

# Collective Bargaining Agreement

Made By and Between



The Mayor and City Council of Cumberland,  
A Municipal Corporation of the State of Maryland

and



United Food & Commercial Workers, Local 1994

Municipal and County Government Employees Organization

Cumberland City Police Department



July 1, 2015 to June 30, 2018



# TABLE OF CONTENTS

		<u>Page</u>
<b>Preamble</b>	-----	<b>1</b>
<b>Witness</b>	-----	<b>1</b>
<b>Severability</b>	-----	<b>1</b>
<b>Article 1.</b>	<b>Purpose</b> -----	<b>1</b>
<b>Article 2.</b>	<b>Recognition</b> -----	<b>2</b>
<b>Article 3.</b>	<b>Union Representation</b> -----	<b>2</b>
<b>Article 4.</b>	<b>Probationary Period</b> -----	<b>3</b>
<b>Article 5.</b>	<b>Impasse</b> -----	<b>3</b>
<b>Article 6.</b>	<b>Management Rights</b> -----	<b>4</b>
<b>Article 7.</b>	<b>Seniority</b> -----	<b>5</b>
<b>Article 8.</b>	<b>Rehire Policy</b> -----	<b>6</b>
<b>Article 9.</b>	<b>Lateral Entry</b> -----	<b>7</b>
<b>Article 10.</b>	<b>Salary and Wage Rates</b> -----	<b>7</b>
<b>Article 11.</b>	<b>Work Schedules; Attendance; Hours of Work</b> -----	<b>9</b>
<b>Article 12.</b>	<b>Promotion</b> -----	<b>11</b>
<b>Article 13.</b>	<b>Temporary Assignments</b> -----	<b>11</b>
<b>Article 14.</b>	<b>Court Time</b> -----	<b>12</b>
<b>Article 15.</b>	<b>Meal and Travel Allowance</b> -----	<b>13</b>
<b>Article 16.</b>	<b>Training Time</b> -----	<b>13</b>
<b>Article 17.</b>	<b>Clothing &amp; Laundering Allowance</b> -----	<b>14</b>
<b>Article 18.</b>	<b>Holiday Leave</b> -----	<b>14</b>
<b>Article 19.</b>	<b>Annual Leave</b> -----	<b>15</b>
<b>Article 20.</b>	<b>Sick Leave</b> -----	<b>17</b>
<b>Article 21.</b>	<b>Other Leave</b> -----	<b>19</b>
<b>Article 22.</b>	<b>Military Training Leave</b> -----	<b>20</b>
<b>Article 23.</b>	<b>Military Service</b> -----	<b>21</b>

<b>Article 24.</b>	<b>Leave of Absence -----</b>	<b>21</b>
<b>Article 25.</b>	<b>Benefits -----</b>	<b>21</b>
<b>Article 26.</b>	<b>Retirement -----</b>	<b>23</b>
<b>Article 27.</b>	<b>Grievance and Arbitration Procedure -----</b>	<b>24</b>
<b>Article 28.</b>	<b>Maintenance of Standards -----</b>	<b>26</b>
<b>Article 29.</b>	<b>Labor Management Relations Committee -----</b>	<b>26</b>
<b>Article 30.</b>	<b>Discrimination -----</b>	<b>26</b>
<b>Article 31.</b>	<b>Visitation -----</b>	<b>26</b>
<b>Article 32.</b>	<b>Working Conditions -----</b>	<b>27</b>
<b>Article 33.</b>	<b>Notice of Work Rule Changes -----</b>	<b>28</b>
<b>Article 34.</b>	<b>Reduction in Force -----</b>	<b>28</b>
<b>Article 35.</b>	<b>Safety and Health -----</b>	<b>28</b>
<b>Article 36.</b>	<b>Entirety and Modification Clause -----</b>	<b>29</b>
<b>Article 37.</b>	<b>Termination, Change or Amendment -----</b>	<b>29</b>
<b>Article 38.</b>	<b>Reopener -----</b>	<b>29</b>
<b>Appendix I</b>	<b>Wage Scale -----</b>	<b>31</b>

## **PREAMBLE**

This Agreement, made and executed in duplicate, this \_\_\_\_ day of **July, 2015**, by and between the Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, hereinafter known as "*Employer*", and the United Food and Commercial Workers Local 1994 MCGEO, hereinafter referred to as "*Local 1994*" or "*Union*".

## **WITNESS**

Whereas, the United Food and Commercial Workers Local 1994 MCGEO, has been designated as the exclusive bargaining agent for certain members of the Police Department of the City of Cumberland.

## **SEVERABILITY**

Should any Article, Section, or portion thereof, of this Agreement to be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the court shall apply only to the specified Article, Section, or portion thereof, directly specified 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.

## **ARTICLE 1** **Purpose**

### **1.1 Partnership Agreement**

- (a) It is the purpose of this Agreement to promote harmonious relations, cooperation and understanding between the Employer 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, recognizing that the job of a police officer is unique in nature.
- (b) Items not expressly contained in this Agreement will remain the prerogative of the Employer. All terms of this Agreement will be subject to applicable provision of the Charter and Code of the City of Cumberland, and all amendments thereto.
- (c) The use of any gender, tense, or conjugation in this Agreement shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.

## **ARTICLE 2**

### **Union Recognition and Security**

#### **2.1 Recognition Agreement**

Employer recognizes UFCW Local 1994 MCGEO as the exclusive bargaining agent for the employees covered by this Agreement, which shall include all members of the Police Department except the Chief, Deputy Chiefs, Captains, Lieutenants and probationary employees, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

#### **2.2 No Strike/No Lockout**

The Union agrees that during the term of this Agreement, the Union, its agents, and its bargaining unit members will not authorize, instigate, aid or engage in any work stoppage, slowdown, sick-out, refusal to work, picketing or strike against the Employer. The Employer agrees that during the term of this Agreement there will be no lockout.

#### **2.3 Agency Shop**

It shall be a continuing condition of employment that all bargaining unit employees shall become members of the Union within thirty (30) days of employment or shall pay a service fee. Employees who pay dues and employees, who pay a service fee, shall pay amounts set by the Union. These amounts may be subject to change once each year of this Agreement as a result of the Union's notice to the Employer and appropriate bargaining unit members mailed thirty (30) days prior to the change.

#### **2.4 Deduction of Union Dues and Service Charges**

The Employer will provide voluntary check-off and shall check off dues, service fees, and voluntary political contributions from all employees and shall remit the same via direct deposit to the Secretary-Treasurer of Local 1994 on a biweekly basis. Any voluntary political check-off form provided by the Union shall be in compliance with Federal and State election law requirements.

## **ARTICLE 3**

### **Union Representation**

**3.1** 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 **six (6)** Union Stewards.

### **3.2 Stewards/Bargaining Team**

A written list of the Union Stewards shall be furnished to the Employer immediately after their designation, and the Union shall notify the Employer promptly of any changes of such Union Stewards. No more than four (4) bargaining unit members shall serve on the bargaining team. The Union shall notify the Employer promptly of the bargaining team members.

### **3.3 Notification and Authorization for Attending City Meetings**

- (a) The Employer shall provide reasonable time, upon request to the Chief of Police, for members of the bargaining team to attend meetings for negotiations on City time. Such requests shall not be unreasonably denied.
- (b) Union stewards planning to attend meetings such as specified above will notify the Chief in writing at least five (5) calendar days in advance of the meetings.

### **3.4 New Employee Orientation**

Up to thirty (30) minutes of time, scheduled at a mutually agreed upon time, shall be made available to the Union during the orientation of newly hired employees in bargaining unit positions, for the Union's use in orienting these employees to the collective bargaining agreement. A representative designated by the Union shall conduct such orientation to the contract. The Employer shall notify the Union at least one (1) week in advance, when possible, of all new employee orientation sessions.

## **ARTICLE 4 Probationary Period**

4.1 Police Officers shall serve a probationary period of eighteen (18) months from the date of employment. If required, candidates will attend the first available academy upon being hired by the Employer.

## **ARTICLE 5 Impasse**

5.1 As defined in the Article, an impasse occurs after both parties have considered the proposals and counter proposals of the other party in good faith and despite honest and diligent effort 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 the negotiating process for no less than three (3) negotiating sessions, or fewer by mutual agreement, either party may refer to 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 make no public, confidential or other report concerning the issues except by mutual agreement of the parties, or as required by the FMCS.
- (d) Nothing in the 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 issue a decision within thirty (30) days after the request for mediation; a copy of the fact finder's decision shall be sent to the Employer and the Union.
- (f) The Employer and Union agree that the current agreement will continue in effect until both parties have acted upon this report.

## **ARTICLE 6**

### **Management Rights**

**6.1** It is recognized that the management of the Employer, the control of its properties, and the maintenance of order and efficiency is solely a responsibility of the Employer. Accordingly, the Employer retains the right, including, but not limited thereto, to:

- (a) select and direct the working forces;
- (b) the right to hire, suspend or discharge for just cause;
- (c) assign, promote, or transfer;
- (d) to determine the amount of overtime to be worked;

- (e) to relieve employees from duty because of lack of work or other legitimate reasons;
- (f) decide the number and location of its facilities, stations, etc.;
- (g) determine the work to be performed within the unit;
- (h) maintenance and repair;
- (i) amount of supervision necessary;
- (j) machinery and tool equipment;
- (k) methods, schedules of work, together with the sections, procurement, designing, engineering, and the control of equipment and materials;
- (l) purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement; and
- (m) make reasonable and binding rules which shall not be inconsistent with this Agreement in accordance with established rules and regulations.

## **ARTICLE 7 Seniority**

### **7.1 Definition**

Seniority standing shall be granted to all police officers. Seniority for the purpose of this Agreement, for sworn law enforcement officers of the Cumberland City Police Department shall be calculated based upon the following criteria;

- (a) Rank
- (b) Date of Rank
- (c) Date of Police Certification through MPCTC (Maryland Police and Corrections Training Commissions)
- (d) Class standing in the law enforcement academy class from which they graduated.

### **7.2 Breaks in Seniority**

An employee shall lose his seniority standing upon voluntary resignation from employment unless said employee is rehired pursuant to Article 8 - Rehire Policy of this Agreement. An employee's seniority shall not be terminated because of authorized leave of absence or layoff.

### 7.3 Filling of Vacancies

Notice of all vacancies shall be posted on employee bulletin boards within ten (10) days following the 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. The employee with the necessary abilities or qualifications shall be awarded the position involved, and such award shall be made within thirty (30) days following the posting on the bulletin board. If two or more bargaining unit members are deemed to be equal in necessary abilities or qualifications, the most senior bargaining unit member will be selected. Newly created positions or vacancies are to be posted to include the following information:

- (a) The type of work, place of work, rate of pay, hours of work, and classification.  
(This section is not intended to conflict with current examination requirements).

### 7.4 Seniority List

The seniority list shall be brought up-to-date January 1st of each year and posted on the employees' bulletin board; such list shall contain date of hire, classification and department. A copy of the seniority list shall be sent by mail to the Union Field Representative and President of the Union.

## **ARTICLE 8 Rehire Policy**

**8.1** Sworn police employees that **voluntarily resign** from employment with the Cumberland Police Department and leave in good standing may be reinstated if they make application within sixty (60) days of the separation of their employment as a City of Cumberland Police Department police officer. The Chief of Police, with the concurrence of the City Administrator may permit the sworn member to be reinstated at the rank and pay grade held at the date of separation if the position has not been filled. Generally, sworn employees returning within sixty (60) days of separation will not require additional training but an employment investigation will be conducted to cover the period of separation. An employee that **voluntarily resigned** from the Cumberland Police Department will only be considered for rehire at the same rank and pay grade one (1) time in their career with the Cumberland Police Department. Following the sixty (60) days of the date of separation, an employee that separated from the Department may be considered for rehire to any vacant position which they are qualified to fill. **For the purposes of this section, retirement shall not be deemed to be voluntary resignation.**

### 8.2 Effect on other actions

The seniority date is reassigned for any period equal to the period of separation.

**ARTICLE 9**  
**Lateral Entry**

**9.1** Persons hired as a Patrolman to the Cumberland City Police Department will be eligible for a maximum of five (5) years of prior service for purposes of placement on the wage scale. Prior service credit must be from an MPCTC certified law enforcement agency or someone who must complete a Comparative Compliance course. If the employee must complete a full academy, they are not eligible. Nothing in this Article prohibits the City from offering advances in vacation time to prospective employees of the police department.

**ARTICLE 10**  
**Salary and Wage Rates**

**10.1 Wage Compression**

If any future hires that are brought in above the entry level step on the wage scale because of prior experience, all current bargaining unit members' salaries shall be reviewed and adjusted if necessary to prevent wage compression.

**10.2 Pay Policies**

The Employer will pay all employees biweekly.

**10.3 Salary Schedules**

- (a) Police Officers covered under this Agreement shall be compensated pursuant to the pay schedule located in Appendix I of this Agreement.
- (b) For FY2016, Police Officers covered under this Agreement shall be paid a bonus equal to one percent (1%) of their annual salary based on the pay schedule located in Appendix I of this Agreement, payable within sixty (60) days from the execution of the Agreement.**
- (c) The parties will hold reopener negotiation sessions to address the issue of wages for the second and third year of the Agreement.

**10.4 Shift Differential**

Employees that work between the hours of 1900-0700 shall receive shift differential pay at the rate of **\$1.25** per hour.

**10.5 Field Training Pay**

Bargaining unit members who are field training officers shall receive an additional **two dollars (\$2.00)** per hour for each hour they are assigned a trainee.

## **10.6 Overtime**

- (a) When any employee works in excess of his regularly assigned work week or work schedule, he shall have the option of being paid at the rate of one and one-half (1 1/2) for such overtime worked, in addition to any other benefits to which they may be entitled; or they may elect to take compensatory time for overtime worked at the rate of one and one-half (1 1/2) hours for each hour of overtime worked.
- (b) All overtime worked (*call outs and holdovers*) shall be rotated among the officers of the department, based upon procedures agreed to by an agent, and the Union. Call outs shall be managed by the senior member of the squad. Nothing herein shall prevent the department from making an assignment of overtime in an emergency situation requiring a response in recognition of those responsibilities to protect the public safety.
- (c) Double-time shall be paid if an employee is required to work more than sixteen (16) consecutive hours. In the event of a hold over, bargaining unit members working a twelve (12) hour shift must be given no less than eight (8) hours off between shifts.

### **(d) Off-Duty Work**

Off-duty corporals and sergeants required to attend special meetings or supervisory meetings by the Chief of Police will receive compensation time at the rate of one and one-half (1½) for the length of the meeting.

### **(e) Grant Overtime**

Employees working grant overtime will be compensated at the rate of one and one half (1½) their current rate of pay.

## **10.7 Acting Pay**

The Chief of Police may designate a sworn member of the Cumberland Police Department to perform the duties of an unoccupied position that is vacant due to promotion, reassignment, retirement, extended training or sick leave. Bargaining unit members, who are assigned to a higher classified job for a period of more than twenty (20) consecutive days, shall receive the rate of pay of the higher classified job retroactive to the first day of work at the higher level. The employee must make a formal request for acting pay compensation to the Chief of Police which will be endorsed and forwarded to the City Administrator for final approval. The Chief of Police may authorize the employee in the acting capacity to display the rank insignia on their uniform for that rank.

### **10.8 Call Back Pay**

Any employee who is called to work outside of his regular shift shall receive as pay the rate of one 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.

### **10.9 12 Hour Shift Compensation**

Officers working a twelve (12) hour schedule will earn four (4) hours comp time at a rate of one and one half (1 ½) for a total of six (6) hours for those four (4) hours worked above eighty (80) hours. Officers are permitted to carry over a cumulative balance of eighty (80) hours of this comp leave.

### **10.10 K-9 compensation**

K-9 handlers will be compensated for kennel time pursuant to policy set by the Chief of Police.

### **10.11 Physical Fitness Incentive Bonus**

**The Employer and the Union agree to meet and discuss the development and implementation of a “Physical Fitness Incentive Program” as a standing item agenda item at the LMRC on a bimonthly basis.**

## **ARTICLE 11**

### **Work Schedules; Attendance; Hours of Work**

#### **11.1 12 Hour Shifts**

- (a) Officers scheduled to work a twelve (12) hour shift shall be scheduled seven (7) twelve (12) hour shifts each fourteen (14) day pay period for a total of eighty four (84) hours.
- (b) Officers working a twelve (12) hour schedule may be asked, or they may request to flex their schedule during a two (2) week pay period in lieu of receiving comp leave as explained in article 10.9 of this Agreement.
- (c) Officers will be scheduled for an eight (8) hour shift during a two (2) week pay period at the discretion of the Chief or designee provided the following criteria have been met:
  - 1) The Officer must have a comp leave balance in excess of eighty (80) hours.

- 2) The Officer must work all six (6) twelve (12) hour shifts in the pay period to be scheduled for the eight (8) hour shift.
  - 3) Forms of paid leave taken during the pay period, i.e.: vacation, holiday, military leave, sick leave, etc., will not necessitate an eight (8) hour shift to be scheduled.
- (d) Officers who have not accumulated a balance of eighty (80) hours of comp leave may elect to earn comp leave in lieu of flex time.

## **11.2 8 Hour Shifts**

The work week of all employees who regularly perform police duties shall be an average of not more than forty (40) hours. The work schedule for the work week herein provided for shall consist of five (5) day tours of eight (8) hours each, with two (2) consecutive days off duty. Any part of this section may be waived provided it is by mutual consent and in writing.

## **11.3 Lunch Periods and Breaks**

The lunch period shall be thirty (30) minutes. There shall be two (2) fifteen (15) minute breaks during the shift; one (1) to be taken prior to the lunch period and one (1) to be taken after the lunch period.

## **11.4 Shift Trading Policy**

With approval of the Chief or designee, each employee may be permitted to trade shifts with another employee to work in their place within the same pay period provided:

- (a) Such substitution is in the same classification as the employee they are replacing. This provision may be waived provided the efficiency of the Police Department is not impaired and provided the affected supervisor(s) in charge agree(s) to the substitution;
- (b) The officer in charge of the shift, or officer in charge, is notified not less than three (3) days prior to the substitution becoming effective, except in the case of emergency, when notification may be made by phone;
- (c) Neither the City of Cumberland Police Department nor the Employer is held responsible for the enforcement of any agreement made between employees, nor shall the City of Cumberland Police Department nor the Employer incur any additional cost as a result thereof;
- (d) Shift trade agreements will be subject to a change in shift differential. Each employee agreeing to a shift trade will receive the differential for the shift they worked.

**ARTICLE 12**  
**Promotion**

**12.1** For an individual to be eligible to be promoted to the rank of Patrolman First Class (PFC), they must have two (2) years of continuous satisfactory experience at the time of promotion in the rank of Patrolman at CPD.

**12.2** For an individual to be eligible to be promoted to the rank of Corporal, they must have two (2) years of continuous experience at the time of promotion in the rank of PFC at CPD.

**12.3** For an individual to be eligible to be promoted to the rank of Sergeant, they must have two (2) years of continuous experience at the time of promotion in the rank of Corporal at CPD.

**12.4** For an individual to be eligible to be promoted to the rank of Lieutenant, they must have four (4) years of continuous experience at the time of promotion in the rank of Sergeant at CPD.

**ARTICLE 13**  
**Temporary Assignments**

**13.1 Temporary Assignments**

- (a) The Chief of Police may make temporary assignments of employees to positions other than those they normally perform in order to meet the requirements of the operations of the department.
- (b) Temporary assignments shall be for a period of no more than sixty (60) workdays.
- (c) Any position that requires more than sixty (60) workdays of temporary assignment shall be considered an open position, except in those instances where positions are open because of employees being on approved leave.
- (d) Special and/or temporary assignments will be posted. Said list will expire after sixty (60) days of posting and all officers will be eligible to sign for said special and/or temporary assignments. Special qualifications, where pertinent, and length of service will be given consideration when selection for such assignment is made.

- (e) The Chief of Police and Union agree that any Patrolman, Corporal and Sergeant who has an assignment other than patrol shift work can make a written request to be transferred back to the patrol unit, subject to the approval of the Chief of Police. The police officer shall be granted the transfer no later than twenty (20) working days after the request.
- (f) When courses/training assignments/schools are available, notice will be posted and all officers will be eligible to sign for said courses/training assignments/schools. This list will expire after sixty (60) days of posting. Length of service will be given consideration in selecting candidates for courses/training assignments/schools. When less than ten (10) days' notice is given for training assignments/schools/seminars/etc., a sign up will not be required. Selection will be made by the Chief of Police, giving consideration special qualifications, subject matter, officer's assignment, last school attended and length of service.

## **ARTICLE 14**

### **Court Time**

**14.1** Off duty officers will be compensated for summoned appearances in District, Circuit and Juvenile Court in the amount of two (2) hours at the rate of one and one half (1 1/2) for both morning and afternoon appearances. Bargaining Unit Members will be compensated at one and one half (1 1/2) for each hour in court after the initial two (2) hours.

**(a) From July 1, 2015 through June 30, 2016, off duty officers will be compensated for summoned appearances in District, Circuit and Juvenile Court in the amount of three (3) hours at the rate of one and one half (1 1/2) for both morning and afternoon appearances. Bargaining Unit Members will be compensated at one and one half (1 1/2) for each hour in court after the initial three (3) hours.**

**14.2** The officer shall have the option of taking compensation time in lieu of court pay. Compensation time accumulated from court time must be used within the quarterly period it was earned.

**14.3** Any time a police officer is summonsed to any court, for either a criminal or civil proceeding, outside the confines of Allegany County, for any action they took while in the performance of their his duties for the Employer, the following procedure shall apply:

- (a) The officer, with approval of the Chief of Police, may have such court appearance constitute their regular shift or portion thereof for the particular day or days.
- (b) In the event said court appearance is not counted as a regular shift or portion thereof, the officer shall be eligible for regular time payment or regular time off, to include reasonable travel time to the court site, subject to the approval of the Chief of Police.

- (c) To the extent available and possible, travel to such court appearance will be in a City vehicle, unless the Chief of Police approves use of a personal vehicle. In the event a personal vehicle is used, any payment received for travel from the applicable court will be offset against any mileage reimbursement claimed under the provisions of this Agreement.

**14.4** An employee summoned to court while on sick leave or workers compensation leave shall not be entitled to receive court time compensation unless authorized by the Chief or his designee.

## **ARTICLE 15 Meal and Travel Allowance**

### **15.1 Personal Vehicle Mileage Reimbursement**

Bargaining unit members shall be reimbursed for use of their personal automobile at the current rate established by the Internal Revenue Service.

### **15.2 Travel Reimbursement**

Bargaining unit members shall be reimbursed according to the City of Cumberland's Travel and Expense Reimbursement Policy currently in effect.

## **ARTICLE 16 Training Time**

**16.1** The Employer, upon pre-approval by the Chief of Police or his designee, hereby agrees that it shall reimburse any employee completing a course or seminar, the fee charged for the course or seminar, upon presentment by the employee to the Employer, of a certificate or suitable document verifying or confirming the completion of said course or seminar.

**16.2** An employee who wishes to attend a course or seminar which they deem to meet the criteria above shall have the right to seek an opinion from the Employer in advance of attendance as to whether or not that particular course or seminar would be eligible for reimbursement. The denial of such a course is subject to the grievance procedure of this Agreement.

**16.3** Employees who are attending a course or seminar that is being reimbursed by the Employer shall be granted administrative leave to attend the course or seminar. A "work day" for the purposes of this section shall be defined by the provision of the Fair Labor Standards Act (FLSA) currently in effect.

**ARTICLE 17**  
**Clothing & Laundering Allowance**

**17.1** When a bargaining unit member is assigned to a unit that requires them to wear plain clothes, they shall be paid a \$500.00 clothing stipend in January and a separate \$500.00 clothing stipend in July. The stipend payments shall be issued separately from payroll payments.

**17.2** Bargaining unit members will be provided a uniform cleaning credit in the amount of three hundred thirty dollars (\$330.00) each fiscal year. This credit is non-transferrable between bargaining unit members. From time-to-time, the Employer shall select the vendor that will provide the cleaning services. These cleaning services will be available solely for laundering Cumberland City Police Department issued uniforms.

**ARTICLE 18**  
**Holidays**

**18.1** The following days shall be legal holidays and shall be used as paid vacation days in lieu of holidays:

- (a) New Year's Day
- (b) Martin Luther King's Birthday
- (c) George Washington's Birthday
- (d) Good Friday
- (e) Memorial Day
- (f) Independence Day (July 4th)
- (g) Labor Day
- (h) Columbus Day
- (i) General Election Day
- (j) Veteran's Day
- (k) Thanksgiving
- (l) Day after Thanksgiving
- (m) Christmas Day
- (n) Employee's Birthday

and shall be celebrated on such day as is legally designated therefore. In addition to those holidays above, when Independence Day (July 4th), Christmas Day or New Year's Day fall on Tuesday, the preceding Monday shall be granted as a holiday; when Independence Day (July 4th), Christmas Day or New Year's Day fall on Thursday, Friday shall be granted as a holiday.

**18.2 Premium Holidays**

When required to work on Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, or Independence Day, the employee will be paid at the rate of one and one-half (1 ½) for each hour worked. If the employee volunteers or is held over from the previous shift or is "ordered" to work their regular leave day when they are not scheduled to work, the employee shall be paid at a rate of double time for each hour worked.

**18.3 Compensatory Time for Holiday Work**

Those employees assigned to twelve (12) hour shifts that work a complete twelve (12) hour shift on any City recognized holiday will receive an additional four (4) hours compensatory time for the holiday.

**ARTICLE 19  
Annual Leave**

**19.1 Policy**

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

**19.2 Accrual Rates**

- (a) Vacation shall be adjusted to July 1<sup>st</sup> 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. The Employer and Union agree that at a point in the future when it will be possible to have all city employees vacations schedules adjusted to the date of hire that said implementation shall be incorporated into this agreement.
- (b) When an employee is hired in the period January 1 to June 30, he shall earn forty (40) hours vacation during the first fully completed fiscal year;
- (c) When an employee is hired in the period July 1 to December 31, he shall begin earning vacation at the rate of eighty (80) hours during the first fully completed fiscal year.

■ Second Fiscal Year .....	80 hours
■ Third through Fourth Fiscal Year .....	120 hours
■ Fifth through Ninth Fiscal Year .....	160 hours
■ Tenth through Twenty-fourth Fiscal Year .....	200 hours
■ Twenty-fifth Fiscal Year and beyond .....	240 hours

**19.3** Each employee shall have the option of taking vacation in hour increments.

**19.4 Scheduling of Annual Leave**

On a quarterly basis, officers assigned to patrol shall submit vacation requests which shall be granted based upon rank/seniority with preferences granted to those requesting one or more week(s) in accordance with established practices.

**19.5 Reservation Costs**

Any reservation costs incurred by an employee through rescheduling of their vacation by the City will be reimbursed, provided that the reservation costs are substantiated.

**19.6 Cancellation or Alteration**

Any employee required to cancel or alter an approved vacation, or to return to work while on vacation, shall be compensated for the time actually worked at the rate of one and one-half (1 1/2) the regular rate, and all days worked shall be rescheduled. This section does not apply to mutually agreed cancellation of vacation.

**19.7 Separation Benefit**

An employee leaving employment with the City shall be reimbursed for all accrued vacation that they were entitled during the current year in accordance with the schedule. (*See Fringe Benefits Booklet.*)

**19.8 Annual Leave Sell Back Policy**

Officers may sell back 50%, up to one hundred and twenty (120) hours, of their earned vacation each fiscal year. The opportunity to sell vacation time will be made available as of October 15th. Elections of how much leave shall be made by November 1 of each year.

**19.9 Carry-Over**

At the sole discretion of the Chief of Police an employee shall have the opportunity to carry-over a mutually agreed to number of holiday/vacation days from one fiscal year to another for extraordinary circumstances.

**19.10 Transfer of Annual Leave to Sick Leave**

Up to forty (40) hours of unused annual leave not addressed by item 19.9 in this Article will be credited to the employee's accumulated sick leave at the conclusion of the fiscal year.

## **ARTICLE 20**

### **Sick Leave**

#### **20.1 Accrual Rates**

Sick leave shall be earned at the rate of ten (10) hours per month including any portion thereof and will be cumulative in an unlimited amount. Earned sick leave shall be credited to the employee's personnel record annually less the number of hours used during the fiscal year prior to said annual posting, which shall be July 1st.

#### **20.2 Use of Sick Leave**

Sick leave shall be granted to employees when they are incapacitated by sickness, injury or for medical examination or treatment. An employee shall be able to use sick leave in hour increments.

#### **20.3 Requesting Sick leave**

In order to receive sick leave, an employee must notify their immediate supervisor or designated person in charge a minimum of one hour before Roll Call, except in the case of accident or sudden illness, in order that a replacement can be obtained if such is deemed necessary by the Supervisor.

#### **20.4 Medical Certification**

An employee will be required to produce a doctor's certificate when they are off from work for more than two (2) days in order to be paid for use of sick leave. The Employer will maintain a record of sick leave for each officer. Whenever an officer is marked off sick, it will be assessed to the officer's sick leave record.

#### **20.5 Sick Leave Restriction**

- (a) If at any time an officer has more than three (3) sick leave occurrences within a twelve (12) month period, they will be placed on sick leave restriction. They will be required to produce a doctor's certificate before returning to work from any sick leave occurrences while on sick leave restriction. The doctor's certificate will state the officer's ability to return to work.
- (b) Sick leave occurrences covered by medical certification shall not count towards the above referenced three (3) occurrences within a twelve (12) month period.
- (c) Whenever employees are placed upon sick leave restriction, notice shall be given in writing to the employee. Employees shall be given the opportunity to respond to the notice.

(d) If at any time an officer's accumulation of sick leave occurrences drops below four (4) in a rolling twelve (12) month period, the officer is no longer on sick leave restriction.

**20.6 FMLA**

In case of an extended sickness in which an employee has exhausted their accumulated sick leave, all unused vacation time must be taken. At the end of this time, if the employee still has to be 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. The City of Cumberland's FMLA policy currently in place will be incorporated by reference to this section.

**20.7 Records**

Sick leave accumulated by employees on the date of this Agreement shall be credited to their personnel records.

**20.8 Sick Leave Sell Back**

All full-time, permanent employees who have a balance **as designated in the chart below** shall be entitled to a bonus for unused sick leave **as designated in the chart below**.

For each hour of sick leave used a corresponding reduction in the hours available for bonus shall take place.

Those hours for which pay is received under this section shall also be deducted from the accumulated sick leave account of the employee.

The employee shall elect in writing by June 1 of each year, whether they wish to receive said bonus for the upcoming fiscal year.

Sick leave balances shall be based on the employees' available balance as of the last day of the fiscal year.

<b><u>Sick Leave Hours</u></b>	<b><u>Bonus</u></b>
<b>700 Hours</b>	<b>40 Hours</b>
<b>1,400 Hours</b>	<b>80 Hours</b>

## **ARTICLE 21 Other Leave**

### **21.1 Bereavement Leave**

All City employees shall be entitled to bereavement leave because of death in the family, with pay, beginning with the first day of permanent employment. There shall be no accumulation of such leave.

- (a) Five (5) working days shall be granted in the death of a spouse, parent, spouse's parent, child, stepchild or stepparent of the employee.
- (b) Three (3) working days shall be granted in the death of a brother, sister, grandparent, half-brothers and half-sisters, and stepbrothers and stepsisters.
- (c) One (1) working day for attendance at the funeral of a brother or sister of the employee's current legal spouse, spouse's grandmother; spouse's grandfather and that this provision shall also apply if the spouse is deceased and the employee is not remarried.

Said days shall be taken at time of death and funeral services or when funeral services are conducted beyond the usual normal time following death.

### **21.2 Emergency Leave**

In addition, the City employee shall be entitled to leave in the event of an unexpected emergency arising with their immediate household, which said leave shall not exceed five (5) days in any one fiscal year, and when taken, shall be charged to the employee's vacation for that fiscal year. If vacation is exhausted, such leave may be charged to sick leave.

### **21.3 Leave for Union Business**

- (a) Union Stewards shall be granted reasonable time off during work hours to investigate and settle grievances, and conduct other official Union business.
- (b) Union Stewards shall be granted as a group a minimum of twenty (20) days in total each fiscal year to be distributed as determined by the stewards to attend Union training. Up to five (5) additional days may be granted upon mutual agreement of the parties.
- (c) The Union will notify the Chief or designee in writing at least three (3) days in advance of the meetings. This three (3) day notice may be waived upon mutual agreement of the parties.

#### **21.4 Disability Leave**

In the event an employee sustains an injury during the performance of police duties while in the employ of the Employer, he shall receive his 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 a Wage Continuation Insurance Program is instituted. Further, the Employer shall be responsible to pay the employee 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 time 80 hours, less applicable taxes.

#### **21.5 Jury Duty**

Recognizing it is the obligation of every citizen to serve as a juror when called upon to do so, an employee called for Jury Service or subpoenaed as a witness will be granted leave with pay.

### **ARTICLE 22 Military Training Leave**

#### **22.1 Definition**

"*Armed Forces*" are defined to include the Army, Navy, Marine Corps, Air Force, and Coast Guard. "*Reserve Components*" are defined to include the federally recognized National Guard and Air National Guard of the United States, the Officer Reserve Corps, the Regular Army Reserve, the Air Force Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve and the Coast Guard Reserve.

#### **22.2 Annual Training**

Any employee who is a member of the National Guard, or of any Reserve Component of the Armed Forces of the United States, will be entitled to a leave of absence of fifteen (15) days without loss of time or annual leave, during which they are engaged in the performance of official duty as a result of being federalized, or while on annual training duty in this State, or in the United States, under competent orders. Additional time may be permitted at the discretion of the Chief of Police upon receipt of competent orders. While on such leave, they shall be paid their regular gross salary less the amount received from the federal and/or state for their training.

#### **22.3 Weekend Training**

A reasonable effort shall be made by the Chief of Police to alter the regularly scheduled work week of an employee who must report for reserve duty one weekend per month but who is regularly scheduled to work on weekends.

**ARTICLE 23**  
**Military Service**

**23.1** It shall be the policy of the Employer to guarantee seniority to its permanent employees, who volunteer or are called to active military service during a National emergency, a position upon their return to civilian life equal to the one they left, provided the employee makes application within ninety (90) days after being released under honorable conditions for such military service. Permanent employees who volunteer or are called for active military service shall be paid at the date they leave department employ for all accrued vacation to their credit at that date.

**23.2** The parties agree to discuss the current City military reimbursement practice at LMRC.

**ARTICLE 24**  
**Leave of Absence**

**24.1** Eligibility

Any employee may, upon application in writing be granted a leave of absence by the Chief of Police without pay for a period of up to one (1) year.

**24.2** Effect on Other Actions

- (a) Seniority shall accumulate during leave of absence requests granted under the provisions of this Agreement related to personal illness, illness in the immediate family or disability. Employees shall be returned to the position they held at the time the leave of absence was requested.
- (b) Seniority with respect to all other leave of absence requests granted under the provisions of this Agreement is reassigned for any period equal to the period of separation.

**ARTICLE 25**  
**Benefits**

**25.1** All employees shall enjoy equal opportunity to participate in the health insurance program maintained by the Employer for other employees on the same terms and conditions as such insurance is made available to such of the Employer's employees.

**25.2** Coverage During Leave of Absence

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 employment shall receive paid hospital and medical insurance premium coverage for twelve (12) months during leaves of absence without pay, granted for personal illness.

### 25.3 Co-Pay Schedule

(a) All employees are entitled to Medical and Hospital Insurance coverage with premiums paid by the Employer based on the table below. The employee may choose from the following categories: Individual, Parent/Child, Husband & Wife, and Family

#### (b) Insurance Premiums

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

LOW OPTION	City Percentage	Employee Percentage
Individual	90%	10%
2 Party	90%	10%
Family	90%	10%

#### (c) Prescription Benefit

The Employer further agrees to provide prescription drug program coverage for the employee either full-time or retired under the age of Medicare eligibility, and their immediate family. The Prescription drug program coverage shall include a generic Ten Dollar (\$ 10.00)/ Twenty Dollar (\$20.00) Formulary/and Thirty-Five Dollar (\$35.00) non- formulary drug plan.

### 25.4 Optical Benefit

The Employer will pay up to Two Hundred Dollars (\$200.00) for eyeglasses, which shall include contact lenses, for an employee if glasses are needed in the performance of duties. The employee pays the cost of the eye examination. The employee shall be eligible for this benefit no more frequently than once per fiscal year, subject to the below stipulation. If in the course of performing his duties, an employee's glasses are broken or damaged, the employee shall immediately report this fact to his supervisor. All claims shall be investigated thoroughly by the supervisor before claim is approved for payment. If approved for payment, the employee will be eligible for repair/replacement of glasses in an amount not to exceed Two Hundred Dollars (\$200.00). In the event the employee is eligible for or receives reimbursement from the party causing damage, any money so received will be refunded to the Employer up to the amount specified herein.

### **25.5 Life Insurance**

The Employer further agrees to provide life insurance in the amount of not less than Ten Thousand Dollars (\$10,000) for each employee.

### **25.6 Retiree Benefit**

Where a retired employee whose premium is paid by the Employer, and who has been providing at this expense, coverage for his spouse, dies, the spouse may continue on the Employer's Group Hospitalization Insurance Program at their expense until the spouse's 65th birthday. The intent of this provision is to allow for insurance coverage for the spouse in the event of the death of the employee prior to eligibility for Medicare coverage. Any subsequent changes in Medicare eligibility dates (i.e. an increase or decrease in the eligibility age) shall amend the maximum age for the insurance continuation set forth above.

### **25.7 Health Coalition**

The Employer and the Union agree to participate in a "Health Coalition" with the other collective bargaining units to study plan design, utilization trends, quality control, measures, disease management and any other cost containment measures in an effort to enhance benefits and/or reduce the overall cost of health insurance to the Employer and its participating employees. Any savings realized as a result of the Health Coalition will go towards funding this Agreement and any other bargaining unit labor cost initiatives the parties mutually agree to.

## **ARTICLE 26 Retirement**

**26.1** Employees shall be members of the Pension System for the Law Enforcement Officers of the State of Maryland (LEOPS) under certain terms and conditions; and

**26.2** Whereas, those terms and conditions are set forth below;

- (a) The UFCW agrees to an administrative fee of .25% (one quarter of one percent) of the employee's base salary payable to the City through payroll deduction, for administration of the LEOPS retirement system.

**ARTICLE 27**  
**Grievance and Arbitration Procedure**

**27.1 Definitions**

The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of this Agreement which has been violated. The term "grievant" shall mean an employee or group of employees or, in the case of a grievance involving Union rights, the Union. The grievance and arbitration procedure contained in this agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. This shall not be interpreted to preclude either party from enforcing the arbitrator's award in court. This section shall not be construed in any manner to limit the statutory rights and obligation of the Employer.

**27.2 Procedure**

Grievances shall be settled in the following manner:

**Step 1:**

A grievance must be initiated no later than thirty (30) working days from the date of the occurrence of the act or acts giving rise to the grievance. Grievances are initiated by the Union representative filing written notice of the grievance with the Chief of Police or his designee (the "Designee") within the time frame aforesaid. The notice shall site the specific Section and Article of this Agreement which is alleged to have been violated, misinterpreted or improperly applied and a brief summary of the facts supporting that contention. The Chief or Designee, with the Lieutenant in Charge, shall discuss the grievance with the grievant within ten (10) working days of the Chief's/Designee's receipt of the notice of the grievance. The only persons entitled to be present at this meeting shall be the Chief of Police or Designee, one other Employer representative, the grievant and the Union. The Chief or Designee shall respond in writing to the said grievance within ten (10) working days following the discussion thereof. The Chief of Police's appointment of a Designee for the purposes of this Article of this Agreement shall be effective upon the date the Chief of Police provides written notice of the said appointment to the Union. In absence of the provision of such notice, there shall be no Designee for the purposes of this Article of this Agreement.

**Step 2:**

If the grievance has not been satisfactorily resolved, the Union Representative, or its President, shall file with the City Administrator, within ten (10) working days following receipt of the said response, a written notice of the appeal thereof, with a copy to the Personnel Office and the Union. The City Administrator, with the Police Chief or Designee, and the Lieutenant in Charge shall discuss the grievance with the aggrieved parties within ten (10) working days of receipt of the notice of appeal. The City Administrator shall provide a written response to the said appeal, with a copy to the Union within ten (10) working days following the discussion thereof.

### Step 3:

If the grievance is still unresolved after Step 2, the Union may submit the grievance to arbitration. Such submission to arbitration must be made within ten (10) working days of receipt of the response of the City Administrator, as outlined in Step 2. The Union must notify management, in writing, of such submission.

The American Arbitration Association ("Association") shall conduct such arbitration and such arbitrator as is assigned by the Association shall hear the matter. The parties shall be bound by the usual procedural rules of the Association and all phases of the arbitration shall be conducted in accordance therewith.

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.

The jurisdiction and authority of the arbitrator of the grievance and his opinion and award shall be confined to the specific provision or provisions of this Agreement at issue between the Union and the Employer. He shall have no authority to add to, alter, amend, or modify any provision of this Agreement. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Employer and the Union. The award in writing of the arbitrator within his jurisdiction and authority as specified in this Agreement shall be final and binding on the grievant, the Union and the Employer.

### **27.3 Costs**

The party who is unsuccessful in the arbitration procedure shall pay costs and expenses assessed by the arbitrator in each case. Each party shall pay for its own counsel.

**27.4** "Working days" as set forth in this Article of this Agreement means all weekdays except those when City Hall is closed.

**27.5** All grievances, appeals and responses, requests for review, and other matters relating to this Article shall be in writing and copies of all such documents shall be furnished to the Chief of Police and the Union.

### **27.6 Time Limits**

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 grievant if not answered by the Employer, and settled in favor of the Employer if not appealed by the Union, as specified.

**ARTICLE 28**  
**Maintenance of Standards**

**28.1** All members of the bargaining unit retain all like benefits and conditions previously in effect between the parties, except to the extent said benefits or conditions are modified by the terms of this Agreement.

**ARTICLE 29**  
**Labor Management Relations Committee (LMRC)**

**29.1** Definition

A departmental Labor Management Relations Committee (LMRC) is hereby established in order to foster cooperative labor relations between the Employer and the Union and to attempt to resolve matters that affect bargaining unit employees.

**29.2** Procedure

The LMRC shall meet a minimum of twice a year to discuss workplace issues of concern to the Employer and the Union that cannot otherwise be resolved at a lower level. The Employer and the Union shall exchange proposed agenda items two (2) weeks in advance of each meeting. The Employer and the Union shall each have the right to appoint no more than three (3) persons to serve on the committee.

**ARTICLE 30**  
**Discrimination**

**30.1** No police officer shall be in any manner discriminated against, coerced, restrained or influenced due to membership in the Union or being an officer therein.

**ARTICLE 31**  
**Visitation**

**31.1** Officers or accredited representative 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 Chief of Police of visitations. The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union representatives shall be allowed to:

- (a) Post Union notices.

- (b) Attend negotiating meetings.
- (c) Transmit communications authorized by the local Union or its offices to the Employer or its representatives.
- (d) Consult with the Chief of Police or his representative, local Union officers or other Union representatives concerning the enforcement of any provisions of this Agreement.

### **31.2 Bulletin Boards**

The Employer agrees to provide reasonable bulletin board space where notices of official Union matters may be posted by the Union.

## **ARTICLE 32 Working Conditions**

### **32.1 Personal Protective Equipment**

If any employee is required to wear uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished without cost to the employee by the Employer.

### **32.2 Uniforms and Equipment**

- (a) The Employer shall furnish equipment, clothing, shoes, and supplies for the protection of the employee in the exercise of their duties under the most hazardous conditions. Such equipment, clothing, shoes, and supplies shall be the best quality for the job as determined by the Chief of Police after consultation with the suppliers of these items. There shall be at least three (3) styles of shoes available.
- (b) The Employer shall be responsible for having all required patches, chevrons, service stripes, etc., attached to uniforms.
- (c) The Employer shall provide for replacement of shoes when feasible.

### **32.3 Parking**

The Employer shall provide free parking for employee while they are working their assigned shift and also when the employee is on official Employer business, on the City lot adjacent to the Public Safety Building.

**ARTICLE 33**  
**Notice of Work Rule Changes**

**33.1** The Employer will provide no less than fifteen (15) days notice of work rule changes for an opportunity for the Union to comment prior to implementation. For the purposes of this section a work rule shall be defined as an action affecting all of a shift or shifts' employees.

**33.2** Should the parties not agree and the proposed change impacts wages, hours or other working conditions of bargaining unit members, the Union may file a grievance in accordance with this Agreement.

**ARTICLE 34**  
**Reduction in Force**

**34.1** In the case of reduction of forces or elimination of a position, departmental seniority shall govern, with fitness and ability being equal. Layoffs shall begin with those employees having the least seniority by classification; provided, however, that any employee scheduled to be laid off may, within forty-eight (48) hours of notice of layoffs, claim any position in a similar or lower scale which the employee can perform without further training within said department. Employees shall be recalled according to seniority in the inverse order of layoff. The employee shall return to work within ten (10) calendar days of written notice of recall by registered letter to the last recorded address or forfeit his seniority rights, and shall be subject to loss of job.

**ARTICLE 35**  
**Safety and Health**

**35.1** In the event a bargaining unit member believes they are experiencing a workplace safety issue, they shall immediately report the safety issue to the attention of their immediate supervisor. Supervisors are to do everything reasonably necessary to eliminate the identified hazard. If the Union believes that the hazard has not been eliminated with reasonable promptness, or that the supervisor has not taken reasonable steps to eliminate the hazard, the Union shall notify the Chief of Police who shall conduct an investigation and report his findings to the Union and the City Administrator. If the matter is not resolved at the Chief of Police level, the Union may file a grievance in accordance with the terms of this Agreement.

**ARTICLE 36**  
**Entirety and Modification Clause**

**36.1** The Employer and the Union agree that the terms and provisions herein contained constitute the entire Agreement between the parties and supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter herein. The Employer and the Union agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any item during the term of this Agreement except by mutual consent.

**ARTICLE 37**  
**Termination, Change or Amendment**

**37.1** This Agreement shall be effective July 1, **2015** and remain in full force and effect until June 30, **2018** for all provisions of this Agreement. 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, not less than **sixty (60)** days prior to **June 30, 2018**, or no less than **sixty (60)** days prior to the last day of any renewal term thereafter. **Notwithstanding anything to the contrary herein, each of the parties has the right to terminate this Agreement at the end of each year of its initial three (3) year term by giving the other party written notice of said termination not less than sixty (60) days prior to the end of each of those years. By way of illustration, should a party wish to terminate this Agreement at the end of the first year of its initial term, that party must provide written notice of the termination to the other party no later than May 1, 2016.**

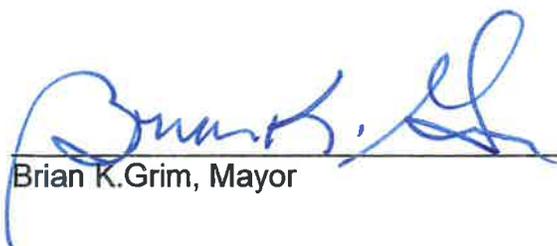
**ARTICLE 38**  
**Reopener**

**38.1** The parties will hold reopener negotiation sessions to address the issue of Wages and Economics for the second and third year of the Agreement. The reopener session for the second year of the Agreement shall begin no later than **April 1, 2016** and shall conclude no later than **June 15, 2016**. The reopener session for the third year of the Agreement shall begin no later than **April 1, 2017** and shall conclude no later than **June 15, 2017**.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this

18th day of August, 2015.

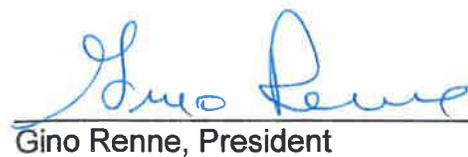
**MAYOR AND CITY COUNCIL OF CUMBERLAND**

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

**ATTEST**

  
\_\_\_\_\_  
Marjorie Woodring, City Clerk

**UFCW LOCAL 1994 MCGEO**

  
\_\_\_\_\_  
Gino Renne, President

## Appendix I

<b>Step</b>	<b>Entry</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>8</b>	<b>11</b>	<b>14</b>	<b>17</b>	<b>20</b>	<b>25</b>
<b>Sergeant</b>	46,571	47,503	48,453	49,422	50,410	51,417	52,445	53,495	54,564	55,656	56,768
<b>Corporal</b>	43,000	43,860	44,737	45,632	46,545	47,477	48,426	49,395	50,383	51,391	52,421
<b>Patrolman</b>	36,663	37,397	38,145	38,908	39,686	40,480	41,290	42,118	42,958	43,816	44,693

Employees are to be compensated at each appropriate step effective on their anniversary date at the start of each designated longevity year.

**AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT**

**THIS AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT** (“Amendment”) is made and executed this 1st day of September, 2015, by and between the **Mayor and City Council of Cumberland**, a municipal corporation of the State of Maryland, hereinafter referred to as the “Employer”, and the **United Food and Commercial Workers Local 1994 MCGEO**, hereinafter referred to as the “Union”.

**RECITALS:**

**WHEREAS**, on or about August 18, 2015, the Employer and the Union entered into a collective bargaining agreement applicable to the period from July 1, 2015 through June 30, 2018 (the “Agreement”); and

**WHEREAS**, the parties have agreed to amend the Agreement in accordance with the following terms and conditions, which they deem to be in their respective best interests.

**WITNESSETH:**

**NOW THEREFORE**, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties to this Amendment, they hereby agree as follows:

1. **Recitals.** The Recitals set forth above are not merely prefatory. They are incorporated by reference in this Amendment and form a part of the same as though they were set forth in full herein.

2. **Modifications to Agreement.**

2.1. **Modifications of Sections 10.3(b) & (c).** Subsections (b) and (c) of Section 10.3 of the Agreement (as they appear on page 7 of the said Agreement, see Exhibit A attached hereto and made a part hereof) are deleted in their entirety and replaced with the following language:

(b) **For FY2016, Police Officers covered under this Agreement shall be paid a bonus equal to one percent (1%) of their annual salary based on the pay schedule located in Appendix I of this Agreement, payable within sixty (60) days from the execution of the Agreement.**

(c) The parties will hold reopener negotiation sessions to address the issue of wages for the second and third year of the Agreement.

In order to facilitate the amendment of the Agreement in the manner aforesaid, the Exhibit B attached hereto and made a part hereof, which includes the modifications described herein and constitutes a new version of page 7 of the Agreement, shall be inserted into the executed originals of the Agreement and the old version of page 7 shall be removed therefrom.

3. **Effective Date.** The effective date of this Amendment shall be the date and year first above written unless otherwise provided herein.

4. **Limited Modification.** Except as specifically modified by this Amendment, all terms and conditions of the Agreement remain unchanged, in full force and effect, and are hereby ratified and confirmed by the Employer and the Union.

5. **Miscellaneous Provisions.**

5.1. **Invalidity.** If any provision or part of any provision of this Amendment shall be found for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other sections or the remaining part of any effective section of this Amendment and this Amendment shall be construed as if such invalid, illegal or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality or unenforceability.

5.2. **Binding Effect.** This Amendment shall inure to the benefit of the parties hereto and it shall be binding upon their respective successors and assigns.

5.3. **Captions.** The captions and various sections and paragraphs of this Amendment have been inserted only for the purposes of convenience. Such captions are not a part of this Amendment and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Amendment.

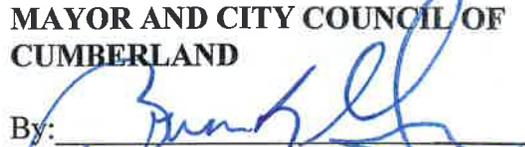
5.4. **Construction of Amendment.** This Amendment, having been executed in the State of Maryland, shall be construed, interpreted and enforced under the laws of the State of Maryland.

5.5. **Entire Agreement.** This Amendment constitutes and contains the entire agreement and understanding among the parties regarding its subject matter and may not be modified except in a subsequent writing signed by all of the parties hereto.

IN WITNESS WHEREOF, the Employer and Union acknowledge that this Amendment is their respective act and deed effective as of the date and year first above written and, in signing below, each of the signatories in their capacities as individuals certify under the penalties of perjury that they are duly authorized to execute this Amendment by their respective bodies on behalf of which they are signing.

**WITNESS/ATTEST:**

  
\_\_\_\_\_  
**Marjorie A. Woodring,**  
**City Clerk**

**MAYOR AND CITY COUNCIL OF  
CUMBERLAND**  
By:   
\_\_\_\_\_  
**Brian K. Grim, Mayor**

**UNITED FOOD AND COMMERCIAL  
WORKERS UNION LOCAL 1994  
MCGEO**

\_\_\_\_\_  
By:   
\_\_\_\_\_  
**Gino Renne, President**

# **EXHIBIT A**

**ARTICLE 9  
Lateral Entry**

**9.1** Persons hired as a Patrolman to the Cumberland City Police Department will be eligible for a maximum of five (5) years of prior service for purposes of placement on the wage scale. Prior service credit must be from an MPCTC certified law enforcement agency or someone who must complete a Comparative Compliance course. If the employee must complete a full academy, they are not eligible. Nothing in this Article prohibits the City from offering advances in vacation time to prospective employees of the police department.

**ARTICLE 10  
Salary and Wage Rates**

**10.1 Wage Compression**

If any future hires that are brought in above the entry level step on the wage scale because of prior experience, all current bargaining unit members salaries shall be reviewed and adjusted if necessary to prevent wage compression.

**10.2 Pay Policies**

The Employer will pay all employees biweekly.

**10.3 Salary Schedules**

- (a) Police Officers covered under this Agreement shall be compensated pursuant to the pay schedule located in Appendix I of this Agreement.
- (b) The parties will hold reopener negotiation sessions to address the issue of wages for the second and third year of the Agreement. .
- (c) In the event the City's financial condition improves and there are funds in excess of that necessary to maintain their financial recovery, then the parties may reopen this Agreement to discuss wages for FY-2013.

**10.4 Shift Differential**

Employees that work between the hours of 1900-0700 shall receive shift differential pay at the rate of **\$1.25** per hour.

**10.5 Field Training Pay**

Bargaining unit members who are field training officers shall receive an additional **two dollars (\$2.00)** per hour for each hour they are assigned a trainee.

# **EXHIBIT B**

**ARTICLE 9  
Lateral Entry**

**9.1** Persons hired as a Patrolman to the Cumberland City Police Department will be eligible for a maximum of five (5) years of prior service for purposes of placement on the wage scale. Prior service credit must be from an MPCTC certified law enforcement agency or someone who must complete a Comparative Compliance course. If the employee must complete a full academy, they are not eligible. Nothing in this Article prohibits the City from offering advances in vacation time to prospective employees of the police department.

**ARTICLE 10  
Salary and Wage Rates**

**10.1 Wage Compression**

If any future hires that are brought in above the entry level step on the wage scale because of prior experience, all current bargaining unit members' salaries shall be reviewed and adjusted if necessary to prevent wage compression.

**10.2 Pay Policies**

The Employer will pay all employees biweekly.

**10.3 Salary Schedules**

- (a) Police Officers covered under this Agreement shall be compensated pursuant to the pay schedule located in Appendix I of this Agreement.
- (b) For FY2016, Police Officers covered under this Agreement shall be paid a bonus equal to one percent (1%) of their annual salary based on the pay schedule located in Appendix I of this Agreement, payable within sixty (60) days from the execution of the Agreement.
- (c) The parties will hold reopener negotiation sessions to address the issue of wages for the second and third year of the Agreement.

**10.4 Shift Differential**

Employees that work between the hours of 1900-0700 shall receive shift differential pay at the rate of \$1.25 per hour.

**10.5 Field Training Pay**

Bargaining unit members who are field training officers shall receive an additional two dollars (\$2.00) per hour for each hour they are assigned a trainee.

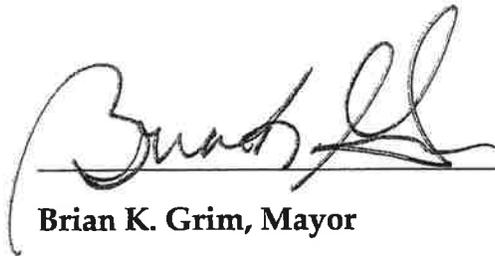
**- Order -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 25,868

DATE: September 01, 2015

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

THAT the Mayor be and is hereby authorized to execute an "Amendment to Collective Bargaining Agreement," by and between the Mayor and City Council of Cumberland and the United Food and Commercial Workers Local 1994 MCGEO, agreeing to a modification of Section 10, Subsections (b) and (c) pertaining to a 1% stipend and reopener negotiations.

  
\_\_\_\_\_  
**Brian K. Grim, Mayor**

SEP 01 2015



## **WORD INDEX**

## A

- acting pay, 9
- agency shop, 2
- allowances. *See* reimbursements and allowances
- alteration of vacations, 16
- amendment of Agreement, 28, 29
- American Arbitration Association, 25
- annual leave, 15–16
- annual military training, 20
- arbitration of grievances, 24–25
- assignments
  - acting pay, 9
  - management rights regarding, 4
  - temporary or special, 11–12

## B

- bargaining team, 3
- benefits, 21–23
- bereavement leave, 19
- best practices and procedures, 1
- breaks, in seniority, 5, 6
- breaks, rest and meal, 10
- bulletin boards, 27

## C

- call back pay, 9
- call outs, 8
- canceled vacations, 16
- carry-over of time off, 16
- check off, 2
- City Council and Mayor of Cumberland. *See* Employer city meetings, 3
- clothing
  - allowances, 14
  - Employer provision of uniforms, 27
- co-pay schedule for insurance benefits, 22
- comp leave
  - court time, 12
  - holiday work, 14
  - twelve-hour shifts, 9
- conjugations and tenses, 1
- costs. *See also* reimbursements and allowances

- arbitration of grievances, 25
  - fees and dues, 2
  - reservation costs due to rescheduling vacations, 15
- court time, 12
- covered employees, 2
- Cumberland, Mayor and City Council of. See Employer

## D

### date

- effective date of Agreement, 29
- making and execution of Agreement, 1
- death in the family, bereavement leave for, 18–19
- disability leave, 19
- discharge or termination
  - accrued vacation time, 16
  - breaks in seniority, 5, 6
  - management rights regarding, 4
  - reductions in force/layoffs, 28
  - rehire policy, 5
- discrimination prohibition, 26
- double-time, 8, 14
- dues and fees, 2

## E

- effective date of Agreement, 29
- eight-hour shifts, 10
- emergency leave, 19
- Employer (Mayor and City Council of Cumberland)
  - city meetings, notification of, 3
  - items not expressly contained in Agreement as prerogative of, 1
  - LMRC (Labor Management Relations Committee), 26
  - maintenance of standards, 26
  - management rights of, 4–5
  - no lockout agreement, 2
  - as party to agreement, 1
  - recognition of Union as exclusive bargaining agent, 2
  - uniforms and equipment, provision of, 27
- entirety and modification clause, 28
- equipment and facilities, 4, 27
- eyeglasses, 22–23

## F

facilities and equipment, 4, 27  
Fair Labor Standards Act (FLSA), 13  
Family and Medical Leave Act (FMLA), 18  
Federal Mediation and Conciliation Service (FMCS), 4  
fees and dues, 2  
field training pay, 7  
fitness, 10  
firings. *See* discharge or termination  
flex time, 9  
FLSA (Fair Labor Standards Act), 13  
FMCS (Federal Mediation and Conciliation Service), 4  
FMLA (Family and Medical Leave Act), 18  
free parking, 27  
funerals, bereavement leave for, 18–19

## G

gender usage, 1  
glasses, 22–23  
good practices and procedures, 1  
grant overtime, 8  
grievance and arbitration procedure, 24–25

## H

harmonious relations, Agreement striving for, 1  
health and safety hazards, 28  
health care benefits, 21–23  
Health Coalition, 23  
hiring of employees, 4  
holdovers, 8  
holidays, 14

## I

impasse, 3–4  
insurance benefits, 21–23  
items not expressly contained in Agreement, 1

## J

jury duty, 19

## K

K-9 handlers, 10

## L

Labor Management Relations Committee (LMRC), 10, 21, 26

lateral entry, 7

laundry allowance, 14

Law Enforcement Officers of the State of Maryland Pension System (LEOPS), 23

layoffs, 28

leave. *See* time off

leave of absence, 21

LEOPS (Law Enforcement Officers of the State of Maryland Pension System), 23

life insurance, 23

LMRC (Labor Management Relations Committee), 10, 21, 26

Local 1994. *See* Union

lockouts, 2

loss of seniority, 5

lunch periods, 10

## M

maintenance of standards, 26

management rights, 4–5

Mayor and City Council of Cumberland. *See* Employer

meals

    lunch periods, 10

    travel reimbursements and allowances, 12

mediation of impasse, 4

medical benefits, 21–23

medical certification for sick leave, 17

military service, 21

military training, time off for, 20

modification of Agreement, 29

## N

### negotiations

- bargaining team, 3
  - entirety and modification clause, 28
  - impasse, 3–4
  - reopening, 28, 29
  - Union Stewards, 2–3
  - visitation rights, 27
- new employee orientation, 3
- notification and notice posting
- bulletin boards, 27
  - city meetings, 3
  - impasse, 4
  - temporary or special assignments, 11, 12
  - termination, amendment, or modification of Agreement, 29
  - Union notices, 26, 27
  - vacancies, 6
  - work rule changes, 28

## O

- occupational safety and health hazards, 28
- off-duty work, 8
- optical benefits, 22–23
- overtime
- management rights, 4
  - pay schedule, 8

## P

- parking, 27
- parties to Agreement, 1
- Partnership Agreement, 1
- pay. See salaries and wages
- pensions, 23
- personal protective equipment, 27
- personal vehicles, use of
- court time, 12
  - parking, 27
  - reimbursements and allowances, 12
- physical fitness incentive bonus, 9
- picketing, 2
- plural and singular usage, 1
- political check off, 2
- posting. See notification and notice posting

- prescription drug coverage, 22
- prior service credits, 7
- probationary period, 3
- promotions
  - eligibility for, 11
  - management rights regarding, 4
- purpose of Agreement, 1

## R

- Recognition Agreement, 2
- records
  - grievances, 25
  - sick leave, 18
- reductions in force, 28
- refusal to work, 2
- rehire policy, 5
- reimbursements and allowances
  - clothing, 13
  - reservation costs due to rescheduling vacations, 15
  - training, 13
  - travel and meals, 12
- relief from duty, 4
- remuneration. *See salaries and wages*
- reopening negotiations, 29
- reservation costs due to rescheduling vacations, 15
- retirement benefits, 8, 23

## S

- safety and health hazards, 28
- salaries and wages, 7–9
  - accrued vacation time, 16, 20
  - acting pay, 9
  - biweekly payment of, 7
  - call back pay, 9
  - canceled or altered vacation time, work time requiring, 16
  - court time, 12
  - disability leave, 19
  - field training pay, 7
  - jury duty, 19
  - K-9 handlers, 9
  - overtime pay, 8
  - premium holidays, 14
  - schedule of, 7, 30
  - shift differentials, 7, 10

- twelve-hour shifts, 9
- vacancy postings, 6
- wage compression, 7
- schedules of work. *See* work schedules
- scheduling annual leave, 15
- selection of employees, 4
- sell back policy
  - annual leave, 16
  - sick leave, 18
- seniority, 5–6
  - breaks in/loss of, 5
  - defined, 5
  - leaves of absence, 21
  - reductions in force/layoffs, 28
  - rehires, 6
  - vacancies, 6
- seniority list, 6
- separation from employment. *See* discharge or termination
- severability of Agreement, 1
- shift differentials, 7, 10
- shifts. *See* work schedules
- sick leave, 17–18
  - accrual rates, 17
  - annual leave transferred to, 17
  - FMLA policy, 18
  - medical certification, 17
  - records, 18
  - requests for, 17
  - sell back policy, 18
  - use of, 17
- sick leave restriction, 17
- sickouts, 2
- singular and plural usage, 1
- special or temporary assignments, 11–12
- standards, maintenance of, 26
- Stewards representing Union, 2–3, 19
- strikes, 2
- suspension, 4

## T

- temporary or special assignments, 11–12
- tenses and conjugations, 1
- termination of Agreement, 29
- termination of employees. *See* discharge or termination
- time limits on arbitration of grievances, 25
- time off, 14–21. *See also* comp leave; sick leave

- accrued vacation time, payment for, 16, 20
- altered or canceled, 16
- annual leave, 15–16
- bereavement leave, 19
- breaks, 10
- carry-over, 16
- disability leave, 19
- emergency leave, 19
- holidays, 14
- jury duty, 20
- leave of absence, 21
- lunch periods, 10
- military service, 21
- military training, 20
- scheduling, 15
- sell back policy for annual leave time, 16
- training time, 13
- twelve-hour shifts, officers on, 9
  - for Union business, 19
- trading shifts, 10
- training
  - field training pay, 7
  - reimbursement for, 13
  - temporary or special assignments, 12
- transfers
  - management rights regarding, 4
  - from temporary or special assignments, 11
- travel
  - court time, 12
  - reimbursements and allowances, 12
- twelve-hour shifts, 9, 14

## U

- uniforms
  - clothing allowances, 13
  - Employer provision of, 27
- Union (United Food and Commercial Workers Local 1994 MCGEO)
  - discrimination based on membership in, 26
  - dues, 2
  - as exclusive bargaining agent, 2
  - grievance procedures, Union Representatives in, 24–25
  - LMRC (Labor Management Relations Committee), 26
  - maintenance of standards, 26
  - no strike agreement, 2
  - notices, posting, 26, 27
  - as party to agreement, 1

- Stewards representing, 2–3, 19
- time off for Union business, 19
- visitation rights, 26–27
- unlawful and unenforceable Articles, 1

## V

- vacancies, 6
- vacation. *See* time off
- visitation rights of Union representatives, 26–27

## W

- wage compression, 7
- wages. *See* salaries and wages
- weekend military training, 20
- work rule changes, 28
- work schedules, 9–10
  - breaks and lunch periods, 10
  - court time, 12
  - eight-hour shifts, 10
  - flex time, 9
  - holidays, 14
  - kennel time for K-9 handlers, 9
  - management rights, 4
  - shift differentials, 7, 10
  - trading shifts, 10
  - twelve-hour shifts, 9, 14
- work stoppages or slowdowns, 2
- working conditions, 4–5, 27
- workplace safety and health hazards, 28



