

**AGREEMENT**

**between the**

**BOARD OF EDUCATION OF ALLEGANY COUNTY**

**and the**

**MARYLAND PUBLIC EMPLOYEES,**

**COUNCIL 67/LOCAL 1633e**

**OF THE AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO**

**2020 – 2024**

## TABLE OF CONTENTS

DEFINITIONS .....	4
ARTICLE I PURPOSE.....	4
ARTICLE II UNION'S RIGHTS, PRIVILEGES, RESPONSIBILITIES	
Section 1. Recognition .....	4
Section 2. Dues Check-off.....	4
Section 3. PAC Deductions .....	5
Section 4. Credit Union.....	5
ARTICLE III GRIEVANCE PROCEDURE.....	5
Section 1. Definitions.....	5
Section 2. General Provisions .....	5
Section 3. Procedures .....	6
ARTICLE IV DISCRIMINATION .....	7
ARTICLE V SENIORITY.....	7
Section 1. Definition .....	7
Section 2. Vacancies.....	7
Section 3. Reduction in Force.....	8
Section 4. Recall .....	10
Section 5. Involuntary Transfer.....	10
ARTICLE VI HOLIDAYS.....	10
Section 1. Holidays and Personal Leave Days .....	10
Section 2. Holiday Leave.....	11
Section 3. Holiday Work .....	11
Section 4. Holiday Hours for Overtime Purposes.....	11
Section 5. Holidays Occurring on Schedule Days Off.....	11
ARTICLE VII VACATIONS/RELIGIOUS OBSERVANCES ...	11
ARTICLE VIII SICK LEAVE .....	12
Section 1. Accrual .....	12
Section 2. Usage .....	12
Section 3. Request for Sick Leave.....	12
Section 4. Proof of Illness .....	12
Section 5. Retention of Accrued Leave.....	13
Section 6. Maternity/Child Care .....	13
Section 7. Expiration of Sick Leave .....	13
Section 8. Reimbursement of Sick Leave .....	13
ARTICLE IX OTHER LEAVES.....	14
Section 1. Eligibility Requirements .....	14
Section 2. Procedures .....	14
Section 3. Paid Leaves.....	14
Section 4. Union Business.....	15
Section 5. Military Service .....	15
Section 6. Insurances.....	16

ARTICLE X	HOURS OF WORK.....	16
	Section 1. Regular Hours .....	16
	Section 2. Work Week.....	16
	Section 3. Work Day.....	16
	Section 4. Work Shift.....	16
	Section 5. Work Schedule .....	17
	Section 6. Rest Periods .....	17
	Section 7. Call in Pay .....	17
	Section 8. Clean Up Time.....	17
	Section 9. Reduction of Regular Time .....	17
ARTICLE XI	OVERTIME .....	17
	Section 1. Overtime.....	17
	Section 2. Allocation .....	17
ARTICLE XII	SAFETY AND HEALTH.....	18
ARTICLE XIII	BULLETIN BOARDS AND UNION COMMUNICATIONS	
	Section 1. Bulletin Boards .....	18
	Section 2. Courier.....	18
ARTICLE XIV	HEALTH AND WELFARE BENEFITS .....	18
	Section 1. Health Insurance .....	18
	Section 2. Life Insurance .....	20
	Section 3. Long-Term Disability.....	20
	Section 4. Surviving Spouse Insurance Coverage .....	21
ARTICLE XV	MANAGEMENT RIGHTS.....	21
ARTICLE XVI	VISITATION.....	21
ARTICLE XVII	WORKING CONDITIONS.....	21
ARTICLE XVIII	RATES.....	22
	Section 1. Current Wage Scale .....	22
	Section 2. Wage Differential .....	22
	Section 3. Wage Differential .....	22
	Section 4. Longevity Differential .....	23
	Section 5. Temporary Assignments .....	23
	Section 6. Pay Principles.....	23
	Section 7. Direct Deposit .....	23
ARTICLE XIX	SAVINGS CLAUSE .....	23
ARTICLE XX	PERSONNEL FILES.....	23
ARTICLE XXI	DURATION OF AGREEMENT.....	24
APPENDIX A	AGREEMENT SIGNATURE PAGE.....	25
APPENDIX B	SALARY/WAGE TABLE .....	26

## DEFINITIONS

Whenever the following words are used in this Agreement, they shall refer to the following definitions, unless otherwise stipulated:

**BOARD:**

The Board of Education of Allegany County.

**UNION:**

The Maryland Public Employees Council 67/Local 1633e of the American Federation of State, County and Municipal Employees, AFL-CIO.

**EMPLOYEE:**

Any member of the bargaining unit

**EMPLOYER:**

The Board of Education of Allegany County.

## ARTICLE I

### PURPOSE

This Agreement has as its purpose the promotion of cooperative labor-management relations between the Board and the Union. It is the purpose of this Agreement to promote harmonious relations, cooperation and understanding between the Board of Education of Allegany County, Maryland and the members of the Maryland Public Employees Council 67/Local 1633e of the American Federation of State, County and Municipal Employees, AFL-CIO.

## ARTICLE II

### UNION'S RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

#### Section 1. Recognition

In accordance with Title 6, Subtitle 4, Section 6-402 of the *Annotated Code of Maryland*, the Board recognizes the Union as the exclusive representative of hourly-paid permanent full-time, non-certificated employees in the food service, maintenance, and operations departments, for the purpose of establishing wages, hours and other conditions of employment.

#### Section 2. Dues Check-off

An employee may authorize a salary deduction to pay dues to the Union, and the Board recognizes such authorization as continuing. The Board will forward to the Union within one month by electronic transfer, any dues so collected and will advise the Union within ten days of any cancellations of authorizations for dues deductions. No later than October 31 of the school year the Board will provide the Union with a list of those employees who have authorized dues deduction. Membership lists and bargaining unit lists, including home address, phone number, assignment, and building location shall be remitted at the request of AFSCME via email with a frequency no greater than quarterly. During the employee's probationary period, dues will not be collected.

Each employee who, on the effective date of this Agreement, is a member of the Union, and each employee who elects to become a member, shall maintain membership in the Union unless the following procedure is followed; Between August 15 and September 15 the employee shall notify in writing that they

no longer wish to remain a member of the Union and wish to cease payroll deduction of dues. The Board agrees to notify the Union of such a request within ten (10) days of the date of receipt of written notification from the employee. Requests received outside of the 30 day window mentioned above will be forwarded to the Union for direction in allowing the employee request.

The Union shall indemnify and save the Board harmless against any and all claims, demands, suits, and other liabilities arising from acts of commission or omission by the Union or its agents in respect to the provisions of this item and particularly in reliance of any list, notice or assignment furnished by the Union or its agents under the provisions of this item.

### **Section 3. PAC Deductions**

A. The Board shall make monthly payroll deductions voluntarily authorized by the employees to the P.E.O.P.L.E. The Union shall indemnify and save the Board harmless as stated in Article II, Section 2 of this Agreement.

B. Within the subsequent month, the Board shall forward to the Union an amount equal to the collective deductions for the previous month.

### **Section 4. Credit Union**

A. The Board shall make payroll deductions authorized by bargaining unit employees in accordance with procedures established by the Board in consultation with the Allegany County Teachers Federal Credit Union (A.C.T.F.C.U.).

B. Within the subsequent month, the Board shall forward a check payable to the Credit Union for an amount equal to the collective deductions for the previous month.

## **ARTICLE III**

### **GRIEVANCE PROCEDURE**

#### **Section 1. Definitions**

A. Grievant: A unit member making the claim.

B. Grievance: A complaint by an employee, or, in the event of an action affecting Union rights, the Union, concerning the interpretation, application, or alleged violation of an expressed provision of this Agreement.

#### **Section 2. General Provisions**

A. Both parties agree that the grievance proceeding shall be kept as informal and confidential as may be appropriate.

B. All employer decisions above the first step shall be in writing. If any written reply from the appropriate employer level is not submitted within the allotted time, the grievance remedy shall be considered granted to the aggrieved employee/employees.

If the aggrieved employee/employees fail to appeal any management decision within the allotted time, said decision shall be considered accepted.

Time limits and/or steps may be waived by mutual agreement between both parties.

C. Any grievant has the right of representation by his steward or other Union representation at any step of the grievance procedure.

D. All documents, communications, and records relating to a grievance shall be filed separately from the personnel file of the grievant.

### **Section 3. Procedures**

Step 1. Grievance must be presented in writing within twenty (20) working days after the date of its occurrence or the date on which the conditions causing the grievance became known or they will not be considered. The complaining employee shall discuss any grievance or dispute first with the immediate supervisor as per the aforementioned twenty (20) day period. The immediate supervisor shall endeavor to adjust the matter and shall respond to the employee within ten (10) days of such discussion. Under this step, the immediate supervisor shall mean the head custodian, cafeteria manager, or appropriate foreman.

Step 2. Within ten (10) working days after the discussion with the immediate supervisor, if the grievance has not been satisfactorily resolved, the complaining employee may file a written appeal, with the appropriate supervisor and discuss the grievance with said supervisor within ten (10) working days after the appeal is filed. The supervisor will render a decision within five (5) days of the discussion.

Step 3. Within ten (10) working days after the decision of the supervisor if the grievance has not been satisfactorily resolved, the complaining employee may file a written appeal to the human resources administrator.

Within ten (10) working days of the receipt of the step 2 appeal, the human resources administrator shall schedule a hearing on the grievance.

Written notice of the time and place of the hearing before the human resources administrator or her/his designee, shall be given to the grievant and the Union, at least three (3) days prior to the hearing.

Written notice of the decision rendered as a result of this hearing shall be given to the grievant and the Union within ten (10) working days of said hearing.

Step 4. Arbitration: Any grievance that has been properly filed in accordance with this procedure may be appealed to arbitration by the Union serving written notice to the Board within twenty (20) days following the receipt of the human resources administrator or her/his designee's decision. Following notification the Union and the Board shall attempt to agree upon the selection of the arbitrator. Should the Union and the Board be unable to agree upon an arbitrator within five (5) days following the Board's receipt of the Union's notice to appeal to arbitration, either party (upon written notice to the other party) may request the Federal Mediation and Conciliation Service to furnish a list of not less than five (5) arbitrators, one whom shall be designated by the parties as the arbitrator of the grievance. The request for a list of arbitrators must be made by the Union within five (5) days following the failure of the Board and the Union to agree on an arbitrator. Selection shall be made by the parties alternately striking any name from the list until only one name remains. The final name remaining who is available to serve shall be the arbitrator of the grievance.

The jurisdiction and authority of the arbitrator, her/his opinion and her/his award shall be confined to the provision or provisions at issue in the grievance. The arbitrator shall have no authority to add to, alter, detract from, amend or modify any provision in this Agreement, or to make award which will in any way deprive the Board of any of the powers delegated to it by law. The arbitrator shall hear only one grievance, unless both parties agree otherwise. The arbitrator's decision shall be made within thirty (30) days of the conclusion of the presentation of the case. The arbitrator's award shall be binding upon both parties.

The Union and the Board shall each bear its own expenses in the arbitration proceedings, except that they shall share equally the fee and the other expenses of the arbitrator. The Union and the Board will meet prior to the arbitration hearing to agree on those employees required to be present at the hearings; such appearance will be without loss of pay or benefits to the employees. Should the Union and the Board be unable to agree on those employees required to be at the arbitration hearing, the arbitrator will decide.

#### **ARTICLE IV**

#### **DISCRIMINATION**

**Section 1.** The Union and the Board agree that they will not discriminate as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the employer the responsibility for applying this provision of the Agreement.

**Section 2.** The employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the employer against any employee because of Union membership or because of any employee activity in an official, legal capacity on behalf of the Union.

#### **ARTICLE V**

#### **SENIORITY**

##### **Section 1. Definition**

A. As used in this Agreement the term "seniority" shall mean an employee's length of continuous unbroken service since her/his last date of hire in the Allegany County Public Schools.

B. Upon completion of the probationary period of one hundred and eighty (180) days which is established for new Board employees hired after July 1, 1985, an employee shall acquire seniority computed from the date of hire. After the first ninety (90) days of probation, new Board employees may use earned sick leave and earned vacation days.

C. Seniority list shall be compiled twice yearly and copies for each department sent to each school for posting on the bulletin boards and copies provided to the Union.

D. Employees will terminate their employment and lose seniority for the following reasons:

1. If an employee voluntarily resigns
2. If an employee is discharged for just cause and the discharge is not reversed through the Grievance Procedure
3. If an employee retires
4. If an employee who is on recall, fails to return to work within seven (7) days of written notice of recall by certified letter to the last known address by the employer.

##### **Section 2. Vacancies**

A. The substantive determination of filling vacancies is within the exclusive province of the

superintendent of schools.

1. In the event that there is an opening for a permanent position within the unit, the Board will post notices of such vacancies for a period of at least eight (8) work days on appropriate bulletin boards for current employees. An employee who desires to be considered shall notify the human resources office in writing during the posting period.

2. The vacancy announcement will specify the name of the facility where the opening is located.

3. When an employee is transferred from one site to another, she/he shall maintain full seniority credit and may use seniority as the basis for shift preference. Shift preference shall only be available at the time of transfer or if the workforce at the work site is completely reorganized. Any employee displaced due to an incoming transferred employee exercising shift preference, may elect to use seniority as a basis for shift preference.

B. The substantive determination of filling vacancies is within the exclusive province of the superintendent of schools, and as such, is not negotiable or subject to the grievance procedure.

The superintendent of schools may consider the following steps:

1. In case of a lateral transfer, current employees will be considered for the open position. Successful candidates may be selected based upon job qualifications, previous performance evaluations, and the needs of the system. Written and/or practical examinations may be used to screen applicants.

2. After transfers have been considered and/or completed, positions may be filled within 45 work days after the close of the posting period unless human resources notifies the Union.

#### C. Placement on Wage Scale

##### 1. New Unit Members

The human resources administrator will determine the step placement of new unit members on the wage scale, except for food service. New food service unit members will be placed on Step 1 of the wage scale. The Union will be notified of anyone placed on a step higher than step one.

##### 2. Current Members

a) Promotions within the unit, from one pay classification to higher pay classification, shall be made in such a manner that the employee promoted shall move to the lowest step and grade in the new pay classification necessary to give her/him a pay increase equal to or greater than one step in her/his former pay classification. However, Step 6 is the maximum step to which an individual may move.

b) In the event an employee eligible for a step advancement on the wage scale for the classification she/he is in is to be promoted effective July 1 thru December 31, said employee's salary following promotion shall be computed in accordance with C.2.a. with the employee's salary in the classification from which she/he is being promoted to include the step increase. Those promoted between January 1 and July 1 will follow C.2.a. and will not be eligible for a step advancement for the current promotion year. Step advancements will commence the following year.

#### Section 3. Reduction in Force

The substantive determination in reductions in force is within the exclusive province of the superintendent of schools. Employees with disciplinary issues and unsatisfactory evaluations may be considered first for reductions in force.



**A. General Provisions**

1. Seniority is the deciding factor in reduction in force.
2. Division in this unit shall be Food Service, Maintenance, and Plant Operations, and each division includes those positions as listed on the hourly wage scale.
3. Bumping shall be limited to the department in which the RIF is taking place. An employee may bump into a full-time permanent job in her/his own classification or in another classification at the same or lower rate of pay provided that she/he has sufficient seniority to do so and can meet the minimum qualifications as per the current job description of the positions selected.

If the RIF does not leave an adequate number of positions for all affected employees within a department, those employees may then bump into another department providing she/he has enough seniority with the Board of Education to do so.

If this were to happen, the employee bumping in to a different department would have a period of ninety (90) days to demonstrate proficiency in the new position.

4. When an employee is permanently assigned to a lower-rated pay classification for other than disciplinary reasons or a voluntary move, the employee's current wage rate shall be maintained, except for food service positions.
5. The time limit for voluntary transfer shall be waived for reduction in force only.
6. Employee(s) at any step may decline to bump and will be placed on the recall list.

**B. Reduction in Force (School Closing)**

Should it be necessary to reduce the work force because of a permanent school closing(s) the following steps will be followed:

**Step One:** The affected employee(s) and the Union will be notified in writing within ten (10) days of the decision by the Board to close the school.

**Step Two:** The least senior employee(s) equal in number to those in Step One will be notified of impending furlough no later than fifteen (15) days following the notification of employees at Step One.

**Step Three:** The vacancies created in Step Two will not be filled until all other vacancies are identified as a result of retirements, resignations, or other reasons.

**Step Four:** All such vacancies will be posted no later than ten (10) days prior to the last student day, and any employee may apply for said vacancies providing they possess the needed qualifications. The employee(s) affected at Step One may opt to utilize the reduction-in-force procedure outlined in Article V, Section A-3, if at least four (4) vacancies are not available in their specific classification.

**Step Five:** If any vacancies are still open after Step Four the affected employee(s) in Step Two shall be offered a choice of said vacancies in order of seniority.

**Step Six:** If no vacancies are available, or the affected employee does not take one of the vacancies she/he shall be placed on the recall list.

**C. Reduction in Force (Other Reasons)**

Should it be necessary to reduce or reallocate the work force for reasons other than school closings, the following steps will be followed:

Step One: The affected employee(s) shall be notified a minimum of ten (10) days prior to the reduction-in-force.

Step Two: The affected employee(s) in Step One shall have the right to replace any employee(s) in the same category with less seniority.

Step Three: The affected employee(s) in Step Two shall have the right to replace any employee(s) with lesser seniority in the same category.

Step Four: The affected employee(s) in Step Three shall have the right to replace any employee(s) with lesser seniority in the same category.

Step Five: The affected employee(s) in Step Four shall have the right to replace the employee(s) with the lesser seniority in the same category.

Step Six: The affected employee(s) in Step Five shall be placed on the recall list.

#### **Section 4. Recall**

An employee who has been laid off due to a reduction in the work force will remain on a recall list for a period of two (2) years. As vacancies occur in identical positions from which the employee was laid off, the employee on the recall list will be offered these positions. Failure to accept one of the first two (2) positions offered will result in removal from the recall list. There shall be no right to remain on the recall list, nor to be recalled beyond the second anniversary date of the employee leaving employment due to said reduction in force.

#### **Section 5. Involuntary Transfer**

The substantive determination of involuntary transfer(s) is within the exclusive province of the superintendent of schools, and, as such, is not negotiable or subject to the grievance procedure.

### **ARTICLE VI**

#### **HOLIDAYS**

##### **Section 1. Holidays and Personal Leave Days**

A. The following days shall be recognized and observed as paid holidays for twelve-month employees:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
President's Day	Thanksgiving Day
Good Friday	Day Following Thanksgiving
Easter Monday	Christmas Eve
Memorial Day	Christmas Day
Employee's Birthday	Primary and General Election Days

B. A school food service employee may use up to two (2) days per year without loss of pay and not chargeable to sick leave for emergency situations or urgent business after the employee has exhausted all available personal business days. One (1) of these two (2) emergency/urgent business days may be granted with the prior approval of the food service central office, including allowing six employees of the unit to use one of these days to attend the MSDE sponsored food services convention. The other emergency/urgent business day, or half of a day, may be granted while the employee is on duty and an emergency arises. This leave is approved by the immediate supervisor and noted on the employee

timesheet. In no case will school food service employees be paid for absence immediately prior to or following a school holiday or vacation.

**Section 2. Holiday Leave**

Holiday leave will not be deducted from any other leave earned by an employee.

**Section 3. Holiday Work**

Employees will follow the student calendar in respect to snow make-up days. Twelve month employees may observe the holiday, with approval, or work and be credited with an additional vacation day.

**Section 4. Holiday Hours for Overtime Purposes**

Holidays shall be counted as a day worked for the computation of overtime.

**Section 5. Holidays Occurring on Scheduled Days Off**

Whenever any of the holidays listed above falls on the first scheduled day off during the work week, the preceding work day will be observed as the holiday. Whenever any of these holidays falls on the second of the scheduled days off during the work week, the succeeding work day shall be observed as the holiday.

An employee's birthday may be celebrated on any day within the same month that it actually occurs. The employee must follow the request for vacation procedure.

**ARTICLE VII**

**VACATIONS/RELIGIOUS OBSERVANCES**

**Section 1.** Vacations for twelve-month employees shall be earned annually based on the following schedule:

<u>Length of Service</u>	<u>Days Per Year</u>	<u>Days Per Pay Period</u>
First Year	5	.193
Second Year	10	.385
Third through Ninth Year	15	.577
Tenth through Seventeenth Year	20	.770
Eighteenth Year & Thereafter	25	.962

**Section 2.** Vacation preferences shall be determined on the basis of the wishes of the employee and the needs at the work place. Vacations may be approved during the school year and substitutes provided, if necessary, in order to provide increased flexibility in utilization of vacation. In the event more employees at a work place request leave for the same time than can be spared, vacation preference shall be determined on the basis of seniority. An employee shall schedule at least five (5) consecutive days of vacation per year. An employee may accumulate no more than forty (40) days of vacation as of the end of a pay period. Should an employee have more than forty (40) days accumulated at the end of a pay period, the excess shall be converted to sick leave.

**Section 3.** When all schools and central offices are closed due to inclement weather, food service employees already on duty before the announced closings, must work two hours before leaving. These employees will be compensated for their entire work shift.

**Section 4.** Remuneration at separation for twelve (12) month employees will equal the per diem rate of

pay at the time of separation times the number of unused annual leave days, not to exceed forty (40).

## **ARTICLE VIII**

### **SICK LEAVE**

#### **Section 1. Accrual**

Employees shall accrue sick leave on the basis of one and one half (1.5) days for each full month of creditable service. The entitlement to said sick leave shall accrue on the basis of:

- A. Twelve-month personnel - .693 days per pay period
- B. Ten-month personnel - .682 days per pay period

Ten-month employees may use three (3) of these days for personal business/religious observances. Unused sick leave shall accumulate without limit.

#### **Section 2. Usage**

Sick leave will be available only in the following instances:

- A. Illness or disability of the employee
- B. Required medical examination and/or treatment
- C. Confinement to home because of quarantine, as determined by authorized medical authority
- D. Required medical examination and/or treatment of a member of the employee's immediate family. In the event that more than three (3) consecutive days are needed, the employee must support the request with a doctor's certificate. Members of this unit may use up to five (5) sick days per year for illness in the immediate family.

#### **Section 3. Request for Sick Leave**

If an employee is unable to report for duty because of illness, she/he shall notify her/his immediate supervisor as soon as possible, but not later than prior to her/his starting time, except in emergencies.

Employees who have been granted extended sick leave in accordance with Section 4 below that is anticipated to be in excess of 90 days, unless the employee can provide a doctor note with a projected return to work with no restrictions within an additional thirty (30) days, may be reassigned to a similar position that may be less critical to the needs of the system. During such reassignment, the employee will not suffer loss of pay, and pay shall be frozen until the employee returns to the original, or similarly classified position.

#### **Section 4. Proof of Illness**

Normally, an employee's personal certification will be accepted for an absence of three (3) consecutive days or less. A doctor's certificate is required for any sick leave exceeding three (3) consecutive days. If the employer has reasons to believe that sick leave privileges are being abused, she/he may require the employee to furnish a doctor's certificate for any period of sick leave

After a two week absence, the employee shall supply a doctor's not confirming their absence with a

projected return to work date or next appointment date. An employee misusing sick days shall be terminated. Doctor's notes may be required for each sick day if directed by an administrator.

The Board of Education reserves the right to have an individual off on medical leave be examined by a physician of the Board's choosing at the Board's expense. Failure to submit to a requested examination is grounds for disciplinary action and may result in employee being placed in a non-pay status. The rights guaranteed by the American Disabilities Act shall not be superseded.

#### **Section 5. Retention of Accrued Leave**

Accrued sick leave will be retained in the employee's credit while on the recall list for her/his use if and when she/he is reappointed from a reduction in force or an approved leave of absence. However, accrued sick leave will not increase while an employee is in a non-pay status.

#### **Section 6. Maternity/Child Care**

##### **A. Maternity Leave**

Employees shall, at their request, be allowed to use sick leave for absence due to disability connected with/or resulting from pregnancy. Under this provision, such disability shall be treated as a temporary disability, and the employee must return to work as soon as physically able, unless she resigns or requests a leave of absence. The status of the employee shall be determined by her personal physician.

##### **B. Child Care Leave**

In addition, a female employee shall, at her request, be granted a leave of absence without pay for child bearing and/or child rearing for such period of time as the employee specified, but not to exceed one (1) year beyond the birth date of the child. The human resources administrator shall offer to the employee, upon the expiration of child care leave, the first available position for which she is qualified. Failure to accept one of the first three positions offered to the employee returning from a child care leave, notified by certified mail at the last known address, will result in removal from the recall list.

#### **Section 7. Expiration of Sick Leave**

An employee absent because of illness, who has utilized all available sick leave, will be continued on the basis of a leave of absence without pay until she/he is able to return to work, but not to exceed sixty (60) days beyond the date when her/his sick leave was exhausted. Such an employee shall furnish to the human resources administrator a doctor's certificate attesting to the fact that the employee is able to return to work. An extension beyond the above sixty (60) days will be considered by the human resources administrator in the case of an employee who has been in continuous employment with the Board for a period of five (5) years or more. In such extensions of sick leave on the basis of leave without pay, the employee will be offered a position similar to her/his original position. After one (1) year of extension beyond the date when the employee's sick leave was exhausted, the employee will be placed on the recall list for one (1) year only. As vacancies occur similar to the employee's former position, the employee on the recall list will be offered these positions. Failure to accept the position will result in removal from the recall list.

#### **Section 8. Reimbursement of Sick Leave**

Upon an employee's retirement, she/he shall receive thirty dollars (\$30.00) for each unused day of sick leave accumulated up to one hundred forty (140) maximum or thirty dollars (\$30.00) for each year of service to the Allegany County Public School System, whichever is greater. Only those years of service

and days accumulated while an employee of the Allegany County Public School System are considered for this payment.

The Board shall pay the designated beneficiary (so identified to the teacher/employee's retirement system or teacher/employee's pension system) of an employee who dies while in active service a death benefit of thirty dollars (\$30.00) for each day of her/his sick leave so earned and unused, but not in excess of one hundred forty (140) days, or thirty dollars (\$30.00) for each year of service to the Allegany County Public School System, whichever is greater. Only those years of service and days accumulated while an employee of the Allegany County Public School System are considered for this payment.

## **ARTICLE IX**

### **OTHER LEAVES**

#### **Section 1. Eligibility Requirements**

An employee shall be eligible for limited use of leave upon completion of her/his probationary period. During the probationary period, the following restrictions apply;

- A. Sick Leave- during the first ninety (90) days of the probationary period, an employee may use up to two (2) days of accrued leave without penalty. During the second ninety (90) days of the probationary period, an employee may use another two (2) days of sick leave in addition to any unused sick leave from the first ninety (90) days without penalty. Any additional days used for sick leave during the probationary period will require a doctor certificate.
- B. Vacation Leave- during the first ninety (90) days of employment accrued vacation days may not be used. During the second ninety (90) days, accrued vacation time may be used with supervisor approval with a minimum of one week prior notice.

#### **Section 2. Procedures**

- A. A request for leave shall be submitted in writing by the employee to the human resources office. Save in the case of requests for bereavement and sick leaves, leave requests shall be submitted at least thirty (30) days prior to the commencement of leave. The request, accompanied by any necessary documentation, shall state the reason for the leave request and the length of time of the leave being requested.
- B. The human resources administrator's action on an employee's leave request shall be furnished to the employee in writing.
- C. While on approved leave, an employee shall accrue additional seniority. In the case of an approved leave without pay lasting ninety (90) days or less, the employee will be offered her/his original position at the conclusion of such leave. In the case of an approved leave without pay lasting more than ninety (90) days, the employee will be offered the first available position for which she/he is qualified. An employee on an approved leave without pay is expected to notify the human resources office prior to the expiration of such leave of her/his desire to return to work.

#### **Section 3. Paid Leaves**

- A. Bereavement Leave: An employee may request bereavement leave to attend the funeral of a relative or regular member of their household without charge of leave or loss of pay for any days falling within his/her regular work schedule. Days granted shall be consecutive starting with the next duty day after the date of death of the family member. Maximum days available shall be; Four (4) days for a parent,

spouse, sibling, or son/daughter; Three (3) days for a grandparent, grandchild, of parent-in-law; and one (1) day for any other relative or regular member of the employee's household. In the case of a delayed funeral service, one (1) of the granted days may be postponed to correspond with the date of the service. (In accordance with Policy Manual, bereavement leave can be extended by use of sick leave.)

B. Jury Duty: An employee shall be granted a leave of absence with pay when she/he is required to report to jury duty.

C. Civil Duty: An employee who is required to appear in court may utilize personal business leave or vacation leave, whichever is appropriate, for this purpose. The Board shall grant a leave without pay to any employee campaigning for or serving in public office.

#### **Section 4. Union Business**

A. An employee elected to a Union office or selected by the Union to do work which takes her/him from her/his employment with the employer shall at the written request of the Union be granted a leave of absence without pay for up to two (2) years maximum. Only one employee at a time can be on union business leave.

B. Union officers shall be allowed up to 25 days annually for use in Union business such as conventions and conferences. Substitutes shall be paid by the Union.

C. Substitutes will be hired when needed for members of the Union's negotiating team, not to exceed three (3) members, one from each group during the negotiating period, not to exceed a total of 100 hours. Substitutes will be paid by the Board. Negotiations meetings will be scheduled for 1:00 p.m. unless mutually agreed upon to change the time.

D. On or before December 1 of the final year of the current contract, the Board and the Council will initiate negotiations for the purpose of entering into a successor Agreement for the forthcoming year(s). Both parties will meet before December 15 unless they mutually agree on a later date.

E. If the employer has reason to reprimand an employee, it shall be done in a manner not to embarrass the employee before other employees or the public.

In case of a reprimand, the employee may have present, at his or her request, the AFSCME building representative or designee. If he or she requests the chief steward be present, the meeting will be held in a timely manner.

The chief steward shall be granted released time, without loss of pay, to be present at grievance hearings. If the presence of the chief steward involves transportation to or from the work site, she/he must provide their own transportation.

#### **Section 5. Military Service**

An employee drafted into the Armed Forces of the United States, for a period not to exceed two (2) years, under the terms of the Military Selective Service Act, as amended, shall, upon being honorably discharged from such service, and reporting for work within ninety (90) days after her/his discharge, be offered the first available vacancy in the classification from which the employee was drafted. Seniority shall accumulate during the time spent in such service.

An employee called to active duty with the state militia, national armed forces, or police unit because of emergency will serve such duty without loss of leave, but will not earn sick or vacation leave for each complete calendar month during which he or she performs active military service. The Board of Education will pay each such employee for the first fifteen (15) days of his or her military leave of

absence. Such pay will occur only once in any calendar year and will not occur for an employee on military leave for an entire calendar year.

An employee whose position is operative for the entire calendar year and who is a member of an active reserve unit may participate in required active duty for training without loss of leave or pay.

#### **Section 6. Insurances**

An employee on leave shall be afforded the opportunity to continue payment towards insurance programs. The Board will continue to pay the Board's contribution to this program for the first four months of personal illness leave. The Board will continue to pay the Board's contribution to this program for the first nine months of worker's compensation leave.

### **ARTICLE X**

#### **HOURS OF WORK**

##### **Section 1. Regular Hours**

The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period.

##### **Section 2. Work Week**

A. For custodial employees, the work week shall consist of seven (7) days, including two (2) consecutive days off.

B. For maintenance department employees, the work week shall be Monday – Friday with weekends off unless: (1) an emergency situation exists as determined by the maintenance administration; (2) disruption to the educational program may occur as determined by the school principal with the concurrence of the maintenance administration; or (3) the employer and employees mutually agree to change the schedule.

C. Shift work will depend on: (1) jobs determined by the maintenance administration with input from the appropriate foreman; (2) disruption to the educational program that may occur as determined by the administration; or (3) employees volunteering.

Second shift will not be a permanent shift and will not be utilized on the weekend except for an emergency; however, it may continue until the project is complete.

##### **Section 3. Work Day**

Consecutive hours of work within the 24 hour period beginning at 11:00 p.m. shall constitute the regular work day and shall include a paid half-hour lunch period. Four (4) hour employees' free lunch shall be scheduled on their own time.

##### **Section 4. Work Shift**

Except for certain food service employees, eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.



## **Section 5. Work Schedule**

Work schedules showing the employee's shifts, workdays, and hours shall be posted on the bulletin boards in each facility. Except for emergency situations, work schedules shall not be changed until it has been discussed in advance with the affected employee.

## **Section 6. Rest Periods**

All employees' work schedules shall provide for a 15-minute rest period during each one-half shift. The afternoon 15-minute rest period for maintenance department may be added to the lunch period and shall take place at the work site. The rest periods may be scheduled at the middle of each one-half shift whenever this is feasible and will include time necessary to prepare or procure food.

## **Section 7. Call In Pay**

A. Employees called in to work outside their regular shift shall receive as a minimum three (3) hours at their regular rate. The actual hours worked will be paid at the overtime rate; however, an individual cannot receive both the overtime rate and the regular rate for the same hours.

B. Custodians performing heating systems checks pre-approved by the principal/supervisor during the winter months that are outside of their regular work days/shifts shall receive as a minimum two (2) hours at their regular rate. The actual hours worked will be paid at the overtime rate; however, an individual cannot receive both the overtime rate and the regular rate for the same hours.

## **Section 8. Clean Up Time**

Employees shall be granted a ten (10) minute personal clean up period prior to the end of each work shift. Work schedules shall be arranged so employees may take advantage of this provision; the employer shall make the regular facilities available.

## **Section 9. Reduction of Regular Time**

An employee's regular hours of work shall not be reduced during the term of this Agreement between the Board and the Union until discussions are held between the Board and the Union.

# **ARTICLE XI**

## **OVERTIME**

### **Section 1. Overtime**

Time and one-half (1 1/2) the employee's hourly rate of pay shall be paid for work as follows:

- A. All work in excess of eight (8) hours per day
- B. All work in excess of 40 hours in any week
- C. Any work on a holiday

### **Section 2. Allocation**

Overtime will be paid for work that is assigned and approved by the appropriate supervisor. Opportunities within a particular school or at a work site to work overtime will be rotated among

employees in the classification, so that each of their employees has as nearly equal opportunity as possible for earning extra pay.

## **ARTICLE XII**

### **SAFETY AND HEALTH**

**Section 1.** Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their safety.

**Section 2.** The Union and the Board agree to form a Safety Committee to meet quarterly to address and resolve safety problems as needed. The Committee shall consist of one member from food service, maintenance, and operations, as well as, an administrator from each of the divisions. Topics must be submitted three weeks prior to quarterly meetings. If no topics are submitted, the meeting may be cancelled.

## **ARTICLE XIII**

### **BULLETIN BOARDS AND UNION COMMUNICATIONS**

#### **Section 1. Bulletin Boards**

Bulletin board space within each building, reserved for the use by the Union, will be set aside at a location mutually agreed upon by the building administrator and the Union representative.

#### **Section 2. Courler**

The Union shall be permitted to utilize the school delivery systems for the distribution of official Union notices. The Board reserves the right to examine and refuse delivery of any material it deems libelous or illegal.

## **ARTICLE XIV**

### **HEALTH AND WELFARE BENEFITS**

#### **Section 1. Health Insurance**

A. The Board shall pay eighty percent (80%) of the cost for coverage of each individual enrolled under the Health Care Plan administered by the carrier for the Board. The benefits are those described in the booklet entitled "Health Care Plan". The employee's share of the premium shall be paid by payroll deduction.

B. Should need arise requiring consideration of a change of insurance carrier that fact shall be made known to the Association as promptly as possible. The Association shall be briefed on the circumstances requiring such consideration and shall be allowed to present its views and submit relevant suggestions to the Board.

C. Basic coverages are as follows:

**Point of Service (Managed Care)**

- a. Medical Coverage (for employee and family)
- b. Dental Plan (for employee and family)
- c. Vision Plan (for employee and family)
- d. Retail Prescription – Formulary Plan \$13 (generic)/\$20 (formulary)/\$30 (non-formulary)/\$30 (specialty) per prescription or refill (up to 30 day fill) with mandatory generic or prior authorization (for employee and family)
  - Mail/Home Delivery Prescription – Formulary Plan \$26 (generic)/\$40 (formulary)/\$60 (non-formulary)/\$60 (specialty) per prescription or refill (up to 90 day fill) with mandatory generic or prior authorization (for employee and family)
- e. Physician office visit co-pay - \$25 (unless preventive care as defined by Affordable Care Act)
- f. Emergency room co-pay - \$100

D. Table A contains an outline of the deductibles and basic coverages.

Specific coverages have individual maximums. See Health Care Plan for specific coverages, exclusions, and limitations.

**TABLE A**

**Point of Service Plan**

<b>Coverage at a Glance</b>	<b>In Network</b>	<b>Out of Network</b>
Individual Annual Deductible	\$150	\$300
Family Annual Deductible	\$300	\$900
Individual Annual Out-of-Pocket Maximum	\$3,000	\$3,000*
Family Annual Out-of-Pocket Maximum	\$6,000	\$6,000*
Pre-existing Condition Limitation	No	No
Annual Maximum	Unlimited	Unlimited
PCP Referral Required	No	No

\* Plus amounts in excess of the maximum reimbursable charge and non-compliance penalties.

#### **E. Retiree Insurance Benefit Plan**

The Board shall contribute to a plan entitled "Retiree Insurance Benefit Plan," hereafter referred to as the "Plan." The purpose of the Plan is to provide money to eligible retirees, which may include other employees and members from other employee groups for defraying health insurance costs after retirement. The terms of the 2006-2009 Agreement shall remain in force until a non-revocable trust can be established. The trust shall contain the provisions of the 2006-2009 Agreement and shall be modified by the trustees based on the needs of the trust. It is further agreed that when the trust committee is formed it shall be comprised of five (5) Union representatives and five (5) Board representatives. The Union representatives shall be two (2) appointed by ACTA, and one each from AFSCME, ACESC and APSASAC. The language concerning the formation of the trust committee will be removed from the Agreement once the trust is established.

The Board of Education agrees to provide a sum total of \$928,857 for the 2016-2017 school year; and thereafter.

The cost of establishing the Plan and the administrative expenses of the Plan shall be deducted from the contributions to the Plan.

#### **BENEFIT PROVISIONS**

Payment of benefits will be paid on a sliding scale based on years of service as follows:

- 30 years or more service will receive 100% of available benefit 25 years but less than 30 years will receive 85% of available benefit
- 20 years but less than 25 years will receive 70% of available benefit
- 15 years but less than 20 years will receive 55% of available benefit

Years of service may include up to a maximum of five (5) years of military service.

#### **Section 2. Life Insurance**

The Board shall participate in a contributory group term life insurance program. The insurance contract shall provide for death benefits of \$50,000 for each employee payable to her/his designated beneficiary and an option to purchase additional coverage in \$5,000 units up to a maximum of \$50,000 additional insurance at the employee's expense. After July 1, 1996, employees may only increase their optional coverage a maximum of \$5,000 per year after their initial enrollment, during the period May 1 to May 15 each year, on a guaranteed issue basis, with an effective date of the following July 1. However, the approval of additional death benefits may be subject to medical underwriting approval. The Board shall pay seventy-five percent (75%) of the premium for each enrolled employee for the \$50,000 basic coverage. To be eligible for coverage, an employee must be employed for not less than thirty (30) hours weekly. The employee's share of the premium shall be paid by payroll deduction.

The Board shall consult with the Union concerning carriers, but reserves the right to choose the company so as to insure that one carrier underwrites all group life insurance.

#### **Section 3. Long-Term Disability**

The Board shall participate in a contributory group long-term disability insurance program. The insurance contract shall provide for a benefit of at least sixty per cent (60%) of the employee's gross salary, but not more than seventy per cent (70%) when added to other employee benefits. It shall also provide for a four-month waiting period before benefits begin. The Board shall pay seventy-five percent (75%) of the premium for each enrolled employee. To be eligible for coverage, an employee must be employed for not less than thirty (30) hours weekly. The employee's share of the premium shall be paid

by payroll deduction.

**Section 4. Surviving Spouse Insurance Coverage**

In case of the death of an employee, who has been employed full-time by the Board of Education for twelve (12) years or longer, the surviving spouse shall have the option of continuing the health insurance plan provided by the Board of Education. Additional dependents may not be added to the plan after the employee's death. The full cost of the premium is to be paid by the surviving spouse.

**Section 5.** All members of the bargaining unit shall enjoy equal opportunity to participate in any insurance benefit equal to any other bargaining unit of the Board of Education of Allegany County.

Coverages are not automatic, an employee must enroll; employees regularly working fewer than thirty (30) hours weekly are not eligible for enrollment. Employee's share of premium is by payroll deduction.

**ARTICLE XV**

**MANAGEMENT RIGHTS**

Subject to the express terms and conditions of this Agreement and to the provisions of Article 77 of the *Annotated Code of Maryland*, it shall be the exclusive function of the Board of Education and the superintendent of schools to determine the mission of the county public education system and to operate the affairs and direct the personnel of the public school system in all aspects, including but not limited to the standard of service to be offered, the efficiency of administration, the methods, means and personnel by which such operations are to be conducted; the right to discipline, and to issue rules, policies, procedures and regulations and take whatever actions are necessary to carry out the mission of the county public education system for which they are responsible and which is entrusted to them.

**ARTICLE XVI**

**VISITATION**

The Board agrees that accredited representatives of the American Federation of State, County and Municipal Employees whether local Union representatives, districts council representatives, or international representatives, shall have access to the premises of the Board provided notice of visitation is given to the central office and the visitation does not interfere with the work process. Union representatives employed by the Board must have approval of A & S supervisor in order to leave assigned duties, in order to conduct Union business on work time.

**ARTICLE XVII**

**WORKING CONDITIONS**

**Section 1.** The employer will provide uniforms for food service employees.

**Section 2.** The employer will furnish adequate rain gear and uniforms to maintenance employees, operations foreman, operations specialists, operations warehouse/drivers, and courier driver. The uniform provided will consist of 3 pairs of trousers and 3 shirts, or acceptable substitutes or alternatives as determined by the employer, per fiscal year. For school based permanent custodial employees, who have completed their probationary period, the Board will initially provide five (5) Board approved shirts and provide the employee the option of receiving an additional three (3) shirts annually. The employee will be

responsible for cleaning the uniform. Uniforms must be worn while on duty.

**Section 3.** The employer will furnish appropriate gloves to employees in certain classifications in certain quantities as follows: six (6) pairs per year to dishwashers, two (2) pairs per year to cleaners, and two (2) pairs per year to boiler operators. To receive a new pair, the old pair must be turned in.

**Section 4.** An annual tool allowance of \$80.00 will be provided to all maintenance employees who are required to furnish their own implements. Eligible employees will receive their allowance as a taxable addition to their second pay of the fiscal year. During each year of this Agreement, the COLA increase shall apply to the tool allowance.

**Section 5.** If an employee is required to have a CDL in the performance of their job, the Board shall pay for the renewal of such license and grant the employee time off with pay to renew the license.

## ARTICLE XVIII

### RATES

#### **Section 1. 2020-24 Wage Scale**

A pay scale for FY21 is attached as Appendix A to this Agreement.

The salaries, longevity, and compensation rates for the FY21 shall be the same as the FY 20 increased by two percent (2%).

The salaries, longevity, and compensation rates for FY 22 shall be increased by one percent (1%).

The salaries, longevity, and compensation rates for the FY 23 shall be increased by one percent (1%).

The salaries, longevity, and compensation rates for the FY 24 shall be increased by one percent (1%).

For FY 22, 23 and 24 AFSCME Local 1633 and the Allegany County Board of Education will meet, no later than February 15<sup>th</sup> each year, to discuss the possibility of an additional wage benefit above the one percent (1 %) already agreed upon.

If, during the duration of this agreement, another bargaining unit or non-union employees receive an increase larger than what was negotiated and agreed upon by AFSCME Local 1633, members of AFSCME Local 1633 will receive an equal increase.

This shall include any stipend, bonus or monetary increase provided to other groups; however, this shall exclude any stipend, bonus, or monetary increase to a specific group or to individual job titles/categories that is mandated by legislation (i.e Kirwan Funding for teachers).

#### **Section 2. Wage Differential**

A wage differential of forty-two (42) cents per hour shall be paid to employees who start a regular daily work shift at or after 2:00 p.m. and prior to 11:00 p.m.

#### **Section 3. Wage Differential**

A wage differential of fifty-seven (57) cents per hour shall be paid to employees who start a regular daily work shift at or after 11:00 p.m. and prior to 5:00 a.m.

**Section 4. Longevity Differential**

Longevity is based on the number of years completed as of June 30.

A longevity differential of six hundred eighty three (\$683) dollars per year shall be paid to employees who have completed ten (10) years of service. Employees who have completed fifteen (15) years will receive one thousand three hundred sixty seven (\$1367) dollars and two thousand fifty (\$2050) dollars for those employees who have completed twenty (20) years of service.

**Section 5. Temporary Assignments**

An employee who has completed her/his probationary period and who is temporarily transferred to a job classification in a higher pay grade than her/his regular classification shall be paid for all hours worked at the higher pay grade at her/his current step.

**Section 6. Pay Principles**

Food Service personnel will have their rates initially adjusted (up or down as appropriate) at the beginning of the Agreement, and each successive Agreement, by using a formula which may contain several components, some of which may include the size of the school and the number of meals being served. If a change in student population, such as redistricting, occurs during the term of the Agreement, or a decline in a la carte sales, the Board reserves the right to adjust rates according to the formula.

**Section 7.** All employees shall be paid via direct deposit effective July 1, 2003.

**ARTICLE XIX**

**SAVINGS CLAUSE**

In the event any article, section or portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific article, section or portion thereof specifically specified in the Court's decision; and upon issuance of such a decision, the employer and the Union agree to negotiate within ten (10) days a substitute for the invalidated article, section or portion thereof.

**ARTICLE XX**

**PERSONNEL FILES**

- A. An employee shall have the right upon written request and appointment, to review the contents of her/his personnel files and to receive a copy of any material contained therein.
- B. An employee shall be entitled to have her/his representative accompany her/him during such review.
- C. Letters of reference shall not be considered a part of the personnel file that may be reviewed.
- D. Employees will be given an opportunity to respond to all job evaluations on the appropriate form.

## ARTICLE XXI

### DURATION OF AGREEMENT

#### Section 1. Effective Period

- A. Except or otherwise provided herein, all provisions of this Agreement shall be effective July 1, 2020 and shall remain in full force and in effect until June 30, 2024.
- B. Effective July 1, 2020 the compensation set forth in Article XVIII shall be increased by two percent (2 %). If eligible, employees will advance one step. There will be no increase in health care premiums or change in plan design for FY 21.
- C. Effective July 1, 2021 this agreement will remain in full force. Either side may request to meet and discuss Article V, Health Benefits and/or Article XVIII, Compensation.
- D. Effective July 1, 2022 this agreement will remain in full force. Either side may request to meet and discuss Article V, Health Benefits and/or Article XVIII, Compensation.
- E. Effective July 1, 2023 this agreement will remain in full force. Either side may request to meet and discuss Article V, Health Benefits and/or Article XVIII, Compensation.

\*All negotiations on monetary items are contingent on the availability of funds from all funding authorities as per the Annotated Code of Maryland 6-408.1



Appendix A

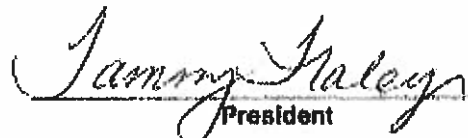
**AGREEMENT**  
**Between The**  
**Board of Education of Allegany County**  
**and**  
**Local 1633e,**  
**American Federation of State, County and Municipal Employees**  
**a/w Maryland Public Employees Council 67**  
**2020 - 2024**

It is hereby further agreed between the parties that these Amendments shall become effective upon their ratification by both parties. The foregoing Agreement for 2020 - 2024 is hereby ratified this 9th day of July, 2020.

**Local 1633e,**  
**American Federation of State, County and Municipal Employees**  
**a/w Maryland Public Employees Council 67**

  
\_\_\_\_\_  
President

**Board of Education of Allegany County**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Superintendent of Schools

## Appendix B

### Board of Education of Allegany County 2020-2021 Hourly Wage Scale Plant Operations, Maintenance, Food Service

		<u>Base Rate</u>						<u>Longevity</u> Add to individual base rate		
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	After 10 Years	After 15 Years	After 20 Years
<b>PLANT OPERATIONS DIVISION:</b>										
Head Custodian I	(8 hr-12 mo.)	15.10	16.01	16.96	17.99	19.05	20.39	0.32	0.65	0.97
Head Custodian II	(8 hr-12 mo.)	14.27	15.12	16.05	17.00	18.03	19.28	0.32	0.65	0.97
Head Custodian III	(8 hr-12 mo.)	13.49	14.29	15.14	16.07	17.02	18.23	0.32	0.65	0.97
Head Custodian IV	(8 hr-12 mo.)	12.74	13.51	14.30	15.17	16.09	17.23	0.32	0.65	0.97
Custodian	(8 hr-12 mo.)	12.24	12.98	13.76	14.59	15.44	16.57	0.32	0.65	0.97
Courier Driver	(8 hr-12 mo.)	13.45	14.26	15.11	16.03	16.98	18.19	0.32	0.65	0.97
Warehouse/Driver	(8 hr-12 mo.)	13.72	14.52	15.37	16.31	17.28	18.50	0.32	0.65	0.97
Warehouse/Driver	(8 hr-200 days)	13.72	14.52	15.37	16.31	17.28	18.55	0.42	0.84	1.28
Specialists	(8 hr-12 mo.)	15.84	16.78	17.80	18.85	19.99	21.36	0.32	0.65	0.97
Foreman	(8 hr-12 mo.)	16.01	16.96	17.99	19.05	20.20	21.58	0.32	0.65	0.97
<b>MAINTENANCE DIVISION:</b>										
Foreman	(8 hr-12 mo.)	17.00	17.95	18.99	20.08	21.21	22.60	0.32	0.65	0.97
Grade I	(8 hr-12 mo.)	16.08	16.98	17.95	18.98	20.07	21.36	0.32	0.65	0.97
Grade II	(8 hr-12 mo.)	15.24	16.12	17.02	17.99	18.99	20.27	0.32	0.65	0.97
Grade III	(8 hr-12 mo.)	14.48	15.26	16.14	17.05	18.02	19.19	0.32	0.65	0.97
Cust/Warehouseman	(8 hr-12 mo.)	14.67	15.49	16.36	17.27	18.27	19.49	0.32	0.65	0.97
<b>FOOD SERVICE DIVISION:</b>										
Manager										
Grade I	(8 hr-180 days)	14.71	15.60	16.52	17.50	18.57	19.90	0.45	0.90	1.32
Grade II	(8 hr-180 days)	13.72	14.52	15.37	16.31	17.28	18.57	0.45	0.90	1.32
Grade III	(8 hr-180 days)	12.88	13.44	14.25	15.10	16.02	17.21	0.45	0.90	1.32
Head Cook	(8 hr-180 days)	13.21	13.21	14.01	14.84	15.74	16.93	0.48	0.93	1.42
Assistant I	(6 hr-180 days)	12.52	12.62	13.25	14.07	14.91	16.14	0.63	1.27	1.86
Assistant II	(6 hr-180 days)	12.20	12.20	12.93	13.73	14.56	15.73	0.63	1.27	1.86
<b>SHIFT DIFFERENTIAL:</b>		<b>LONGEVITY: (Converted to hourly rates above)</b>								
2:00 PM to 10:59 PM	.42 per hour	After 10 Years Service						\$683		
11:00 PM to 4:59 AM	.57 per hour	After 15 Years Service						\$1,367		
		After 20 Years Service						\$2,050		



**We Make America Happen**

**AFSCME  
LOCAL 553**

**COLLECTIVE BARGAINING AGREEMENT WITH**

**THE  
MAYOR AND CITY COUNCIL  
CUMBERLAND**

*March 1, 2016 through February 28, 2021*

## TABLE OF CONTENTS

**PREAMBLE**

<b>ARTICLE</b>	<b>PAGE</b>
I Purpose .....	5
II Impasse .....	5
III Union Recognition & Union Security .....	6
IV Grievances & Arbitration Procedure .....	7
V Union Stewards & Union Representation .....	10
VI Discrimination .....	11
VII Seniority .....	12
VIII Holidays with Pay .....	17
IX Vacations .....	18
X Sick Leave .....	21
XI Other Leave .....	23
XII Military Training Leave .....	25
XIII Military Service .....	25
XIV Leaves of Absence .....	25
XV Hours of Work .....	27
XVI Overtime .....	29
XVII Safety & Health .....	31
XVIII Bulletin Boards .....	32
XIX Health & Welfare .....	32
XX Visitation .....	36

<b>XXI</b>	<b>Working Conditions</b>	<b>.....36</b>
<b>XXII</b>	<b>Salary &amp; Wage Rates</b>	<b>.....37</b>
<b>XXIII</b>	<b>Travel Allowance</b>	<b>.....39</b>
<b>XXIV</b>	<b>Contracting &amp; Subcontracting of P. Works</b>	<b>.....40</b>
<b>XXV</b>	<b>Parking</b>	<b>.....40</b>
<b>XXVI</b>	<b>Management &amp; Responsibility</b>	<b>.....40</b>
<b>XXVII</b>	<b>Retirement &amp; Deferred Compensation</b>	<b>.....41</b>
<b>XXVIII</b>	<b>Termination, Change or Amendment</b>	<b>.....41</b>
<b>XXIX</b>	<b>Invalidation</b>	<b>.....41</b>

## **P R E A M B L E**

**THIS AGREEMENT, MADE AND EXECUTED IN DUPLICATE, THIS 15<sup>th</sup> day of March, 2016, by and between the MAYOR AND CITY COUNCIL OF CUMBERLAND, a municipal corporation of the State of Maryland, hereinafter known as "Employer," and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL #553, hereinafter referred to as "Union".**

### **W I T N E S S:**

**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, THIS AGREEMENT WITNESS:**

**That, 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 masculine gender is used, it shall be deemed to include the feminine gender.

## **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 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) 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) 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, 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 shall become members of the Union upon completion of their probationary period.

## **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 been 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 been 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 agreement, termination of an employee, and citing specific section and article of contract, 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 procedure 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 and 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:**

(a) 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, (5) Wastewater Collection, (6) Technical Services, (7) Water Treatment Plant, (8) Wastewater Treatment Plant and (9) Parks and Recreation. 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. 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 six (6) months unless extended by written agreement of the employee and the Employer, said extension not to exceed three (3) months.

Before appointment is made complete, a probationary employee may be discharged without the consent of the employee or bargaining unit; provided, however, that each probationary employee shall be reviewed at ninety (90) day intervals for permanent employment.

(b) 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. Seniority shall begin as of the first day of probationary employment. Seniority shall not be assigned until after the satisfactory completion of the probationary period, which shall be six (6) months.

(c) Before initial appointment is made complete, a probationary employee may be discharged without the consent of the employee or the bargaining unit; provided, however, that each probationer be reviewed at ninety (90) day intervals for permanent employment.

**SECTION 2:**

(a) In the case of promotions for all non-Clerical/Technical members, the employee promoted shall serve a “promotion probationary period,” not to exceed twenty (20) working days in order for said promotion to become final.

(b) In the case of promotions for all Clerical/Technical members of the bargaining unit, the employee promoted shall serve a “promotion probationary period,” not to exceed fifty (50) working days in order for said promotion to become final.

(c) Clerical/Technical employees may within fifty (50) working days of receiving a promotion voluntarily elect to re-claim their old positions. In recognition of such an event, it is agreed and understood that any employee(s) appointed to or promoted to a position vacated by an employee who in turn is promoted as specified above shall not be eligible for having their appointment or promotion considered final until the first promoted employee’s promotion is determined final.

**SECTION 3:**

(a) Employees shall lose their seniority standing upon voluntary resignation 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.

**SECTION 4:**

(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) Trades and Labor employees shall be provided forty-eight (48) hours' notice of layoff;
- (2) Clerical/Technical employees shall be provided twenty-four (24) hours' notice of layoff;
- (3) 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;
- (4) Clerical/Technical employees must possess the ability, skills, knowledge, and qualifications as determined by the Employer and detailed in the specified job descriptions; and
- (5) Employees shall be recalled according to standing in (a) above, in the inverse order of lay off. 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 4 (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 4(a) in any other branch.

(c) Any employee exercising the replacement rights under Section 4(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 5:** The following Section 5 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) **Employees hired prior to July 1, 1996:** Employees serving in an acting capacity or an employee receiving a permanent promotion to a higher grade shall be placed in the same step in the higher grade as currently occupied by a Local 553 member.

**Employees hired after July 1, 1996:** An employee serving in an acting position or an employee receiving a promotion to a higher grade shall be placed in the same step of the higher grade.

(f) Temporary assignment shall be for a period of no longer than ninety (90) work days unless mutually agreed to by the parties.

(g) 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 6:** The following Section 6 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 receive one step in pay higher than is being currently received, or the minimum rate for the higher classification, whichever is greater.

**SECTION 7:**

(a) 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 within ten (10) days following the actual occurrence of the vacancy. 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 within ten (10) days following the deadline for application. An award shall be made within ten (10) days 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 8:** The agreed-to seniority lists shall be brought up-to-date on July 1<sup>st</sup> and January 1<sup>st</sup> of each year and posted on the employees' bulletin boards. Such lists shall contain

dates of hire, classification, and branch. Copies of the seniority lists shall be sent by mail to the Secretary and President of the Union.

**SECTION 9:** 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
- Martin Luther King's Birthday (Third Monday in January)
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day (July 4<sup>th</sup>)
- Labor Day
- Columbus Day
- General Election Day
- Veteran's Day
- Thanksgiving Day and the following day
- Christmas Day
- Employee's 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 4<sup>th</sup>), Christmas Day or New Year's Day fall on Tuesday, the preceding Monday shall be granted as a holiday; when Independence Day (July 4<sup>th</sup>), 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, Filtration Plant, and Water Servicemen, all holidays shall be granted as vacation days and taken in accordance with the usual branch procedure. Employees in a continuous operation at the Wastewater Treatment Plant, the Filtration Plant, and Water Servicemen, 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.

**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.

**SECTION 6:** All members of the bargaining unit shall enjoy equal opportunity to participate in any holiday benefit at least equal to those presently realized, as negotiated or given to other bargaining units of the City. The members of the bargaining unit will not suffer a reduction in holiday benefits in the event that reduction takes place in another bargaining unit. This Section shall be of no further force and effect effective March 1, 2019.

## **ARTICLE IX** **VACATIONS**

**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) **Hired prior to July 1, 1996.** 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:

- 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.

- When an employee is hired in the period January 1 to June 30, he shall earn five (5) days of vacation during the first fully completed fiscal year. When an employee is hired in the period July 1 to December 31, he shall begin earning vacation at the rate of ten (10) days during the first fully completed fiscal year.

■	Second Fiscal Year.....	10 days
■	Third through Fourth Fiscal Year.....	15 days
■	Fifth through Ninth Fiscal Year.....	20 days
■	Tenth through Twenty-fourth Fiscal Year...	25 days
■	Twenty-five years and above.....	30 days

(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:

- 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.

- 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.

■	Second Fiscal Year.....	10 days
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- Third through Fourth Fiscal Year..... 15 days
- Fifth through Ninth Fiscal Year 20 days
- 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. A ten (10) day notice to the supervisor (*except in an unanticipated emergency*), is required for five (5) or more consecutive working days vacation, and in accordance with annual vacation scheduling per branch procedures For less than five (5) consecutive working days' vacation, a twenty-four (24) hour notice is required (*except in an unanticipated emergency*). An employee may use more than a full week's vacation as follows:

- (1) In any fiscal year, up to ten (10) days may be used in increments of one-day-at-a-time, or any combination thereof, provided five (5) of the ten (10) days may be utilized in two (2) increments of four (4) hours each.

(b) For Clerical/Technical members of the bargaining unit, the following shall apply:

- (1) Upon prior notice to the Supervisor (*except in an unanticipated emergency*) and in accordance with annually established branch procedures, a Clerical/Technical employee may use vacation by taking increments of no less than one (1) hour at a time.
- (2) Vacation notice requirements shall be arranged by each branch for employees in said branch covered under this Agreement, and such notice requirement shall be propagated within fifteen (15) days of the start of the fiscal year. Approval of requested vacation shall not be unreasonably withheld.

**SECTION 3:** Vacation preference shall be determined on the basis of branch seniority.

**SECTION 4:** Any reservation costs incurred by employees through rescheduling their vacations 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:**

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

(b) Clerical/Technical members of the bargaining unit do not receive parity with regard to vacation schedules.

**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:** 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 2:**

(a) Sick leave shall be granted to an employee when incapacitated by sickness or for medical examination or treatment.

(b) Clerical/Technical members of the bargaining unit, if necessary, shall be eligible to use up to two (2) hours for a physician, dental and/or optical appointment, which time shall not be charged to sick or other leave. Verification of the appointments and

attendance there (*should include the time required*) shall be supplied by the employees to their supervisors.

**SECTION 3:**

(a) 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. Management may require that the employee produce a doctor's certificate for less than two (2) days if it appears that the employee is abusing sick leave.

(b) 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; except that an employee producing a doctor's certificate for a bona fide medical appointment shall not have such use of sick leave accounted against the aforementioned four absences. Employees must inform their supervisors of the length of time they will be off work – "if known." The doctor's certificate will state the employee's fitness for duty.

(c)

1. Until June 30, 2016, the membership will have the ability to sell-back three (3) days of pay from their sick leave if no time is used in a rolling twelve-month period. If any sick leave is used, then the three-day sell-back will not occur until the employee has completed twelve months without use of sick leave. The Non-Clerical/Technical employees will be allowed up to two (2) hours for medical appointments that are charged to sick leave that will not affect the sell-back.
2. Effective July 1, 2016, 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.

(d) The Non-Clerical/Technical employees will be allowed up to two (2) hours for medical appointments that are charged to sick leave that will not affect the bonus.

(e) Employees may not claim sick leave while on scheduled vacation leave.



**SECTION 4:** In the case of an extended sickness where an employee has exhausted accumulated sick leave, all unused vacation 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.

**SECTION 5:** A list of the applicable branch's employees shall be posted annually, designating the employee's names and accumulated sick leave.

**SECTION 6:** In addition, employees shall be entitled to receive payment of up to, but not to exceed, 86 days of unused sick leave accumulated to their credit at the time of retirement from City employment with four (4) months prior notice of retirement date. Everyone else will be pro-rated. Exceptions may be granted on a case-by-case basis by the City Administrator.

## **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.

- Five (5) working days shall be granted in the death of spouse, child, stepchild, stepparent, grandchild, and parent of the employee.

- 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, step brother and step sister.

- 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 pall bearer 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. 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. 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.

**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 will be granted leave with full pay.

**SECTION 6:** Starting July 1, 2016, 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 give their branch managers no less than twenty-four (24) hours advance notice of the use of personal days.

In addition to the personal days provided for in the first paragraph of this section, employees hired in fiscal year 2015 or earlier shall be deemed to have accrued two (2)

personal days through the end of fiscal year 2016. Employees hired in fiscal year 2016 shall be deemed to have accrued one (1) personal day through the end of fiscal year 2016. The accrued personal days addressed in this paragraph must be used by June 30, 2018 or they will be deemed to have been waived.

**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 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:

- the position became or remained open during the employee's leave and it is still open at the time the employee returns from leave; and
- the employee requests assignment to the higher rated position within ten (10) days after returning from an educational leave; and
- 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, work days 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:**

1. The following Section 7-1 shall apply to members of the bargaining unit other than Clerical/Technical:

(a) 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.

(b) 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. Lunch may be taken at the job site or the nearby restaurants. 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.

2. Clerical/Technical members of the bargaining unit shall be granted a lunch period of 60 minutes, as scheduled by the departmental supervisor.

3. The following shall apply to all members of the bargaining unit:

(a) An employee required to work more than three (3) hours beyond his regular shift will be given time off for a meal period, not to exceed one half (1/2) hour, without loss of pay. A meal allowance, not to exceed Eight Dollars (\$8.00) shall be given to each employee on the next pay check following the period of working overtime.

(b) If an employee is called into work after the end of his shift, he shall be entitled to a meal break after four (4) hours of work and a meal allowance, not to exceed Eight Dollars (\$8.00).

(c) An employee called in one (1) hour or more prior to the regular work shift shall be given a meal allowance. However, if an employee is called in three (3) hours or more prior to the regular work shift, he shall be given one half (1/2) hour off for meal period, without loss of pay, in addition to the regularly scheduled meal break. A meal allowance in the amount of Eight Dollars (\$8.00) shall be given to such employee for each meal, except that at the time of the second meal, such employee shall be given the option of returning home in lieu of a meal allowance for that meal.

(d) Employees called out to work on a non-work day (*i.e. Saturday, Sunday or holiday*) will be entitled to a one half (1/2) hour meal after completing five (5) hours of work. Employees who are prescheduled eight (8) hours or more in advance shall provide their own lunches.

#### **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 (1 ½) 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 (1 ½) until he/she completes two and one half (2 ½) 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 (1 ½) 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 (1 ½), employees who are called out (*non-scheduled overtime*) for a period that exceeds two and one half (2 ½) hours will receive, in addition to the one and one half (1 ½) 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 (1 ½) the employee’s hourly rate of pay shall be paid for work under any of the following conditions:

- all work performed in excess of eight (8) hours in any workday;
- all work performed on Saturdays, except where this is a scheduled day of work;
- 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) No employee shall be permitted to work more than sixteen (16) hours in any one (1) calendar day.

(c) Time and one half (1 ½) shall be paid for the sixth (6<sup>th</sup>) consecutive workday and double-time for the seventh (7<sup>th</sup>) 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 members of the Union have been asked to work. 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:** 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 hour's overtime equivalent to that which he would have worked, but refused.



**SECTION 6:**            *Compensatory Time.*

(a)    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..

(b)    An employee can accumulate up to eighty (80) hours of compensatory time.

(c)    Such compensatory time shall be scheduled in accordance with normal branch procedures for the scheduling of vacation.

(d)    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.

(e)    Compensatory time may only be used in hourly increments.

**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 one calendar day; 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:**

(a)    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.

(b)    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.

(c) 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 hospital insurance coverage with a portion of the premium paid by the Employer. If this medical and hospital 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 hospital and medical 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 Hospital Insurance 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**

<b><u>HIGH OPTION</u></b>	<b><u>City Percentage</u></b>	<b><u>AFSCME Percentage</u></b>
Individual	85%	15%
2 Party	85%	15%
Family	85%	15%

<b><u>LOW OPTION</u></b>	<b><u>City Percentage</u></b>	<b><u>AFSCME Percentage</u></b>
Individual	97%	3%
2 Party	97%	3%
Family	97%	3%

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:** The City further agrees to provide prescription drug program coverage for the employee, either full time or retired under the age of Medicare eligibility and any family members for whom coverage is elected in accordance with Section 2 of this Article. 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 health and hospitalization insurance premiums for retired employees of Local #553, the following understanding shall prevail:

■ 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 and Hospital Insurance 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 \$225.00 to the individual's premium with the cost difference between the 2-party and family plan being paid by the individual. The \$225.00 shall increase by the cost of living percentage provided in Article XXII of this agreement. Those employees who are unable due to either not enough years of service or age by October 1, 2003 but would be able to do so by April 1, 2004 shall be able to participate in the pre-October 1, 2003 co-pay scenario by filing a letter by October 1, 2003 in the Human Resources Office stating their intent to retire on a date certain but no later than April 1, 2004.

**SECTION 7:** An employee shall be eligible for reimbursement of up to Two Hundred Dollars (\$200.00) for 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 \$150.00, per twelve-month period 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.

**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 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 bi-weekly.

**SECTION 3:** Effective the date of this Agreement, employees covered by this Agreement shall receive a two-percent (2%) 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 the one (1) year anniversary of this Agreement, said employees shall receive a two percent (2%) cost of living adjustment. Effective the two (2) year anniversary of this Agreement, said employees shall receive a two percent (2%) cost of living adjustment. The Employer shall not be deemed to have violated any parity provisions in this Agreement by providing cost of living adjustments and/or stipends equaling up to two percent (2%) per year to the employees of any or all of the other bargaining units in the Employer's fiscal years 2017, 2018 and/or 2019.

**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	\$625.00	\$625.00	\$625.00	\$625.00	\$625.00

**SECTION 7:** Upon the request of the Union, said request to be made in writing no later than 120 days prior to the end of the third and fourth year of this Agreement as applicable, the parties will hold reopener negotiation sessions to address the issue of wages and economics for the fourth and fifth year of the Agreement. The reopener session for the shall begin no later than ninety (90) days prior to the commencement of the fourth or fifth year, as applicable, and shall conclude no later than fifteen (15) days prior to the commencement of the applicable year.



**SECTION 8: Parity.**

(a) **Parity.** If all of the members of any bargaining unit other than the Union receive a cost of living adjustment or stipend in excess of those provided for in Section 3 of this Article, the members of the Union shall be entitled to no less than the same cost of living adjustment or stipend. For the purpose of this section and Section 3 of this Article only, Employer's non-union employees shall be deemed to be a bargaining unit. Effective February 28, 2019, this Section 8(a) shall be of no further force and effect.

(b) **Dismissal of Parity Pay Lawsuit.** The Union initiated a lawsuit against Employer in the Circuit Court for Allegany County, Maryland in *American Federation of State, County and Municipal Employees Local 553 v. City of Cumberland, Maryland*, Case No. 01-C-15-042289 predicated upon a violation of the parity provisions relative to "wage enhancements" set forth in an alleged agreement dated December 2009 between the Union and the Employer. Upon the execution of this Agreement, the Union shall cause this lawsuit to be dismissed with prejudice. Further, the Union agrees that there have been no breaches of that alleged agreement as of the date of this Agreement and it waives and releases any and all claims, grievances, actions, causes of action, suits at law or in equity, of whatsoever kind or nature, arising out of or in any way related to the aforesaid alleged agreement. Further, the alleged agreement shall be of no further force and effect.

**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 March 1, 2016 and remain in full force and effect until February 28, 2021. 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 and seals this 15<sup>th</sup> day of March, 2016.

**MAYOR AND CITY COUNCIL OF CUMBERLAND**

\_\_\_\_\_  
Brian K. Grim  
Mayor

\_\_\_\_\_  
Nicole Alt-Meyers  
Councilwoman

\_\_\_\_\_  
Seth D. Bernard  
Councilman

\_\_\_\_\_  
David Caporale  
Councilman

\_\_\_\_\_  
Richard Cioni  
Councilman

**ATTEST:**

\_\_\_\_\_  
Marjorie A. Wooding  
City Clerk

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

\_\_\_\_\_  
Richard Mellott, President

\_\_\_\_\_  
William Bauman, Vice-President

\_\_\_\_\_  
William Patch, Negotiation Team

\_\_\_\_\_  
Carroll Braun, Council #67  
Business Representative

ATTEST:

\_\_\_\_\_  
Brian Broadwater, Secretary