Except for investigations concerning possible criminal activity as provided for in the preceding paragraph, the Union

employee must be notified of initiation of disciplinary action or the start of investigation and what the work rule is that may have been violated within five (5) days of discovery of the cause of such action. An investigation and any disciplinary action shall be completed within 45 calendar days of any violations or any reason to take disciplinary action; this time line may be mutually extended.

A meeting will take place with the City Administrator, the Union President, or his designee and the appropriate employee's managers to discuss any pending discipline, but it shall remain that the City has the final decision. Any disciplinary action, other than termination, or measures imposed upon any employee may be processed as a grievance through the regular procedure. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before any other employees or the public.

ARTICLE V UNION STEWARDS & UNION REPRESENTATION

SECTION 1:

The Employer recognizes and shall deal with all of the accredited Union.

Stewards and the Union President in all matters relating to grievances and interpretation of this Agreement. There shall be no more than one (1) Union Steward and one (1) Assistant Steward (to act on behalf of the Steward in his absence) for each fifteen (15) employees.

SECTION 2:

A written list of the Union Stewards (such lists to outline the area to be represented by Stewards) shall be furnished to the Employer immediately after their designation, but no less frequently than annually, and the Union shall provide the Employer with updated lists promptly upon any changes of such Union Stewards.

SECTION 3:

The appropriate Union Steward and the Union President, or in the event he is unavailable, the Union Vice President, shall be granted reasonable time off during working hours to investigate and settle grievances, upon notice in advance to, and with, the approval of their immediate supervisors. Such time off shall be arranged as soon as possible, and in such manner as to cause the least disruption of, or interference with, any operations involved.

SECTION 4:

(Weingarten Rights) If an employee feels that a meeting with management may lead to any disciplinary action or if the meeting turns into an investigative interview, the Union member shall have the right to have Union representation upon request. Management shall stop any meeting with the employee until Union representation can be arranged. If management continues the meeting, the employee has the right not to answer any questions.

ARTICLE VI
DISCRIMINATION

SECTION 1:

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination to age, sex, marital status, race, color, creed, national origin, political affiliation, disability, sexual orientation or gender identification. The Union and the Employer shall have equal responsibility for applying this provision of the Agreement.

SECTION 2:

No employee eligible for membership shall in any manner be discriminated against, coerced, restrained or influenced on account of being a member of Local #553 or of being an officer therein. The Union agrees that no employee eligible for membership who elects not to become a member of the Union shall, in any manner, be discriminated against, coerced, restrained, or influenced.

ARTICLE VII
SENIORITY

SECTION 1:

Seniority shall begin as of the first day of probationary employment. Seniority shall not be assigned until after the satisfactory completion of the established probationary period, which shall be nine (9) months unless extended by written agreement of the employee and the Employer, said extension shall not exceed three (3) months. The Employer will notify the Union President and/or staff representative of any extension and the reason for said extension.

Before appointment is made complete, a probationary employee may, at the discretion of the City, be discharged or their probation extended for one (1) three (3) month period without the consent of the employee or bargaining unit and said discharge or extension will not be subject to the grievance or arbitration procedure.

While on probation, the probationary employee shall be evaluated every ninety (90) days and informed, in writing of any deficiencies.

The Employer may require new employees/new hires to sign an agreement to remain in the position they were hired in for a period not to exceed five (5) years before they can transfer to another department/branch.

SECTION 2: Application.

- (a) Employees shall lose their seniority standing upon separation from employment. An employee's seniority shall not be terminated because of authorized leave of absence or layoffs.
- (b) Employees who voluntarily transfer to another branch shall go to the bottom of that branch's seniority list. In the event of a forced transfer or branch merger, City of Cumberland hire date (seniority) will determine seniority in that branch.

- (c) For all Clerical/Technical bargaining unit members, seniority shall be based on City-wide standing to be determined on the basis of actual length of continuous service from the latest date of permanent employment with the Employer.

SECTION 3: Branches.

For all bargaining unit employees other than Clerical/Technical, branch seniority standing shall be granted. As of the date of this Agreement, the branches are (1) Water Distribution, (2) Vehicle Maintenance, (3) Central Services, (4) Street/Parks and Recreation, (5) Wastewater Collection, (6) Technical Services, (7) Water Treatment Plant, (8) Wastewater Treatment Plant and (9) Flood Control. The standing is to be determined on the basis of actual length of continuous service from the latest date of permanent employment with the Employer.

Although Parks and Recreation and the Street Departments are merging, current employees in Parks and Recreation will remain in that branch until they become separated from their employment with the City. New hires will be hired as Street/Parks and Recreation Department employees.

SECTION 4: Promotion and transfer.

- (a) In the case of promotion; the employee loses the right to be restored to the position that was vacated and, should the employee return to a bargaining unit position, the employee will be treated as having lost all seniority rights.
- (b) In the case of a voluntary transfer within the bargaining unit, employees (non-Clerical/Technical members and Clerical/Technical members) the transferred employee shall lose all rights to be reinstated to the position they vacated and they will remain in the new position for a period at least 3 years before they can transfer to another department/branch.

SECTION 5: Reduction in force.

- (a) In the case of reduction of force or elimination of a position, seniority for non-Clerical/Technical employees shall be governed by branch standing, with fitness and ability being equal, while seniority for Clerical/Technical employees shall be governed by city-wide standing, with fitness and ability being equal. Layoffs shall begin with those employees having the least seniority, where there is a need to reduce the number of employees, with the following provisions:
 - (1) Employees shall be provided forty-eight (48) hours' notice of layoff;
 - (2) Any employee scheduled for layoff may, within the designated time allotted above, claim any position in a similar or lower job that the employee has the ability to perform with minimal training that is occupied by an employee with less seniority, any original probationary position in his own branch, and, if none is available, then in any branch in the bargaining unit;
 - (3) Employees shall be recalled according to standing in (a) above, in the inverse order of layoff. The employee shall return to work within seven (7) days of written notice of recall, said notice to be provided by certified mail and regular first-class U.S. mail, to the last known filed address or forfeit his seniority rights.

- (b) If a senior employee replaces a probationary employee under the provision of Section 5(a) above, he shall serve a ninety (90) day probationary period in his new branch, during which time he shall be subject to recall to his former branch. If he is not recalled after said ninety (90) day period, then he shall be entered onto the seniority list of his new branch as of the date of his entry into said new branch. If his services are not satisfactory, he shall revert to furlough status without further rights under Section 5(a) in any other branch.
- (c) Any employee exercising the replacement rights under Section 5(a) above, shall, if taking a probationary job in the same job classification, receive the same rate of pay as he was receiving in his former classification. If he takes a job in a classification in a lower pay scale, he shall receive the pay rate in that scale nearest to, but not higher than, his rate received in his former classification.

SECTION 6:

The following Section 6 shall apply for all members of the bargaining unit other than Clerical/Technical:

- (a) A form shall be posted by the Employer for those positions or jobs within the respective branch wherein training shall be deemed available by the Employer.
- (b) Employees may voluntarily sign such form within their branch to signify their desire to be used for training and/or temporary assignment to those positions or jobs.
- (c) The Employer shall select the most senior qualified employee for training and preparation for a period not to exceed six (6) months of time, unless adequate reasons exist to extend that period. Any extensions will first be discussed with the Union President or representative.
- (d) When a vacancy occurs, the most senior qualified employee would have the option to make a lateral movement within the same job classification if the employee meets the qualifications. This lateral movement applies to permanent positions and is not intended for daily bumping,
- (e) Temporary assignment shall be for a period of no longer than ninety (90) workdays unless mutually agreed to by the parties.
- (f) Any position that requires more than ninety (90) workdays of temporary assignment shall be considered an open position and be posted, except in those instances where positions are open because of employees being on approved leave.

SECTION 7:

The following Section 7 shall apply for all Clerical/Technical members of the bargaining unit:

- (a) The Employer may make temporary assignments of employees to positions or jobs within the bargaining unit other than those they normally fill or perform in order to meet the requirements of the operation of the branch.
- (b) All employees who have been temporarily assigned by their supervisor or, in his absence, by the senior ranking person at the job site, to work in a higher classification, shall be paid per current city practice.

SECTION 8:

- (a) When the City decides to fill a vacancy in a bargaining unit position, notice of intent to fill all vacancies for positions in the bargaining unit not subject to reclassification or branch reorganization shall be posted on all employee bulletin boards. Once posted on the bulletin board, Employees shall be given ten (10) working days' time in which to make application to fill the vacancy or to fill a new position being created.
- (b) Assessment books will be maintained for Local 553 employees other than clerical/technical employees.
- (c) An award shall be made to a non-Clerical/Technical member of the bargaining unit as soon as practical following the deadline for application. An award shall be made as soon as practical following the deadline for application to the applicant of the Clerical/Technical bargaining unit who has the necessary abilities, qualifications, and the greatest seniority. In the event there is a disagreement on any such award, an appeal may be made through the grievance procedure.
- (d) The availability of Employer-supplemented training courses will be brought to the attention of the Clerical/Technical members of the bargaining unit and those members will be eligible to participate in said training. Length of service will be given consideration but will not be the sole determination in selecting candidates, the schedule of courses, etc.
- (e) Newly created positions or vacancies are to be posted to include the type of work, place of work, rate of pay, hours of work and job title.
- (f) If a position is vacated and not filled, then to the extent reasonably practicable, good faith efforts shall be made to divide the job tasks between multiple employees in the same branch.

SECTION 9:

The agreed-to seniority lists shall be brought up-to-date and posted July 1st and January 1st of each year and posted on the employees' bulletin boards. Such lists shall contain dates of hire, classification, and branch. The Union President and/or Staff Representative may request copies of the seniority roster.

SECTION 10:

The Employer shall notify the local Union Secretary in writing of all new hires, terminations, lay-offs, and recalls at the end of each calendar month.

ARTICLE VIII
HOLIDAYS WITH PAY

SECTION 1:

The following days shall be legal holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday (Third Monday in January)	Columbus Day
Presidents' Day	General Election Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving and day after
Juneteenth (June 19)	Christmas Day
Independence Day (July 4 th)	Employees Birthday

All shall be celebrated on such day as is legally designated therefor, except that an employee may take his birthday on any day within the week in which it falls, if work schedule permits. In addition to those holidays above, when Independence Day (July 4th), Christmas Day or New Year's Day fall on Tuesday, the preceding Monday shall be granted as a holiday; when Independence Day (July 4th), Christmas Day or New Year's Day fall on Thursday, Friday shall be granted as a holiday.

SECTION 2:

Holidays falling on Saturday shall be observed on the preceding Friday, and holidays falling on Sunday shall be observed on the following Monday.

SECTION 3:

For employees in a continuous work schedule, other than employees of the Wastewater Treatment Plant and Filtration Plant, all holidays shall be granted as vacation days and taken in accordance with the usual branch procedure. Except for New Year's Day, Independence Day (July 4th) Veterans Day and Christmas Day employees in a continuous operation at the Wastewater Treatment Plant and the Filtration Plant, who are required to work on the day on which a holiday is observed, shall be paid time and one half (1/1/2) the regular rate for all hours worked in addition to holiday pay.

Employees in a continuous operation at the Wastewater Treatment Plant and the Water Filtration Plant, who are required to work on New Years' Day, Independence Day, Veterans Day and Christmas shall be paid time and one half (1/1/2) the regular rate for all hours worked in addition to holiday pay. This is referring to the actual holiday as opposed to the observed holiday.

SECTION 4:

Employees required to work on the day on which a holiday is observed shall be paid time and one-half (1 ½) the regular rate for all hours worked in addition to holiday pay, except those included under Section 3 of this Article.

SECTION 5:

Should a holiday fall during an employee's vacation period, he shall receive an extra vacation day.

ARTICLE IX
VACATIONS AND COMPENSATORY TIME

SECTION 1:

It shall be the policy of the Employer that vacations are necessary to the health and wellbeing of all its employees and that time off shall be taken by every employee, except in unavoidable emergencies.

- (a) Members of the bargaining unit hired prior to July 1, 1996 shall earn and ultimately be entitled to receive thirty (30) working days of vacation with pay based on the following schedule: All ASFCME employees that were hired prior to July 1, 1996 earn vacation at the rate of 30 days per fiscal year.
- (b) Hired after July 1, 1996. Retroactive to the first day of probationary employment, members of the bargaining unit hired after July 1, 1996 shall earn and ultimately be entitled to receive twenty-five (25) working days of vacation, with pay, based on the following schedule:
 - 1) Vacation shall be adjusted to July 1 next following employment in probationary status at the rate of 5/12 day for each month or portion thereof worked in the current fiscal year. Said vacation shall be taken during the next fiscal year.
 - 2) Employees hired in the period from January 1 to June 30 shall earn five (5) days of vacation during the first fully completed fiscal year. Employees hired in the period from July 1 to December 31 shall earn vacation at the rate of ten (10) days during the first fully completed fiscal year.
 - 3) Second Fiscal Year..... 10 days
 - 4) Third through Fourth Fiscal Year..... 15 days
 - 5) Fifth through Ninth Fiscal Year..... 20 days
 - 6) Tenth Fiscal Year and above..... 25 days

SECTION 2:

- (a) Pay for all vacations will be based on the rate of pay for the employee at the time of vacation. Up to 25% of employees in each branch may schedule vacation and/or compensatory time on any day of the year. This 25% does not include employees off on worker's compensation or approved FMLA – these employees are reduced from the numerator and the denominator.
- (b) The following notice(s) must be provided when requesting vacation and/or compensatory time:
 - Except for an unanticipated emergency, a ten (10) day notice to the supervisor is required for five or more working days of vacation and/or compensatory time and in accordance with annual scheduling per branch procedures.

- Except in an unanticipated emergency, one working day notice to the supervisor is required for requesting vacation and/or compensatory time of less than five (5) consecutive working days.
 - Up to ten (10) days of vacation and up to ten (10) days of compensatory time may be used in the following manner: Up to twenty (20) days in one (1) day increments; up to five (5) days in one-half day (4 hours) increments; or a combination of the two, not to exceed twenty (20) single days or ten (10) half days (4 hours).
- (c) For Clerical/Technical members of the bargaining unit, the following shall apply with regards to vacation leave and or compensatory time:
- (1) Upon prior notice to the Supervisor and in accordance with annually established branch procedures, a Clerical/Technical employee may use vacation and/or compensatory time in one (1) hour increments.
 - (2) Vacation notice requirements shall be arranged by each branch for employees in said branch covered under this Agreement. Approval of requested vacation shall not be unreasonably withheld.

SECTION 3:

Vacation preferences shall be determined on the basis of seniority.

SECTION 4:

Any reservation cost incurred by the employee through rescheduling their vacation by the Employer will be reimbursed, provided the costs are substantiated.

SECTION 5:

Any employee required to return to work while on vacation shall be compensated for time actually worked at time and one-half (1 ½) the regular rate, and all days worked shall be rescheduled as designated in Section 2.

SECTION 6:

Employees leaving the service shall be reimbursed for all accrued vacation to which they were entitled during the current year in accordance with the schedule (See Fringe Benefits Booklet).

SECTION 7:

Clerical/Technical members of the bargaining unit may carry up to five (5) working days of vacation time into the next fiscal year.

SECTION 8:

When employees who are regularly scheduled to work the “3-11” or “11-7” shift are on vacation, their rate concerning shift differential will not be reduced while on vacation.

ARTICLE X
SICK LEAVE

SECTION 1:

Statement of Principles: The City and the Union Agree to the following principles regarding sick leave use.

- a) Sick leave is not intended to be a form of vacation. It is only to be used when the employee is ill and, because of that illness, should not be at work.
- b) Curbing sick leave abuse is a valid City interest. The Union shares this interest because such abuse threatens a valuable benefit and imposes unfair work burdens on those who do not abuse the benefit.
- c) Efforts to identify and halt sick leave abuse should, if possible, focus on an individual's sick leave usage/abuse rather than penalizing all bargaining unit members for individuals' sick leave abuse.
- d) An individual who abuses sick leave is properly subject to progressive discipline.
- e) Sick leave abuse is best determined by patterns of absence due to alleged illness or injury. The most common patterns are listed below, though other patterns are possible.
 - 1) Frequent one (1) or two (2) day absences, as opposed to absences which exceed two (2) consecutive workdays.
 - 2) Consistently high utilization of sick leave from year to year.
 - 3) Use of sick days clustered around scheduled time off (holidays, weekends, etc.).
 - 4) Use of sick days clustered around certain kinds of work.
 - 5) Use of sick leave when that use can be related to certain features of an employee's schedule.

SECTION 2:

Sick leave shall be earned at the rate of one and one-quarter (1 ¼) days per month for each month of employment and cumulative in an unlimited amount.

SECTION 3:

- a) Employees who are sick to the point of disability should not report to work and, if at work when the disability occurs, should not remain at work.
- b) Sick leave may be used by the employees for the bona fide sickness of their dependents. Employees must provide documentation justifying the use of this sick leave. For the purpose of this paragraph, dependent shall be defined as spouse, minor child or adult child who incapable of caring for themselves and lives with the employee.

- c) For the purposes of sick leave for care for a dependent, the employee shall use all available Maryland Sick and Safe Leave hours and/or all other available leave (vacation, comp, etc.) before using sick leave.
- d) Employees of the bargaining unit, if necessary, shall be eligible to use up to two (2) hours for an in-person physician, dental and/or optical appointment, which time shall be charged to sick or other leave with the exception of clerical employee (clerical workers are not charged two (2) for these appointments). Verification of the appointments and attendance there (should include the time required) shall be supplied by the employees to their supervisors upon their return to work. The two (2) hour physician visit will not be charged against a potential bonus for not using sick leave in a quarter and/or year (see section "4a" and will not count as an occurrence (see section "e").
- e) Should any employee of the bargaining unit be absent four (4) times or more during any fiscal year, a doctor's certificate will be required for the fifth absence and each absence thereafter. Employees must inform their supervisors of the length of time they will be off work, if known. The doctor's certificate must state the employee's fitness for duty.
- f) Members of the bargaining unit will be required to produce a doctor's certificate when off work for more than two (2) days in order to be paid for use of sick leave. If management identifies an employee(s) they believe is abusing sick leave, management shall notify the employee, in writing, that said employee is required to produce a doctor's certificate for any sick leave to be paid. Additional disciplinary actions may be warranted.
- g) Employees may not claim sick leave while on scheduled vacation.

SECTION 4:

- a) For each quarter an Employee does not utilize sick leave or workers' compensation, he/she shall be entitled to one day's pay as a bonus. Employees who do not utilize sick leave or workers' compensation during the course of a fiscal year shall be entitled to an additional day's pay as a bonus. Bonuses under this section shall be paid within 45 days after the bonus period.
- b) In addition, employees shall be entitled to receive payment of up to, but not to exceed, 86 days of accrued unused sick leave at the time of retirement from City employment. The Employee must be eligible and apply for retirement benefits through the Maryland State Retirement system in order to receive the said sick leave payout.
- c) Subject to the City's FMLA policy, in the case of an extended sickness where an employee has exhausted accumulated sick leave, all unused vacation time and compensatory time must be taken. At the end of this time, if the employee is still away from the job because of sickness, a request for leave of absence due to illness shall be made and may be granted by the City Administrator for a period not to exceed one (1) year.

ARTICLE XI
OTHER LEAVE

SECTION 1:

Beginning with the first day of permanent employment, an employee shall be entitled to leave, with pay, because of death in the family. There shall be no accumulation of such leave. Unless approved the City Administrator or his designee, this leave must be taken on consecutive working days to include the day of the service/funeral.

- a) Five (5) working days shall be granted in the death of spouse, child, stepchild, stepparent, grandchild, and parent of the employee.
- b) Three (3) working days shall be granted in the death of a brother, sister, mother-in-law, father-in-law, grandparent, half-brother or half-sister, stepbrother and stepsister.
- c) One (1) working day for attendance at the funeral shall be granted in the death of a grandparent, brother, or sister of the employee's current legal spouse; this provision shall also apply if the spouse is deceased and the employee has not remarried.

SECTION 2:

In addition, an employee shall be entitled to leave in the event of an unexpected emergency arising within the immediate family, as well as emergencies pertaining to stepchildren and grandchildren. Said leave shall not exceed five (5) days in any one (1) fiscal year and, when taken, shall be charged to the employee's sick leave for that fiscal year. For the purpose of this Section, the term "immediate family" is defined as the spouse, son, daughter, mother, or father of the employee.

SECTION 3:

There shall be allowed during any given year a period of two (2) days leave, chargeable to sick leave, for the purpose of allowing a member of the bargaining unit to act as a pallbearer for a relative. Said leave may be taken in one-half (1/2) or one (1) day increments, not to exceed one (1) day for any given situation. The City may require the employee to provide verification when this leave is used. Use of sick leave in this manner will not count against the sick leave bonus provided for in Article X, Section 3(d).

SECTION 4:

Employees who sustain injuries while in the employ of the City of Cumberland shall receive their regular rate during the period of temporary total disability, not to exceed one (1) year and subject to the City's FMLA policy. The Employer reserves the right to void this Section in the event that a Wage Continuation Insurance Program is instituted. Further, the Employer shall be responsible to pay employees only the amount necessary to equal 100% of the employee's net and/or take home pay. Pay shall be calculated by taking the employee's base hourly rate times 80 hours, less applicable taxes. This section does not affect the Employer's legal obligation to pay temporary total disability payments on account of workers' compensation claims.

SECTION 5:

The Employer recognizes it is the obligation for every citizen to serve as a juror when called upon to do so and, therefore, employees called for jury service or subpoenaed as a witness (non-party to the case)

will be granted leave with full pay. The Employer may request documentation of the employees' jury service, subpoena and/or attendance in court.

SECTION 6:

Employees shall have one (1) personal day per fiscal year commencing the fiscal year after their date of hire. Personal days will not carry over from year to year. Employees must notify their branch managers of their intent to use personal days as far in advance of their use as is reasonably possible.

ARTICLE XII
MILITARY TRAINING LEAVE

Employees will be provided the same Active Duty for Training Leave as is provided to other City employees pursuant to the Active Duty for Training part of the Military Service Section of the City of Cumberland Employee Handbook (and or the leave that Employer otherwise is required by law to provide for active military training).

ARTICLE XIII
MILITARY SERVICE

Employees will be provided the same active military service leave as is provided to other City employees pursuant to the Active Military Service part of the Military Service Section of the City of Cumberland Employee Handbook (and or the leave that the Employer otherwise is required by law to provide for active military service).

ARTICLE XIV
LEAVES OF ABSENCE

SECTION 1:

An employee may, upon application in writing, be granted a leave of absence, without pay, and not to exceed one (1) year, for the reason of personal illness, illness in the immediate family, disability, or for the purpose of furthering the employee's education or training.

SECTION 2:

Notwithstanding other provisions of this Agreement, any employee elected or appointed as an employee of the Union shall be granted a leave of absence, without pay, for the term of the election or appointment to his office or any extension thereof.

SECTION 3:

Leave of absence with pay for up to eight (8) man-days per fiscal year shall be granted for members to attend and serve as delegates to conventions and other organization conferences related to their Union. In the fiscal year within which the American Federation of State, County and Municipal Employees (AFSCME) holds its international meeting, leave allowable under this Section shall be increased from eight (8) man-days to thirteen (13) man-days for purposes of attending said international meeting. Also, union officials may request additional days for training seminars.

SECTION 4:

Pregnancy leave shall be governed by current federal legislation.

SECTION 5:

Seniority shall accumulate during all leaves of absence. In addition to accruing seniority while on leave of absence granted under the provision of this Agreement, employees shall be returned to the position they held in the branch at the time the leave of absence was requested. However, if an employee is returning from an educational leave during which the employee has acquired the qualifications for a higher-rated position in the bargaining unit, the employee may be returned to the higher-rated position under the following conditions:

- a) the position became or remained open during the employee's leave and it is still open at the time the employee returns from leave;
- b) the employee requests assignment to the higher rated position within ten (10) days after returning from an educational leave; and
- c) the employee has greater seniority than other qualified employees requesting assignment to the position.

ARTICLE XV
HOURS OF WORK

SECTION 1:

The regular hours of work each day shall be consecutive.

SECTION 2:

The workweek shall consist of five (5) consecutive eight (8) hour days, except for employees in continuous operations.

SECTION 3:

Eight (8) consecutive hours of work within the 24-hour period beginning at the time designated by each branch and mutually agreed upon by the Union will constitute a regular work day.

SECTION 4:

Eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work in a regular work shift, and each work shift shall have a regular starting and quitting time.

SECTION 5:

A work schedule showing the employee's shift, workdays and hours shall be posted on each branch bulletin board at all times.

SECTION 6:

Except for emergency situations, work schedules shall not be changed unless the Union and the Employer discuss the changes.

SECTION 7:

- (a) Members of the bargaining unit other than Clerical/Technical shall be entitled to the following:
 - (1) A morning break of fifteen (15) minutes is formally established. Such breaks shall be taken on the job site, with one person obtaining coffee, etc. During severe weather, breaks may be taken at nearby restaurants/coffee shops. Breaks are limited to fifteen (15) minutes, including any travel time.
 - (2) A lunch period for all employees shall consist of forty (40) minutes between 11:55 a.m. and 12:35 p.m. Lunch shall be taken by the daylight shift. The second and third shifts shall take a forty (40) minute lunch period in accordance with past practice. It is preferred that lunch be taken at the job site or at nearby restaurants within the City limits. During severe weather or emergency situations, when crews are compelled to go to the warehouse, adequate travel time will be given so that the employee may have a full, forty (40) minute lunch period.
- (b) All Clerical/Technical members of the bargaining unit shall be granted a lunch period of 60 minutes, as scheduled by the departmental supervisor.
- (c) The following shall apply to all members of the bargaining unit:
 - (1) An employee will receive up to a 30-minute meal break, without loss of pay, and up to a twelve dollar (\$12.00) meal allowance after four (4) hours work in the following circumstances:
 - a) Called into work four (4) or more hours prior to the start of their next regularly scheduled shift;
 - b) Work four (4) hours beyond the end of their regularly scheduled shift; and
 - c) Unscheduled overtime on a non-work day (i.e., Saturday, Sunday or holiday).

- (2) Employees will receive up to a twelve dollar (\$12.00) meal allowance when they are called in less than four (4) hours prior to the start of their regularly scheduled shift.
- (3) Employees who are prescheduled eight (8) hours or more in advance shall provide their own lunches.
- (4) The meal allowance shall be given to each employee on the next paycheck following the period of working overtime.

SECTION 8:

- (a) Any employee who is called to work outside of his regular shift shall receive pay at the rate of time and one half (1½) his regular hourly rate for such time worked, or a minimum of four (4) hours of straight time pay, whichever is greater. If the called time work assignment and employee's regular shift overlap, the employee shall be paid the call time rate of time and one half (1½) until he/she completes two and one half (2½) hours of work. The employee shall then be paid for the balance of his/her regular work shift at the regular rate.

Nothing herein shall be construed to mean compound of overtime.

- (b) Employees who are called to work outside of their regular shifts shall receive pay at the rate of time and one half (1½) their regular hourly rates for such time worked, or a minimum of four (4) hours of straight time pay, whichever is greater. In addition to overtime pay at the rate of one and one half (1½), employees who are called out (non-scheduled overtime) for a period that exceeds two and one half (2½) hours will receive, in addition to the one and one half (1½) times pay, one half (1/2) hour straight time as "reporting-in" compensation. The employee must report to work within one half (1/2) hour from callout to receive one half (1/2) hour compensation.

ARTICLE XVI
OVERTIME

SECTION 1:

Time and one half (1½) the employee's hourly rate of pay shall be paid for work under any of the following conditions:

- a) all work performed in excess of eight (8) hours in any workday;
- b) all work performed on Saturdays, except where this is a scheduled day of work;
- c) all work performed before or after any scheduled work shift.

SECTION 2:

- (a) Double-time shall be paid for all work on Sunday, except when Sunday is a scheduled day of work.

- (b) Except for emergencies declared by the City Administrator or his designee, no employee shall be permitted to work more than sixteen (16) hours in any twenty-four-hour period.
- (c) Time and one half (1 ½) shall be paid for the sixth (6th) consecutive workday and double-time for the seventh (7th) consecutive workday within a work week, i.e., Sunday – Saturday.
- (d) Double-time shall be paid if an employee is required to work more than sixteen (16) straight hours, which is limited to emergency operations.

SECTION 3:

Overtime work shall be distributed equally to employees working within the same job classification in the branch. The distribution of overtime shall be equalized over each six-month period, beginning on the first day of the calendar month following the effective date of this Agreement, or on the first day of any calendar month this Agreement becomes effective. On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification with the least number of overtime hours' credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours' credit shall be offered the assignment.

This procedure shall be followed until the required number of employees has been selected for the overtime work. A record of the overtime hours worked by each employee shall be posted monthly on the branch bulletin board.

SECTION 4:

Overtime shall be scheduled in a manner that will provide equal opportunity for all eligible non-probationary employees who are qualified to perform the work. Qualified probationary employees shall be asked to work overtime only after all qualified employees in their branch, where overtime is needed have been offered said overtime. Only after all employees in the branch have been offered the overtime, will overtime be offered outside the branch. Each branch shall maintain an overtime roster by seniority, in descending order. An employee who declines the offered overtime, shall be considered to have worked the overtime offered. Employees who are not available for overtime due to illness, vacation, or excused absence shall not be considered to have worked the available overtime and shall be given priority until hours of overtime missed have been worked.

Employees who have vacations scheduled for periods of time which include their regular shifts and extra days they are not regularly scheduled to work shall notify their supervisors in writing of the inclusive dates of their vacations or they shall be deemed eligible for overtime during the period of time they are on vacation outside of their regular shifts.

SECTION 5:

Except for emergencies declared by the City Administrator or his designee, overtime work shall be voluntary, except in an unexpected emergency. There shall be no disciplinary action against any employee who declines to work voluntary overtime, except he shall be posted, without pay, for the number of hours overtime equivalent to that which he would have worked, but refused.

SECTION 6: Compensatory Time.

In lieu of receiving overtime pay, an employee may elect to earn compensatory time at the rate of one and a half (1 ½) hours for every hour of overtime worked or double time for double-time hours worked.

- (a) An employee may accumulate (have on the books) up to eighty (80) hours of compensatory time and may use up to a maximum of eighty (80) hours in any fiscal year.
- (b) Such compensatory time shall be scheduled, as outlined in Article 9 of this Agreement and per branch procedures.
- (c) Employees unable to schedule compensatory time off may elect to be paid for all or a portion of their accumulated compensatory time at their straight time rate.
- (d) Compensatory time may only be used in hourly increments.
- (e) In the last quarter of the fiscal year (April – June) employees must schedule vacation leave before scheduling compensatory time.

SECTION 7: Compensatory Time for Snow and Ice Control Operations.

In carrying out snow and ice control operations, the Employer recognizes, as specified in Section 2 of this Article, that no employee shall be permitted work more than sixteen (16) hours in any 24-hour period; however, in order to carry out its operations and responsibilities in providing service to the citizens of Cumberland, the Employer shall be able to draw upon personnel from other branches only after those employees assigned to the Street branch have worked.

ARTICLE XVII
SAFETY & HEALTH

SECTION 1:

- 1) The Employer and the Union shall cooperate in the enforcement of safety. Should an employee feel that his/her work requires him/her to be in an unsafe or unhealthy situation, the applicable branch supervisor shall immediately consider the matter. If the matter is not adjusted satisfactorily, the grievance shall be processed according to the grievance procedure.
- 2) The Employer agrees to grant time off to any employee designated as a member of the Safety Committee for the purpose of attending training programs related to safety, subject to the final approval of the supervisor.
- 3) Management can modify schedules once a month as necessary to maximize attendance for Safety Meetings.

SECTION 2:

No employee shall be required to operate or use any machine, vehicle, pneumatic or electric tool, or other equipment that is known to be unsafe at the time of assignment or which, in the opinion of the immediate supervisor, becomes unsafe during its operation.

ARTICLE XVIII
BULLETIN BOARDS

The Employer agrees to provide reasonable bulletin board space, labeled with the Union's name, on which notices of official Union matters may be posted by the Union.

ARTICLE XIX
HEALTH & WELFARE

SECTION 1:

At the beginning of the probationary period, an employee and family shall be eligible for medical and prescription insurance coverage with a portion of the premium paid by the Employer. If this medical and prescription insurance coverage is desired, the employee must make application therefore in the Human Resources Office thirty (30) to sixty (60) days prior to start of employment.

Premium for such coverage will continue to be paid for a period not to exceed six (6) months during leaves of absence without pay, granted for personal illness.

All employees with two (2) or more years of continuous service shall receive paid medical and prescription insurance premium coverage for twelve (12) months during leaves of absence without pay, granted for personal illness. The payment of premiums provided for herein is subject to the premium split provisions set forth in the following section of this Agreement.

SECTION 2:

All employees are entitled to medical and prescription coverage with premiums paid by the City of Cumberland based on table below. The employee may choose from the following categories: Individual, 2 Party, and Family.

Insurance Premiums

Effective July 1, 2022 the AFSCME percentage of the low option will increase to 7%.

Effective July 1, 2023 the AFSCME percentage of the low option will increase to 10%

HIGH OPTION	City Percentage	AFSCME Percentage
Individual	80%	20%
2 Party	80%	20%
Family	80%	20%

LOW OPTION

	City Percentage	AFSCME Percentage
Individual	93%	7%
2 Party	93%	7%
Family	93%	7%

The same percentage co-pay will be applied to premiums for the term of this agreement.

SECTION 3:

The Employer further agrees to provide major medical insurance coverage and to provide life insurance coverage in an amount of not less than Ten Thousand Dollars (\$10,000.00) for each employee.

SECTION 4:

Employer further agrees to provide any prescription drug program coverage provided to other City employees to Employees on the same terms and conditions as such benefit is provided to other City employees. The Employer shall continue the current prescription drug program benefits amounts or the next lowest/comparable prescription program available from the carrier, if the current program is no longer available from this carrier.

SECTION 5:

In conjunction with the Employer's policy to pay that portion of the premium for medical and prescription insurance premiums for retired employees of Local #553, the following understanding shall prevail:

- a) Upon the death of retired employees whose premiums were being provided by the Employer and who were providing coverage to their spouses at their expense, those spouses may continue on the Employer's group hospitalization insurance program at their expense until they reach the age of 65. The intent of this provision is to allow for insurance coverage for the spouse in the event of death of the employee prior to the spouse's eligibility for Medicare coverage. Any subsequent changes in Medicare eligibility dates (i.e. increase or decrease in the eligibility age) shall amend the maximum age for the insurance coverage set forth above.

All employees shall enjoy equal opportunity to participate in the health insurance program maintained by the Employer for its employees who are not in the Union on the same terms and conditions as such insurance is made available to those employees who are not in the Union.

SECTION 6:

Retired employees who are not Medicare eligible will be provided the opportunity to continue participation in the medical coverage paying the same percentage of the premium as an individual member would be paying if retired from the City by October 1, 2003. The additional cost for either a 2-party or family plan will be paid by the retiree. If the employee retires after October 1, 2003, the City shall contribute a monthly total of \$260.66 to the individual's premium with the cost difference between the 2 party and family plan being paid by the individual. The \$260.66 shall increase by the cost-of-living percentage provided in Article XXII of this agreement.

SECTION 7:

An employee shall be eligible for reimbursement of up to Two Hundred Dollars (\$200.00) for prescription eyeglasses. Said payment shall apply to the cost of frames and lenses only (not eye examinations) and shall require presentation of an invoice for reimbursement. It shall occur no more frequently than once per fiscal year, unless existing glasses become broke in a work-related accident, as certified by the employee's supervisor. All other aspects of the existing eyeglass policy of the Employer do apply.

Each member of Local #553 shall be granted a shoe allowance in the amount, not to exceed \$250.00 per fiscal year, to be provided by the Employer for the purchase of OSHA ANSI Z41 PT91 safety shoes by the employee. Said shoes shall be in accordance with City policy and worn by the employee during the performance of his/her job duties. When purchasing the above-described safety shoes/boots, the employee may purchase additional work-related clothing items (coveralls, gloves, socks, suspenders, work pants etc..) from the approved vendor up to the \$250.00 limit. All purchases must be made on the same date and time as the OSHA-approved shoes/boots.

SECTION 8:

In the event any employee of the bargaining unit wishes to participate in Union-sponsored Dental Programs via payroll deductions, the Employer is agreeable to process said payroll deductions provided said deductions (contributions) are not a violation of any law, ordinance, or regulation. The following understanding is specified:

- (a) continued capacity of the Employer's payroll system to accommodate the additional deduction.
- (b) said deductions, along with Union dues, must be a specific dollar amount as opposed to a percentage of salary.
- (c) said amounts, once arranged in the program, shall be changed no more frequently than once per year.
- (d) That the Employer assumes no responsibility, liability, or is in any way obligated to the above-mentioned programs other than processing a payroll deduction.

SECTION 9:

If formed, the City and AFSCME agree to participate in a "Health Coalition" with other collective bargaining units to study plan design in an effort to reduce the overall cost of health insurance to the City and its participating employees. The City and AFSCME agree to reopen the discussion on health insurance and rates prior to each year of this agreement.

ARTICLE XX
VISITATION

Officers or accredited representatives of the Union shall, upon request by the Union, be admitted to the property of the Employer during working hours, at a mutually agreed upon time, for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances. As a matter of courtesy, each Union representative shall notify the applicable branch supervisor of visitations. The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union representatives shall be allowed to:

- (a) post Union notices;
- (b) attend negotiating meetings;
- (c) transmit communications authorized by the local Union or its officers to the Employer or his representatives; and
- (d) consult with branch supervisors, local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

ARTICLE XXI
WORKING CONDITIONS

SECTION 1:

If any employee is required to wear a uniform, the Employer shall furnish protective clothing, or any type of protective device as a condition of employment such uniforms, protective clothing or protective device, without cost to the employee. The Employer shall pay the cost of maintaining the uniform or protective clothing in proper working condition. The Employer agrees to furnish and maintain rain gear and gloves to all employees when necessary. The Employer agrees to maintain safe and sanitary lock rooms, lavatories and shower facilities. Employees shall take proper care of all City uniforms and equipment. Those employees furnished uniforms or safety clothing shall perform on the job with the issued clothing.

SECTION 2:

Any employees who suffer loss or damage to their personal clothing due to conditions directly connected to their work shall report the damage or loss immediately to their supervisor. All claims shall be investigated thoroughly by the supervisor before any claim is approved for payment. Employee shall be reimbursed for such losses or damages if their claims are approved. All other personal items such as watches, rings, etc., shall be exempt from claims for loss or damage.

SECTION 3:

Coveralls shall be provided for all members of blacktop crews, tarring crews, mechanics, mechanic helpers, the sweeper crew (two employees), and the Sanitary Sewer and Water Distribution employees, if requested by the employee.

ARTICLE XXII
SALARY & WAGE RATES

SECTION 1:

Salary rates agreed upon shall be designated by appropriate ordinances.

SECTION 2:

The employer shall pay all employees by-weekly.

SECTION 3:

Effective the date this Agreement is ratified by the Union, employees covered by this Agreement shall receive a three percent (3%) cost-of-living adjustment, said cost-of-living adjustment to be applied after the longevity step increases provided for in Section 6(b) of this Article are applied. Effective July 1, 2022, employees shall receive a three percent (3%) cost-of-living adjustment. Effective July 1, 2023 employees shall receive a two percent (2%) cost of living adjustment or a cost-of-living adjustment equal to what non-union employees receive, whichever is greater. Effective July 1, 2024 said employees shall receive a two percent (2%) cost-of-living adjustment or a cost-of-living adjustment equal to what non-union employees receive, whichever is greater.

SECTION 4:

Employees who actually work the 3-11 shift shall be paid a shift differential of \$0.75 per hour and those who work the 11-7 shift shall be paid a shift differential of \$1.05 per hour.

SECTION 5:

For those employees who are required to have a C.D.L., the Employer will pay the difference between the cost of C.D.L. renewal and the cost of a regular license renewal.

SECTION 6: Longevity Steps.

Employees' salaries and wages shall be subject to augmentation as provided for in the longevity table set forth below. No other longevity steps shall be provided. The increases shall commence being paid upon the applicable employment anniversary. For example, an employee entitled to a longevity step increase upon the anniversary of his fifth year of service shall receive that increase upon the commencement of the fifth year of his employment with the City.

YRS OF SERVICE	5	10	15	20	25
\$ INCREASE IN SALARY/WAGES	\$725	\$725	\$725	\$725	\$725

SECTION 7:

Affected employees (non-Pennsylvania residents) working at the Water Filtration Plant who are required to pay the PA non-resident tax will be reimbursed for said tax. The City will determine the manner the employee will be reimbursed.

ARTICLE XXIII
TRAVEL ALLOWANCE

An employee shall be reimbursed for the use of their personal automobile at the current rate established by the Internal Revenue Service, upon prior approval by the supervisor.

ARTICLE XXIV
CONTRACTING & SUBCONTRACTING OF PUBLIC WORKS

During the term of this Agreement, the Employer shall not contract out or subcontract any public work presently performed by employees covered by this Agreement that would cause their displacement. The Employer shall give sixty (60) days prior notification to bargaining unit representatives of an actual proposal to retain services of contractors to perform bargaining unit work that would result in displacement of employees covered by this Agreement.

ARTICLE XXV
PARKING

SECTION 1:

During normal working hours, the Clerical/Technical employees shall be guaranteed free parking on a City-owned lot.

ARTICLE XXVI
MANAGEMENT & RESPONSIBILITY

SECTION 1:

It is recognized that the management of the City of Cumberland, the control of its properties, and the maintenance of order and efficiency is solely a responsibility of the City. Accordingly, the City retains the right, including but not limited thereto, to select and direct the working forces; to hire, suspend or discharge for just cause; assign, promote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; to decide the number and location of its facilities, stations, etc.; to determine the work to be performed within the unit,

maintenance and repair, the amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and control of equipment and materials; to purchase services of others, contract or otherwise, except as they may be otherwise specifically limited to this Agreement; and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

SECTION 2:

Management will make available such agreed-upon training courses as are needed to reasonably ensure that the Employees have the skills to perform their job effectively and efficiently.

ARTICLE XXVII
RETIREMENT & DEFERRED COMPENSATION

The Employer and the Union agree to maintain deferred compensation through the City's current plan. The Employer agrees to pay the contribution allowing the Union members to participate in the Alternative Contributory Pension System (ACPS) effective July 1, 2006 and the Union agrees that each member shall pay the required employee contribution.

ARTICLE XXVIII
TERMINATION, CHANGE OR AMENDMENT

SECTION 1:

This Agreement shall become effective on the date first written in this Agreement and remain in full force and effect until the 30th day of June, 2025. It shall be automatically renewed from year-to year thereafter unless either party shall give the other party written notice of desire to terminate, modify, or amend this Agreement. Such notice shall be given the other party in writing by Certified Mail not less than one hundred twenty (120) days prior to the end of the fiscal year the Contract is in effect.

SECTION 2:

It is further understood that this Agreement can only be added to, amended, or modified by a document in writing signed on behalf of the parties hereto by their duly authorized officers and representatives.

ARTICLE XXIX
INVALIDATION

Should any article, section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specific in the decision; provided, however, that upon such a decision the parties agree, as soon as practical, to negotiate a substitute for the invalidated article, section, or portion thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands the date first written at the beginning of this Agreement.

MAYOR AND CITY COUNCIL
OF CUMBERLAND, by:

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES AFL-CIO, LOCAL #553, by:


Raymond M. Morris, Mayor


Eddie Martin, President



Richard J. Cioni, Councilman


Alvin Boggs, Vice President


Eugene T. Frazier, Councilman



Lisa Terrell, Negotiation Team Member


Laurie P. Marchini, Councilwoman


Carroll E. Braun, Staff Representative
AFSCME Council 67


Joseph P. George, Councilman

ATTEST:


Marjorie A. Wooding
City Clerk