

**AGREEMENT BETWEEN THE
CITY OF HAGERSTOWN, MARYLAND
AND
THE AMERICAN FEDERATION OF
STATE COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 67, LOCAL 1540**



Effective 0001 hours Saturday, July 1, 2022
And shall continue in full force
And effect until 2400 hours on Tuesday, June 30, 2025

Article 1	Purpose.....	3
Article 2	Union Recognition, Union Security, Deduction of Union Dues.....	4
Article 3	Grievances and Arbitration Procedure.....	6
Article 4	Union Stewards and Union Representation	8
Article 5	Discrimination.....	9
Article 6	Seniority.....	10
Article 7	Holidays	13
Article 8	Vacations.....	14
Article 9	Sick Leave.....	16
Article 10	Other Leave.....	18
Article 11	Military Training Leave	20
Article 12	Leave of Absence	21
Article 13	Hours of Work	22
Article 14	Overtime	24
Article 15	Safety and Health.....	26
Article 16	Bulletin Boards	27
Article 17	Health and Welfare	28
Article 18	Visitation.....	31
Article 19	Working Conditions.....	32
Article 20	Rates.....	33
Article 21	Retirement.....	34
Article 22	Contracting and Subcontracting of Public Work.....	35
Article 23	Discipline and Discharge	36
Article 24	Duration of Agreement	37
Article 25	Training Program.....	38
Article 26	Invalidation.....	39
Article 27	Changes to Job Descriptions Requiring Job Evaluations and Review.....	40
Notes.....		41
Miscellaneous.....		42
Approval Signatures.....		43
Appendix A AFSCME 1540 Pay Scale 7/4/22 – 7-2/23.....		44
Appendix B AFSCME 1540 Pay Scale 7/3/23 – 6/30/24.....		45
Appendix C AFSCME 1540 Pay Scale 7/1/24 – 6/30/25.....		46

ARTICLE 1
PURPOSE

Section 1

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the City of Hagerstown and the employees covered hereby, to insure collective bargaining and to establish proper standards of wages, hours, working conditions and other conditions of employment.

Bulletins, Policies, Work Rules, and Orders: A copy of any order, policy, general order, work rule, regulation or training bulletin will be made available to the Recording Secretary of A.F.S.C.M.E., Local 1540.

Section 2 – Management Rights

The City of Hagerstown shall determine and administer the mission of the government, and operate the affairs and direct the work force of the City and its departments and other subdivisions in all aspects, including but not limited to the services to be rendered; the efficiency of operations; the methods, means and personnel by which such operations are to be conducted; the right to discipline, suspend or discharge for due cause; and to take whatever action and issue rules, policies and regulations necessary to carry out these and all other managerial functions entrusted to it, except as expressly modified or restricted by a specific provision of this Agreement.

ARTICLE 2
UNION RECOGNITION AND UNION SECURITY
AND DEDUCTION OF UNION DUES

Section 1 – Union Recognition

- a) The Employer recognizes the Union, Local 1540, A.F.S.C.M.E., A.F.L.-C.I.O., as the exclusive collective bargaining agent of the employees covered by this Agreement, which shall include all employees of the City of Hagerstown, except for the following: uniformed members and detectives of the Police Department, uniformed members of the Fire Department, Light Department, the Human Resources Department, supervisory and administrative personnel, seasonal employees and Administrative Assistants to Department Managers for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment. The Union may represent temporary and seasonal employees who work more than seven months per calendar year and part-time employees who average more than thirty hours per week. In the event that such seasonal or part-time positions which exceed the time limits listed above are created, the City will meet with the Union to discuss wages and other terms of employment.
- b) The employer agrees to furnish the Union with titles or classifications, rates of pay and job descriptions of all eligible employees. The Union agrees to furnish the City with a current copy of the Charter and Bylaws of both the Local Union and Council No. 67 of the A.F.S.C.M.E. Union.

Section 2 – Union Security

- a) Agency Shop – Each employee who, on the effective date of this Agreement, is eligible to become a member of the Union or who shall thereafter become a member, pay the Union dues uniformly charged by the Union for membership should they decide to become a member. Employees hired on or after the effective date of this Agreement, upon completion of their probationary period, may become a member of the Union.
- b) Dues Deduction Authorization – The employer shall deduct, at each regular pay period, out of the current wages payable to each employee member of the Union who individually request, Union initiation fees and regular monthly membership dues as certified in writing by the Treasurer of the Union, upon receipt of the duly executed payroll deduction authorization of the employee, which authorization shall be automatically renewed for successive twelve month periods unless revoked in writing.
- c) Enforcement of Union Security – The provisions of Article 2, Section 2 of the Agreement shall be subject to the grievance and arbitration procedures set forth in Article 3 of this Agreement.
- d) Union to Indemnify Employer – The Union shall indemnify and save the employer harmless of any and all claims, grievances, actions, suits, other forms of liability or damage that arise out of or by reason of any action taken by the employer for the purpose of complying with any provisions of Article 2, Section 2, and the Union assumes full responsibility for the disposition of the funds deducted under Paragraph (b) of this Section 2, as soon as they have been remitted by the employer to the Union.

- e) Strike Action Forbidden – The Union, its officers, agents, representatives and members shall not authorize, participate in, ratify or condone any strike, slowdown, or stoppage of work or other interference with or interruption of operations at any of the City's facilities.
- f) Lockouts Forbidden – The City of Hagerstown will not lock out any employee as a result of a labor dispute with the Union.
- g) AFSCME PEOPLE – The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in 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. The employer agrees to remit any deductions made pursuant to this provision promptly to the union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
- h) The union President and/or the Staff Representative shall have the opportunity to attend new employee orientation sessions conducted by the employer. The union shall have fifteen (15) minutes during the session to explain contractual rights and introduce new employees to the union. In the event the employer does not hold a formal orientation within thirty (30) days of the initial employment of an employee, the union shall be provided with the name of the employee and his/her duty location and the union shall have an opportunity to meet with the employee for fifteen (15) minutes on duty time to explain contractual rights and introduce new employees to the union

ARTICLE 3
GRIEVANCES AND ARBITRATION PROCEDURE

Section 1

A grievance shall be considered to exist only when there is a disagreement involving the interpretation or application of this Agreement. No grievance or its settlement shall expand or modify 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.

Step 1 - The Union Steward, with the aggrieved employee, shall discuss the grievance or dispute with the immediate supervisor within ten (10) working days from the date of the grievance or his/her knowledge of its occurrence provided however, that under no circumstances would the City be financially responsible for more than ninety (90) days. There shall be no financial responsibility to the City for any grievance prior to the date of this Agreement. The immediate supervisor shall attempt to adjust the matter and shall respond to the Union Steward within five (5) working days in writing. If the City does not answer within five (5) working days, Union may appeal to the next step.

Step 2 - If, after a thorough discussion with the immediate supervisor, the grievance has not been satisfactorily resolved, the Union Steward and the President of Local Union, or Chief Steward, and the aggrieved employee shall, after written appeal, discuss the grievance with the Department/Division Manager, within five (5) working days after the immediate supervisor response is due. The Department/Division Manager shall respond in writing within five (5) working days to the Union President, the grieving employee, and the Chief Shop Steward. If the City does not answer within five (5) working days, the Union may appeal to the next step.

Step 3 - If, after a thorough discussion with the Department/Division Manager the grievance has not been satisfactorily resolved the Union Steward, the aggrieved employee, the President of the Local Union, or Chief Steward, and the Union Representative shall, after written appeal, discuss the grievance with the Human Resources Director within five (5) working days after the Department/Division Manager response is due. The Union President may file a grievance on behalf of the local or a group of members at the Step 3 level with the agreement of the Human Resources Director. The Human Resources Director shall respond in writing within ten (10) working days to the Union may appeal to the next step. The local Union President or the Chief Steward shall receive a copy of any grievance filed at this level.

Step 4 - If, after a thorough discussion with the Human Resources Director the grievance has not been satisfactorily resolved the Union Steward, the aggrieved employee, the President of the Local Union, or Chief Steward, and the Union Representative shall, after written appeal, discuss the grievance with the City Administrator within five working days of receiving the written response from the Human Resources Director. The City Administrator shall respond in writing within fifteen (15) working days to the Union President and Representative. If not satisfactorily resolved, the Union may appeal to the next step.

Step 5 - Final and binding arbitrations are limited to grievances arising out of the alleged violation or interpretation of a specific provision of this Agreement. If a grievance is still not resolved either party may, upon written notice to the other, request that the grievance be submitted to arbitration. Such request for arbitration must be made within ten (10) working days of the response. If, however, the grievance is not appealed to arbitration as provided for, the Step 3 answer shall be considered as a settlement of said grievance.

The arbitrator shall be selected by obtaining a list of seven (7) individual Arbitrators from the Federal Mediation and Conciliation Service within ten (10) working days of the receipt of written notice. Costs and expenses assessed by the arbitrator shall be shared equally by the parties. Each party shall pay for its own counsel.

Section 2

Time limits may be extended under this Article by mutual agreement of the parties.

ARTICLE 4
UNION STEWARDS AND UNION REPRESENTATION

Section 1

The Employer recognizes and shall deal with one accredited Union Steward or one alternate within each section, group, division or department, as established by the City and the Union President in all matters relating to grievances and interpretation of this Agreement. The Steward representing the aggrieved shall follow all steps of the grievance procedure until settlement of same.

Section 2

A written list of the Union Stewards (such list to indicate areas to be represented by Stewards) shall be furnished to the Human Resources Department and operating departments immediately after their designation and Union shall notify the Human Resources Department and operating departments promptly of any changes of such Union Stewards. There shall be no more than a combined total of twenty-five (25) persons serving as Stewards.

Section 3

Union Steward and the Union President shall be granted reasonable time off during working hours to investigate and settle grievance or other Union business (such as an employee's safety concern, attempting to pre-empt a grievance being filed or similar issue that should take a reasonably short time to settle) upon notice to and with the approval of their immediate supervisor and the immediate supervisor of the employee being contacted.

Section 4

The Principal Officers and the Representatives of the Union shall meet as necessary with the various Department Managers and the Human Resources Director to discuss mutual problems.

Section 5

In addition to the Union Business Representative, the number of persons serving on the Union Negotiating Committee shall consist of five (5) people (President, Recording Secretary, and three (3) departmental representatives.)

Section 6

The Union President and the area Staff Representative shall be issued an up to date copy of the City of Hagerstown Human Resources Policy and Procedures Manual and shall be issued any revision to such manual when revised.

ARTICLE 5
DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, religion, sexual orientation, disability, union or political affiliation or other basis protected by law. The Union and the City shall have the same responsibility for applying this provision of the Agreement.

There shall be no discrimination, interference, influence, restraints, or coercion by the Union or the City against any employee of the City because of positions taken by said employees or any activity in official capacity on behalf of either party.

**ARTICLE 6
SENIORITY**

Section 1

Seniority standing shall be granted to all employees. The standing is to be determined on the basis of actual length of continuous service from the latest date of regular employment with the Employer. All new employees shall be placed on the seniority list as of the first day of employment. Until the completion of a probation period, not to exceed six (6) months, a probationer may be discharged, or probation extended at the City's discretion and such action will not be subject to the grievance or arbitration procedure. The probationary period for any current employee who bids for and transfers to a different position shall be thirty (30) days. The probationary period for an employee who bumps into another position shall be thirty (30) days. Until the completion of the probationary period a probationer may be discharged, or probation extended at the City's discretion. The City agrees to meet with the Union and discuss the issue of termination prior to the action taking place. Prior to termination, the employee will be given an opportunity to apply for any open position the City intends to fill.

Section 2

An employee shall lose his/her seniority upon separation from City employment. As a rehire, the employee is subject to the same benefits and conditions of employment as any other new hire.

Section 3

The City reserves its Management Right to furlough or lay off employees during the term of this contract.

Section 3 A

In the case of reduction of work force or elimination of positions, AFSCME 1540 employees who lose a full time position:

- will have the opportunity to be considered for current occupied part-time positions at the time of their lay-off, and
- will have first preference for part-time positions posted to the general public in the future, up to 24 months from the date of lay-off.

AFSCME 1540 employees who have been laid off can only be considered for the positions mentioned above if they are able to demonstrate competences in duties of the part-time position for which they have applied.

Section 3B:

The City reserves the right to furlough employees up to 40 hours for each fiscal year and the pay deductions would be divided equally over the remaining checks for that fiscal year.

In the case of workforce reduction or the elimination of position(s), City seniority shall govern, when qualifications and ability are equal. Job eliminations or reductions will begin in the department(s) identified by the City. A Union representative will be available for an employee during a meeting regarding their position elimination. The most senior member of Local 1540's employees scheduled for lay-off or job elimination will have the first opportunity to bump into any Local 1540 filled position or vacancy the City decides to post and fill. The employee exercising bumping rights must meet all minimum/entry level criteria listed on the job description, (education, experience, licenses, and

certifications, and mental and physical requirements.) They must also demonstrate their ability to perform the work, as measured by a written and/or demonstrated by a hands-on performance test to enter the position. A minimum passing score of 70% will be required. Each employee scheduled for lay-off or job elimination may within eight (8) working days notice of the elimination or lay-off, claim any AFSCME 1540 position which is occupied by an employee with less City seniority (hire date). Only AFSCME 1540 members can bump into AFSCME 1540 positions. If the employee fails to perform the functions of the position within the thirty (30) day probation period by demonstrating the ability to perform the skills required for that position, then the employee forfeits any additional bumping rights and could be laid off with recall rights.

In cases where an employee has a State certification that is required by the City and the certification cannot be accomplished within one (1) year, that employee can only be bumped by someone with an equal State certification. An employee with greater seniority and equal or greater pay grade may bump into a position requiring certification if the certification can be accomplished in one (1) year or less. They may also bump into a certified position if the certification is not required by the City but the certification is only needed as an advancement in their career path. When an employee bumps in this fashion he/she will be bumping into the lower pay grade. An example of this follows:

1. An employee is a grade 8 without certification but has advanced to a grade 9 with a certification (this certification is not City required but needed only to advance pay grades on a career path). If you are senior to this person and have an equal or higher pay grade (grade 9 or up) and are qualified for the position, you can bump this person but you will be getting the uncertified pay grade of 8.

Employees shall be recalled in the inverse order of the layoff, and employees will remain eligible for recall for a period of 18 months subsequent to the layoff effective date. When recalled, an employee shall return to work within fourteen (14) work days of written notice of recall by registered letter to the last known filed address or forfeit his/her right to recall.

After the 18 months the former employee would be eligible to apply to posted vacancies when jobs are posted to the general public and will only be considered after 1540 positions are posted internally for current members to apply for a transfer.

Section 4

The Employer may make temporary transfer of employees to positions other than those they normally perform in order to meet the requirements of the operation of the City. These temporary transfers may be within the same division within a City Department or may be temporary transfers of personnel from one department to another department. In order to be considered a transfer under this Section, 1 hour per day must be required to be worked in the other position. A temporary transfer within a job description career path to meet operational requirements is also permitted under this Article. If the temporary transfer within the employee's career path exceeds 60 calendar days, the upgrade will become permanent.

All temporary transfers shall be offered to the most senior qualified employee. If in the event the City is unable to obtain a volunteer for the temporary transfer, it shall be assigned to the least senior qualified employee.

Any employee temporarily transferred shall be paid either the rate of the position from which he/she is transferred or the rate of the position to which he/she is transferred, whichever is higher. The employee shall be compensated for the actual hours worked.

Temporary transfers shall be for a period no longer than thirty (30) consecutive work days unless mutually agreed to by the parties.

Any position that requires more than seventy-five (75) work days within a calendar year of temporary transfer shall be considered an open position and be posted.

An employee being viced for two consecutive weeks or longer shall receive holiday pay during that period at the vicing rate.

Section 5

Notice of all vacancies that the City determines to be filled shall be posted on all employee bulletin boards in the City within five (5) days following that determination. Employee shall be given five (5) calendar days time in which to make application to fill vacancy, unless a shorter period is mutually agreeable to both parties. Applications must be stamped in by Department Administrative Assistants—or received by Human Resources Department by the closing date listed on the job posting. In the filling of vacancies, full-time non-probationary employees will be given preference over probationary employees. Departmental preference will be given to applicants. The employee with necessary ability or qualifications and greatest seniority making such application shall be awarded position involved and such award shall be made within forty-five (45) days following the posting on the bulletin board.

The City shall have the right to test employees desiring a transfer (BID) or a promotion to any position which requires a specialized expertise or technical skill. All tests shall be job related. Employees who desire to transfer (BID) to another department within the same classification and who possess all required certifications shall not be subject to testing. The City maintains the right to establish any test it deems appropriate for selecting new hires.

In the event there is a disagreement on an award, an appeal may be made through the use of the grievance procedure. Newly created positions or vacancies are to be posted to include the following information: The type of work, place of work, rate of pay, hours of work and classification.

Section 6

The agreed to seniority lists shall be brought up to date on June 1st and December 1st of each year and posted on employees bulletin boards; such lists shall contain dates of hire, classification and department. A copy of seniority lists shall be sent by mail to the Secretary and President of the Union.

Section 7

The Employer shall notify the Local Union Secretary in writing of all new hires, terminations, layoffs and recalls each month.

**ARTICLE 7
HOLIDAYS**

Section 1

The following days shall be holidays with pay: New Year's Day, Martin Luther King's Birthday, Presidents Day, Good Friday, Memorial Day, Juneteenth, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the last working day before Christmas, Christmas Day, provided, however that in order to be eligible for holiday pay, employee must work the scheduled work day before and after the holiday, unless on approved leave.

For the regular classification of work assignment, holidays falling on Saturday shall be observed on the preceding Friday and holidays falling on Sunday shall be observed on the following Monday. For the continuous classification of work assignment, holidays shall be observed on the calendar day except for the Monday-observed holiday for Martin Luther King's Birthday, Memorial Day, Labor Day and Presidents Day. An employee in continuous classification of work assignments shall receive a full day's pay for a holiday that falls on a regularly assigned rest day, however, no shift differential shall be applicable. Employees required to work on the day on which a holiday is observed shall be paid the applicable overtime rate for all hours worked in addition to holiday pay as follows:

- a) One and one-half times the regular rate for all hours worked on a holiday which occurs during the first five (5) days of their work week.
- b) Employees who work unscheduled overtime or are on call on Thanksgiving Day and/or Christmas Day (December 25th) shall receive double time (2x their regular rate of pay) for all hours worked.

If a holiday falls during an employee's vacation period, he/she shall not be charged a vacation day when paid for the holiday.

Employees in continuous operations required to work Holidays will be provided a minimum of 5 days notice by their supervisors should they be required to work the holiday. Note that not all continuous operation employees will be scheduled to work Holidays. Senior employees on each shift will be given the first opportunity to accept or refuse the assignments. Holiday schedules will be based on the needs on the department/division.

Section 2

Existing employees and all employees hired prior to July 1 shall be provided with three (3) paid personal days per year. Employees hired on or after July 1 shall receive one (1) paid personal leave day for their first year. All personal days must be used by the end of the calendar year, with an exception being made for employees hired on or after December 1. An employee who begins on or after December 1st is not eligible for personal time for the remainder of the calendar year. Personal Leave days shall be granted upon request to employee's supervisor and may be used in any increment, but may not be used to circumvent occurrences of tardiness or other personnel policies.

**ARTICLE 8
VACATIONS**

Section 1: Vacation allowances

1. There shall be no vacation time earned or accrued during the first six (6) months of continuous service.
2. Beginning on the 7th month of continuous service, an employee shall earn 1.53845 vacation hours per week with a limit of 80 hours for a full calendar year of employment.
3. Beginning on the 61st month (after the 5th full year of employment) of continuous service, an employee shall earn 2.3077 vacation hours per week with a limit of 120 hours for a full calendar year of employment.
4. Beginning on the 109th month (after the 9th full year of employment) of continuous service, an employee shall earn 3.0770 vacation hours per week with a limit of 160 hours for a full calendar year of employment.
5. Beginning on the 205th month (after the 17th full year of employment) of continuous service an employee shall earn 3.8462 vacation hours per week with a limit of 200 hours for a full calendar year of employment.

Section 2: Vacation Carry-Over

Total vacation carry-over cannot exceed 80 hours plus the annual accrual amount for that year. Vacation allowance in excess of the 80 hours plus the annual amount will be forfeited at the end of the calendar year, unless the City is the cause of the unused leave. In that instance, the employee may carry over the excess unused leave into the next calendar year, provided, that he/she must use the excess unused vacation leave between January 1 and June 1 of that calendar year.

Section 3: Computation of Vacation Pay

Pay for all vacation will be based on the rate of pay of the employee at the time of the beginning of the vacation including shift differential if any.

Section 4: Reimbursement of Reservation costs

Any reservation costs incurred by an employee through re-scheduling his/her vacation at the City's request will be reimbursed, provided the costs are substantiated in writing.

Section 5: Vacation Pay in Advance of Vacation

Vacation pay in one week increments may be received in advance, provided, that the employee gives seven (7) calendar days written notice to the City's Finance department.

Section 6: Payment for Work during Vacation Time

Any employee required to return to work during a previously scheduled vacation shall be compensated for the time actually worked at the time of one and one-half times the regular rate (computed on a straight rate basis) for the current vacation work only. Any remaining vacation time may be rescheduled in accordance with the provisions of the applicable collective bargaining agreement for scheduling of vacations.

Section 7: Payment of Earned Vacation Upon Leaving City Employment

An employee leaving City employment will be paid for all vacation earned, unless the employee is leaving employment because of a termination for cause.

Section 8: Limitations on Use of Earned Vacation

Vacation leave may be used, with supervisory approval, in any increments up to the total number of vacation hours earned and credited to the employee's vacation account.

The status of each employee's vacation is available on their pay advice forms.

Section 9: Vacation Preference

Vacation preference shall be determined on the basis of departmental seniority, with the understanding that vacation must be scheduled so that the City can maintain services to the public.

Section 10: Vacation Requests

Vacation requested received by March 31st will be granted on a seniority basis. Vacation Requests received after March 31st will be granted on a first-come, first-serve basis, with the understanding that vacation must be scheduled so the City can maintain services to the public.

ARTICLE 9
SICK LEAVE

Section 1 - Earning of Sick Leave

As of January 1, 2011, full time employees will earn the equivalent of one (1) sick day per month, accruing at 1.8462 hours per week.

Section 2 - Use and Accumulation of Sick Leave

a. Use of Sick Leave: Sick Leave may be used in any increment, as needed. Sick leave may ~~also~~ be used for medical, dental, eye, and counseling appointments.

An employee who is going to be absent on a work day or shift, other than for a previously authorized absence, must notify his/her supervisor before the work day or shift is scheduled to begin and must so notify the supervisor on each day of the absence, unless a physician provides notification that the absence will be an extended one. In the case of a habitual absentee who has been given a prior written warning, the employee may be required to furnish a doctor's certificate or other proof of illness or injury in order to be permitted to use sick leave for his/her absence or to submit to an examination by a doctor of the City's choice. A medical doctor's certificate will be required for any absence in excess of three (3) scheduled working days that is caused by illness or injury. Employees may use up to five (5) days of sick leave, to care for an immediate family member who is ill. Immediate family members include: child, spouse, parent, grandparent, or other dependent relative for whom the employee assumes financial responsibility. Family sick days are excused except if taken consecutively beyond three day, which will require a doctor's note.

b. Accumulation of Sick Leave: An employee may accumulate up to one hundred forty-five (145) days maximum sick leave. Twelve (12) days granted per year, as provided above in Section 1, may be accumulated to the 145-day maximum.

c. An employee who does not use any sick leave days for the first six months of the calendar year, may convert one (1) sick day to vacation leave. An employee who completes the entire calendar year without using sick leave days may convert an additional three (3) days of sick leave to vacation leave. The days converted to vacation are not subject to the maximum vacation limitations. An exception to this would be that employees who use combined sick hours that total less than one full work day would still be eligible for sick leave to vacation conversion.

d. **“Recording and Banking “Sick Leave in Excess of the Maximum That May be Accumulated:** The City also agrees to “record and bank” any sick leave that is granted and accumulated in excess of the 145-days maximum, as described above in subsection b. of this Section, and that is not sold back to the City pursuant to subsection c. of this Section. A maximum of 100 days may be “recorded and banked” in this manner. These days may be used as justification to the City Administrator, if it becomes necessary for an individual to petition the City Administrator for an extension of sick leave up to the duration of the sick leave that has been “recorded and banked”. These days may also be used as described below in Section 3.

Section 3 - Payment of Sick Leave: Retirement

When an employee retires, they will be paid one hundred percent (100%) of the amount of their accumulated sick leave from their "active" sick leave balance up to a maximum payout of \$12,000. (Banked" sick leave is excluded for the purposes of this calculation.)

Credit for sick leave will be given in accordance with the applicable retirement plan (Plan).

*In the event that any other employee group is provided a more gradual phase down of this program, it will be applied to AFSCME-1540 on the same schedule.

Section 4 - Payment of Sick Leave: Leaving Employment

If an employee leaves his/her employment with the City for reasons other than retirement, he/she will be paid for the sick leave that he/she has accumulated in accordance with subsection b. of Section 2. Additional sick leave that has been "banked and recorded" in accordance with subsection d. of Section 2 is excluded for the purposes of this calculation. Payment for accumulated sick leave under this Section shall be at one-half (1/2) if the employee's regular rate of pay as of the time of leaving employment and the remainder will stay on his/her record in the event he/she is reinstated. The maximum amount paid to an employee under this Section is Six Thousand Dollars (\$6,000.00). An employee must have five (5) years of continuous service with the City to receive this benefit.

An employee who is terminated for cause is not eligible for the benefit provided in this Section.

Section 5 - Extended Absence Caused by Illness or Injury (FMLA)

In instances where an employee requires an extended absence caused by illness or injury, leave will be granted in accordance with the requirements of the Federal Family and Medical Leave Act. The City will allow, and the employee shall use any and all available accrued sick leave during the leave period. If an employee has exhausted all sick leave that has been accumulated in accordance with the subsection b. of Section 2, and further, if the employee has sought and been granted use of additional sick leave that has been accumulated in accordance with subsection d. of Section 2, the employee must use all unused accumulated vacation, personal, and comp time for any continuing absence caused by the illness or injury. If the period of leave exceeds the employee's available accrual balances and all FMLA leave, the employee may bring this matter to the City Administrator and his/her union. The City Administrator shall make the decision as to whether additional time off may be granted to the employee, and that decision may not be made the basis for a grievance file pursuant to the grievance procedure in the applicable collective bargaining agreement.

Section 6 - Absence to Attend Funeral of Union Member

The Union President or designee may attend the funeral of a current member on City time and may use sick leave to attend the funeral of a former member.

Section 7 - Study Committee

The Union, recognizing the City's need to maintain fiscal responsibility in all areas of its operation, agrees to participate in an effort to develop methods to contain or reduce rising costs in the area of sick leave. The Union will therefore, in a joint effort with Management and the other Unions, work on a committee that will meet on a regular basis to find ways to control these costs.

ARTICLE 10
OTHER LEAVE

Section 1 - Bereavement Leave

All employees covered by this Agreement shall be granted up to five (5) days off with pay in the event of a death in the employee's immediate family. The immediate family is defined as one of the following: Spouse, Child, Step-Child, Parent, or Step-Parent.

All employees shall be granted up to three days off with pay in the event of the death of a sibling, step-sibling, half-sibling, mother or father in-law, grandparent, or grandchild.

All employees shall be granted one day of leave with pay in the event of the death of a current brother or sister in-law or daughter or son in-law. This provision also applies if the employee's spouse is deceased and the employee has not remarried.

The designated bereavement leave time shall not be charged to sick or vacation leave.

Section 2 - Temporary Disability Caused by On-The-Job Illness or Injury

In the event that an employee sustains an injury while in the employ of the City, the following shall apply. In cases where a claim is not clearly work-related, absences will be charged to sick leave or other leaves until a final ruling is made by the Workers' Compensation Commission. Upon receiving the decision that the claim is valid, all leave will be restored to the Employee's accounts.

Workers compensation pay for employees will follow protocols for the State's Workers Compensation Commission.

When an employee takes a Worker's Compensation leave of ninety (90) consecutive calendar days or longer duration, the normal benefits which he/she earns by working, i.e., holidays, vacation, sick leave, are frozen at their existing levels on the first day of compensation leave and remain frozen until his/her return to work.

Section 3 - Jury Duty

An employee who is called for jury service or to serve as a witness in connection either with any matter involving the City or any matter to which the employee was a witness while on duty will be granted leave for the necessary period with full pay for the time spent during their normal scheduled shift serving on jury duty. Whenever an employee is temporarily excused from such jury duty or duty as a witness by the course of his/her scheduled work day, he/she shall advise his/her supervisor as promptly as possible and report to work, if requested by the supervisor.

Second shift employees who appear for jury duty for four or more hours in one day, will be required to work the first half of their shift. The remaining half of the shift will be granted off with pay to allow the employee ample rest time. Employees who are in jury duty for less than four hours will be expected to report to work as scheduled.

Third shift employees who appear for jury duty for four or more hours in one day, will not be required to start any work shift that begins before 3 a.m. the following day. Employees who are in jury duty for less than four hours will be expected to report to work as scheduled the following day.

Section 4 - Employee Education

An employee attending classes required by the City while on duty shall be paid.

Section 5 - Union Business Leave

Upon written notification, the City shall grant the AFSCME 1540 group collectively, leaves of absence to attend training and serve as delegates to conventions and organization conferences related to their Union, up to a maximum of twenty (20) days of paid leave time annually.

ARTICLE 11
MILITARY TRAINING LEAVE

“Armed Forces” include the Army, Navy, Marines, Air Force, and Coast Guard. Reserve components include the federally recognized National Guard and Air National Guard of the United States, the Officers Reserve Corps, The regular Army Reserve, Air Force Reserve, Enlisted Reserve Corps, Naval Reserve, Marine Corps Reserve, and the Coast Guard Reserve.

Any employee is a member of the reserve component is entitled to leave of absence of up to fifteen (15) days per calendar year, for annual training exercises or other official duties. The employee shall be paid base pay.

Any employee who is involuntarily called to active duty with the United States Armed Forces will be entitled to a leave of absence for up to five (5) years while engaged in the performance of their official duties. The City will continue benefits during the first (1st) ninety (90) days of active duty status according to the Uniformed Services Employment and Re-Employment Rights Act. COBRA benefits may be available after ninety (90) days.

Upon return from Active Duty, the employee will be allowed to return to their position or equivalent, provided that notice is made to the H.R. Department within ninety (90) days according to Uniformed Services Employment and Reemployment Rights Act.

The employee is required to submit a copy of official orders prior to reserve duty leave or as soon as possible after notification of active duty.

ARTICLE 12
LEAVE OF ABSENCE

Section 1

Family and medical leave will be granted in accordance with the requirements of the Federal Family and Medical Leave Act (FMLA).

Section 2

Notwithstanding other provisions of this Agreement, any employee elected or appointed as a state or national officer of the Union shall be granted a leave of absence without pay for a period of not more than one (1) year. The length of said leave of absence may be extended upon mutual agreement.

Section 3

Seniority shall accumulate during all leaves of absence. Employees shall be returned to the position they held at the time the leave of absence was requested, seniority permitting. However, if an employee is returning from an educational leave during which the employee has acquired the qualifications for a higher rated position, 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 13
HOURS OF WORK

Section 1

The regular hours of work each day shall be consecutive, except for lunch periods of those clerical and technical employees assigned by the City to thirty (30) minutes unpaid lunch period. Field personnel and personnel working continuous operations receive a twenty (20) minute paid lunch break.

Section 2

The work week shall consist of five (5) consecutive, eight (8) hour days. Said work week shall begin on Monday at 12:01 A.M. and extend through Sunday at midnight. All day shift operations will begin at 8:00 A.M., unless otherwise designated by the City. The City agrees to meet and discuss with the Union any non-emergency changes to shift operations a minimum of seven calendar days before such change is scheduled to take effect. In the case of non-continuous operations, non-emergency shift changes will be assigned based on most senior qualified employee(s) needed to complete the work. On identifiable projects with an assigned crew, those employees have first right of refusal for a non-emergency shift change. The City shall have the final and absolute authority to make such changes.

Section 3

Eight (8) consecutive hours of work within the twenty-four (24) hour period beginning at time designated by each department and mutually agreed upon by the Union shall 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 on a regular work shift and each work shift shall have a regular starting and quitting time.

Section 5

Work schedules showing the employee's shifts, work days and hours shall be posted on each department's bulletin boards at all times.

Section 6

Except for emergency situations work schedules shall not be changed unless the changes are discussed by the Union and the Employer. In emergency situations, as determined by the City, qualified employees will be expected to work emergencies with "no right of refusal." Employees from the department with the emergency will be utilized first and employees qualified by the duties on their job descriptions from other departments will be utilized as needed.

Section 7

All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift. Employees required to work more than two (2) hours beyond their regular shift shall be given a reasonable time off for a meal period without loss of pay. Each employee shall have a paid fifteen (15) minute break each morning and afternoon.

Section 8

Employees called in to work outside their regular shift more than two (2) hours before their scheduled shift shall receive pay for at least four (4) hours at the rate of time and one-half (1½) his/her regular pay. If the employee is called into work outside their regular shift within two hours of their regular start time an employee shall receive at least two (2) hours at the rate of one and one half (1½) his or her regular pay. If an employee is called out more than once, any subsequent calls within the first four hours of when the initial call-out is made shall be considered a continuation of the first call-out. The employee shall be paid the regular work shift at the appropriate rate. Nothing herein shall be construed as to mean compounding of overtime.

Section 9

Employees working in continuous operations shall have permanent shifts, shift selection to be made every six (6) months, based on seniority in the job description and ability needed to staff each shift. In the case where two (2) or more people have the same starting date in the job description, their shift selection will be based on their city seniority; if they have the same city seniority then the employee City I.D. number will decide, going from lowest to the highest City I.D. number.

Other operational personnel may be assigned to other shifts with seven (7) days notice and if the transfer is for a minimum of five (5) consecutive shifts and may not exceed 30 consecutive shifts per 6 months and may not be bumped consecutively.

ARTICLE 14
OVERTIME

Section 1

Overtime work shall be paid at one and one-half times the regular rate of pay for all work performed:

- a) in excess of eight (8) hours in any work day;
- b) in excess of forty (40) hours in any work week.
- c) before or after any scheduled work shift; and

The employee shall be paid at one and one-half times the regular rate of pay the first rest day and double time for hours worked on the second rest day.

No employee shall be required to work more than 16 consecutive hours, except in an emergency.

For non-continuous employees working a four (4) day, ten (10) hour work schedule (Monday to Thursday or Tuesday to Friday) Sunday will be considered their second (2nd) rest day for the calculation of this benefit.

Section 2 - Overtime (Including Compensatory Time)

Overtime assignment shall be distributed equally to employees working within the same job classification within the department. An overtime assignment shall be offered to the employee who has the fewest number of overtime hours to his/her credit, according to the over-time rotation list which shall be reviewed and updated after each overtime event. If the employee either does not accept the hours or cannot be reached by telephone, the employee next on the list will be offered the assignment. If the employee who did not answer returns the phone call within 30 minutes they will not be charged the "hours worked" unless the overtime is still available and they turn it down. An employee calling back cannot bump an employee that has already accepted the overtime. If a sufficient number of employees does not agree, or is not available, to perform the assignment, the City shall draft the remaining number of employees needed, beginning with the least senior employee or employees in the job classification, and provided further, that in an emergency, the City may obtain sufficient additional employees needed to complete the work from any available source. A record of the overtime hours offered each employee shall be posted on the department bulletin board monthly.

No disciplinary action may be taken against any employee who declines to work overtime in any non-emergency situation or cannot be reached by telephone. Employees that cannot be reached by telephone or do not return the phone call as outlined above, shall be posted for the number of hours of overtime equivalent to, without pay, he/she would have worked but refused. A written exemption prepared by the employee and approved by their immediate supervisor will exempt the employee from voluntary overtime. This will not exempt the employee from working overtime in an emergency situation, forced overtime and/or drafted overtime as outlined in paragraph 1 of Article 14, Section 2.

To return to the overtime list, the employee must notify his immediate supervisor in writing. When returning to the overtime list, the employee will be placed on the overtime list equal to the employee with the highest overtime hours, offered/worked.

An employee on "light duty" due to medical reasons is ineligible for any overtime assignments. Employees suspended with or without pay due to disciplinary actions are ineligible for overtime assignments.

If an employee is erroneously deprived of overtime work more than one (1) time in a three (3) month period, and management had received prior written notice of this error, then, the employee may receive payment for hours of work that should have been offered to him/her in the second instance in which he was erroneously deprived of overtime work.

The City shall attempt to keep overtime assignment records based upon the number of hours paid (or available to be worked) rather than upon the number of assignments worked (or available to be worked).

If the union notifies the employer before the overtime is worked and the City does not correct the deprivation of overtime the employee will be compensated at the first occurrence.

An employee who has called in sick is not eligible to be called out until after his/her return to work, unless the employee has notified his/her immediate supervisor or department manager that he/she is available for overtime. An employee who is on vacation, taking compensatory time off, or taking a personal day will be considered available for overtime work unless he/she has notified the immediate supervisor or department head in advance that he/she is not available. An employee who cannot be reached by telephone for an overtime assignment shall not be charged with the applicable hours.

"Man in the hole" policy. If employees are working on an assignment that will lead into overtime beyond the end of the shift, those employees will be given the opportunity to work the overtime to complete that assignment.

Section 3

Compensatory time may be accumulated to a maximum amount of one hundred and twenty (120) hours. An employee may carry eighty (80) hours of compensatory time into a new calendar year. A maximum of eighty (80) hours of accumulated compensatory time may be used in a calendar year. Use of compensatory will be by agreement between the employee and his/her supervisor. During the month of December of each year, any employee who has accrued compensatory time may obtain pay for such hours. Such employees may elect to have such pay, less applicable payroll taxes, transferred to their deferred compensation accounts.

Compensatory time may be accumulated for work performed on a holiday, pursuant to Article 7, Section 3 of this Agreement. When a holiday falls on a rest day the employee may choose to receive compensatory time instead of overtime pay.

ARTICLE 15
SAFETY AND HEALTH

Section 1 - Safe and Healthy Working Conditions

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 unsafe or unhealthy situations, the matter shall be considered immediately by the Department Manager. If the matter is not adjusted satisfactorily, the City's safety coordinator, or his designee, will be contacted and will provide an appropriate response (either by phone or in person) to the employee raising the safety concern and the Department manager. Both parties should strive for an amicable solution with safety being a priority. If the matter is still not adjusted satisfactorily, the grievance will be processed according to the Grievance Procedure.

Section 2 - Safety Committee

There shall be established a Safety Committee consisting of twelve (12) members, six (6) of whom shall be appointed by the Union from among the employees and six (6) of whom shall be appointed by the City. The Committee will meet periodically for the purpose of discussing matters relating to safety and health and report its findings and recommendations to the Safety Director for his consideration.

ARTICLE 16
BULLETIN BOARDS

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

ARTICLE 17
HEALTH AND WELFARE

The City of Hagerstown agrees to make health, prescription, and dental insurance available to all full time employees and their dependents. Each employee will have the option to purchase enhanced dental coverage at group rates for themselves and their dependents.

Employee/Retiree Healthcare Benefits

Whenever a change in the employees share of the health insurance premium for the Level Plan results in an employee receiving less net pay, the City will adjust the employee's gross pay so that there will be no change in the employee's net pay. This would only apply when the employee has maintained the same level of coverage (i.e.: single, family, etc.).

The City shall maintain a Health/Benefits Committee consisting of members of the Union and Management of the City, whose duties, among other things, are to perform periodic reviews of the City's Health Insurance benefits and level of coverage. The Committee will also study such matters as cost reduction and employee benefits education. The Committee will periodically review and make recommendations to the Mayor and Council on changes to the plans. Changes to the healthcare plans that affects any member of Local 1540 shall first be approved by three of the five employee groups and approved by Mayor and City Council of the City of Hagerstown prior to any changes being implemented.

The City agrees to provide the cost of level dental insurance for employees and retirees. Employees and retirees may insure eligible dependents and may elect the higher level dental coverage for an additional premium at their cost. Retirees may insure themselves and eligible dependents who are eligible for coverage prior to the employee's retirement from the City.

If during the term of this contract, the City Health Care Committee approves any changes to the Level Dental Plan or eliminates the Level Dental Plan for another plan (this may include but is not limited to benefit enhancement, benefit reduction, increased cost to the employee, etc.) AFSCME 1540 will accept the changes and incorporate wording to that plan in the contract by way of a side letter.

The City agrees to offer the pre-tax premium conversion option as long as such option is allowed by the Internal Revenue Service.

Retiree Healthcare Eligibility

At retirement, an employee hired before July 1, 1989, must have completed a minimum of 10 years of full time continuous service with the City to qualify for healthcare benefits for himself/herself and eligible dependents who are eligible for the City's health and dental insurance coverage prior to retirement.

At retirement, an employee hired on or after July 1, 1989, must have completed a minimum of 20 years of full time continuous service with the City to qualify for healthcare benefits for himself/herself and eligible dependents who are eligible for the City's health and dental insurance coverage prior to retirement.

For employees hired after February 2, 2004, upon their retirement, dependent coverage will be made available at the full expense of the retiree.

Employees hired on or after July 1, 2009, who become qualified for retiree healthcare, may elect insurance for themselves and eligible dependents who are eligible for the City's health insurance coverage prior to retirement until the retiree/dependent becomes eligible for Medicare or is no longer an eligible dependent.

At the time of retirement, an employee must elect to obtain coverage for himself/herself and eligible dependents who were eligible for the City's health and/or dental insurance coverage at retirement.

A retiree who has declined coverage at the time of retirement may make a one-time election for coverage for themselves and/or their dependents that were eligible for the City's health/dental insurance coverage at the time of retirement. Once this election is made, should they leave the plan, their decision is irrevocable.

Eligible Retiree Healthcare Benefits

For all eligible retirees and their dependents who are eligible for the City's health insurance coverage prior to the employee's retirement from the City who are not Medicare eligible, a traditional 80/20% cost sharing program for medical costs will be made available by the City, unless the retiree or spouse has proven eligible for Medicare coverage. The retiree or spouse who is eligible for Medicare coverage will have same options as retirees over 65.

For retirees and their spouses who are eligible for the City's health insurance coverage prior to the employee's retirement from the City; and who are eligible for Medicare, a defined contribution stipend of \$350 per month will be provided by the City. They may choose to use this stipend to help to purchase the City's Medicare Supplemental Plan or they may choose to purchase coverage from another insurance provider. If they choose to purchase coverage from another insurance provider, their stipend will be deposited into a Health Reimbursement Account and they can apply for reimbursement from their account for any premiums or out of pocket costs. Only those retirees or their spouses over 65 who are already participating in the City's health insurance program are eligible for the Health Reimbursement Account (HRA) option.

Job-Related Death or Job-Related Disability

If an employee suffers a job-related death or job related disability that requires early retirement, (prior to age 65), the City will provide the employee with the medical coverage they were enrolled in at the time of the job related death or disability, at City cost, for the employee, and eligible dependents who were eligible for the health insurance plan prior to retirement until the employee and spouse become Medicare eligible; and other dependents are no longer eligible dependents. When a retiree or spouse become eligible for Medicare insurance, the retiree and spouse will receive the same benefits granted to other retirees at age 65.

If the City's medical coverage changes and the current medical coverage that the employee and/or their dependents are enrolled in is no longer offered, the employee and/or their dependents will choose either the new plan or the retiree plan.

Life Insurance

The City agrees to provide a life insurance policy equal one (1) times the employees annual base pay with additional accidental death and dismemberment benefits for each active employee.

Employee Assistance Program

In addition to coverage already provided under the City insurance program, it is agreed that the following psychological services will be provided by the City of Hagerstown:

1. An Employee Assistance Program (EAP) service through a contract with an independent provider. This contract shall allow all employees and/or dependents to seek direct, voluntary, and confidential assistance for EAP issues. The counseling will be provided at no charge to the employee, for up to six (6) counseling sessions. Any further counseling will come under normal insurance co-payments, as outlined in the Health Insurance policy.
2. Supervisory referrals of employees may also be made under this program. Mandatory supervisory referrals are required when any employee is injured or injures someone else in the line of duty.

**ARTICLE 18
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 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's shall notify the Department Manager on visitations.

The Employer agrees that during work hours, on the Employer's premises, and without loss of pay, Union representatives shall, after notification of supervision, be allowed to:

- a) Post Union notice.
- b) Attend negotiating meetings.
- c) Transmit communications, authorized by the local Union or its officers, to the employer or his representatives.

Consult with the Department Head or his representative, local Union Officers or other Union representatives concerning the enforcement of any provisions of this Agreement.

ARTICLE 19
WORKING CONDITIONS

Uniforms and Protective Clothing

If an employee is required to wear a 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; the cost of maintaining the uniform or protective clothing in proper working condition shall be paid by the Employer. Effective with this contract, Central Maintenance Garage mechanics will be among those employees required to wear uniforms.

The Employer agrees to furnish and maintain rain gear and gloves to all employees when necessary.

The City shall provide \$80.00 per fiscal year for summer coveralls and \$180.00 every two years for winter gear (i.e. coveralls, coat, gloves, snow boots, boot liners, winter pants, and winter socks) to field and plant. Funding provided is specifically to be utilized for approved uniforms and protective clothing. Unspent funds revert to departments.

The City will provide up to, but not more than \$175.00 per fiscal year to all employees whose position requires the wearing of safety shoes. In addition, Department Manager may authorize boot replacements given extenuating and rare circumstances. Funding provided is specifically to be utilized for approved uniforms and protective clothing. Unspent funds revert to departments.

The Employer agrees to maintain safe and sanitary locker rooms, lavatories and shower facilities.

The City will supply all necessary tools and equipment for employees.

ARTICLE 20
RATES

Section 1

The City will pay all employees weekly.

Section 2

Employees on continuous operations shall receive the following shift differentials:

- Second Shift – \$1.50 (One dollar and fifty cents per hour)
- Third Shift – \$2.00 (Two dollars per hour)

Section 3

The updated wage scale is presented as Appendix A of this Agreement and is complete and final in all respects.

Section 4

If AFSCME Local 3373, IAFF Local 1605, or non-union employees receive an across the board (meaning all members of said group) COLA and/or one time stipend/bonus it will be shared equally with members of 1540.

If local 1540 ratifies a contract with a specified across the board COLA and/or one-time stipend/bonus and the city chooses to pay other employee group(s) in another manner (ex. local 1540 receives a COLA and others receive a stipend/bonus) as long as the two increases are relatively equal (1% COLA = 1% stipend/bonus, Local 1540 cannot invoke this section.)

This section does not prevent the City from providing steps to any employee group as per their wage scale.

**ARTICLE 21
RETIREMENT**

The City agrees to continue to evaluate retirement benefit options and possible enhancement to the existing benefit levels.

ARTICLE 22
CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK

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 displacement.

ARTICLE 23
DISCIPLINE AND DISCHARGE

Section 1

Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension, demotion, and discharge. 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 other proper cause. Union and employee must be notified of initiation of disciplinary action or start of investigation and what the work rule is that may have been violated and the specific allegation that leads the employer to believe a work rule was violated within TEN 10 calendar days of discovery of the cause of such action. Other work rules may be added later if violations have been found during the course of the investigation an investigation and disciplinary action shall be completed within 45 calendar days, unless mutually extended. Upon written notification of an investigation, the City will not call for a hearing or make a decision for a minimum of ten (10) calendar days unless mutually agreed upon. Any disciplinary action or measures imposed upon any employee may be processed as a grievance through the regular grievance 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.

Section 2

The Employer shall not discharge any employee without just cause and the employee and the Union will be promptly notified in writing, giving specific reasons for such discharge. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all time lost and with full restoration of all other rights and conditions of employment.

Section 3

When an employee is disciplined and notice is placed in their personnel file, regarding a minor offense (1-3 points) after a period of two years that violation will be removed from the employees personnel file upon written request, from the employee, and will not be held against the employee provided no other work rule violations or disciplinary action is taken during that same two year period.

If an employee fails to request the discipline be removed, that violation will not be used against the employee if older than two years and there have been no violations or disciplinary actions during that same two year period.

A serious offense (4-5 point) violation will be removed from the employees personnel file upon written request (by the employee) after a period of three (3) years but may be archived (not in active personnel file) indefinitely provided the employee does not have any other work rule violation or disciplinary action during that same three (3) year period. Additionally, after three (3) years of the employee having no violations, the violation will not be held against the employee.

This does not prevent the City from using the archived information to determine whether an employee should be rehired after they are terminated or resigns.

ARTICLE 24
DURATION OF AGREEMENT

This Agreement shall become effective as of 12:01 A.M., Saturday, July 1, 2022 and shall continue in full force and effect until 12:00 A.M. Tuesday, June 30, 2025.

Thereafter, it shall be self-renewing for yearly periods unless notice of intent to terminate or modify this Agreement is given in writing by either party by March 1 of the year in which the Agreement expires. In the event that both parties declare an impasse after continued good faith bargaining has failed to produce a settlement, the parties may mutually select a mediator to enter into advisory mediation. Neither party shall be obligated to approve the use of a mediator.

This Agreement incorporates the entire understanding of the parties with respect to personnel policies and all matters affecting conditions of employment. 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 25
TRAINING PROGRAM

The Employer agrees to conduct a training program, including a safety program, to be scheduled during inclement weather for employees who are not able to work outside because of the weather. During emergency situations, as mutually agreed by both management and the available Union representative, the employee will respond to the current situations to insure the health, welfare and safety of the citizens.

ARTICLE 26
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 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 27
CHANGES TO JOB DESCRIPTIONS REQUIRING
JOB EVALUATIONS AND REVIEW

All changes in job descriptions including duties and salary levels, as proposed by either Management or Union, may be discussed and negotiated between the City and the Union at least once a year. Only after approval by both parties will the changes take effect. A change of 50% of the current functions/duties must change to meet the definition of a new job classification. All employees will be required to perform other related duties within the scope of their job descriptions.

NOTES

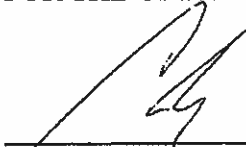
1. The definition of Supervisor (Foreman and above) shall be: "Any individual having authority in the interest of the employer to hire, transfer, suspend or discipline other employees, or responsibility to direct them, or to adjust grievances or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not a merely routine or clerical nature but requires the use of independent judgment."

MISCELLANEOUS

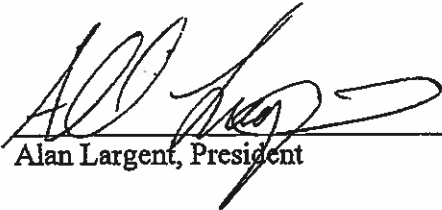
1. Incorporate mutually agreeable side agreements into this section. This is to be accomplished within ninety (90) days of the date of this agreement and of the date of any future side agreements.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized representatives this 26th day of April, 2022.

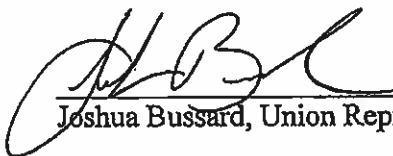
FOR THE UNION:



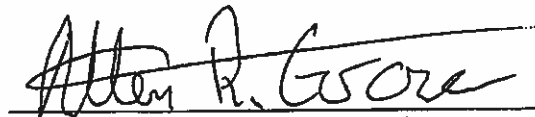
Carroll E. Braun, Staff Representative



Alan Largent, President



Joshua Bussard, Union Representative



Allen Grove, Union Representative


FOR THE CITY:



Emily N. Keller, Mayor



Tiara Burnett, Councilmember



Robert E. Bruchey II, Councilmember



Tekesha Martinez, Councilmember



Shelley McIntire, Councilmember



Kristin B. Aleshire, Councilmember

APPENDIX A

**AFSCME 1540 WAGE SCALE
JULY 4, 2022- JULY 2, 2023**

GRADES YEAR 1 YEAR 2 YEAR 3 YEAR 8 YEAR 13 YEAR 18 YEAR 23 YEAR 28

3	\$14.63	\$15.27	\$17.83	\$19.45	\$19.92	\$20.46	\$20.99	\$21.41
4	\$14.95	\$15.97	\$18.62	\$20.33	\$20.80	\$21.38	\$21.94	\$22.38
5	\$15.44	\$16.68	\$19.54	\$21.30	\$21.84	\$22.40	\$22.99	\$23.45
6	\$15.98	\$17.46	\$20.48	\$22.27	\$22.84	\$23.47	\$24.08	\$24.56
7	\$17.00	\$18.27	\$21.42	\$23.39	\$23.97	\$24.58	\$25.24	\$25.74
8	\$17.77	\$19.11	\$22.40	\$24.46	\$25.08	\$25.71	\$26.39	\$26.92
9	\$18.70	\$20.10	\$23.53	\$25.63	\$26.35	\$26.98	\$27.69	\$28.25
10	\$19.64	\$21.13	\$24.68	\$26.94	\$27.64	\$28.33	\$29.07	\$29.65
11	\$20.53	\$22.08	\$25.81	\$28.19	\$28.91	\$29.66	\$30.43	\$31.03
12	\$21.56	\$23.18	\$27.11	\$29.56	\$30.35	\$31.14	\$31.96	\$32.60
13	\$24.53	\$26.37	\$28.35	\$30.93	\$31.77	\$32.60	\$33.45	\$34.12
14	\$25.66	\$27.59	\$29.67	\$32.37	\$33.24	\$34.10	\$35.00	\$35.70

Note: "YEAR ONE" refers to the 1st through 365th day of employment. "YEAR TWO" is the second year of employment and refers to the 366th through 730th day of employment.

Anniversary steps are effective the Monday following the employee's anniversary date. An employee, who receives a promotion to a new grade due to career path advancement, will be placed at the new grade and the same step as before the promotion.

APPENDIX B

AFSCME 1540 WAGE SCALE
July 3, 2023- June 30, 2024

GRADES	YEAR 1	YEAR 2	YEAR 3	YEAR 8	YEAR 13	YEAR 18	YEAR 23	YEAR 28
3	\$15.07	\$15.73	\$18.36	\$20.03	\$20.52	\$21.07	\$21.62	\$22.05
4	\$15.40	\$16.45	\$19.18	\$20.94	\$21.43	\$22.02	\$22.59	\$23.05
5	\$15.91	\$17.18	\$20.13	\$21.93	\$22.50	\$23.07	\$23.68	\$24.15
6	\$16.46	\$17.98	\$21.09	\$22.94	\$23.53	\$24.17	\$24.80	\$25.30
7	\$17.51	\$18.82	\$22.06	\$24.09	\$24.69	\$25.32	\$25.99	\$26.51
8	\$18.30	\$19.68	\$23.07	\$25.19	\$25.83	\$26.48	\$27.18	\$27.73
9	\$19.26	\$20.70	\$24.24	\$26.40	\$27.14	\$27.79	\$28.52	\$29.10
10	\$20.22	\$21.76	\$25.42	\$27.75	\$28.47	\$29.18	\$29.94	\$30.54
11	\$21.14	\$22.75	\$26.59	\$29.03	\$29.78	\$30.55	\$31.34	\$31.96
12	\$22.21	\$23.87	\$27.92	\$30.45	\$31.26	\$32.07	\$32.92	\$33.58
13	\$25.27	\$27.16	\$29.20	\$31.86	\$32.72	\$33.58	\$34.45	\$35.14
14	\$26.43	\$28.42	\$30.56	\$33.34	\$34.24	\$35.13	\$36.05	\$36.77

Note: "YEAR ONE" refers to the 1st through 365th day of employment. "YEAR TWO" is the second year of employment and refers to the 366th through 730th day of employment.

Anniversary steps are effective the Monday following the employee's anniversary date. An employee, who receives a promotion to a new grade due to career path advancement, will be placed at the new grade and the same step as before the promotion.

APPENDIX C

AFSCME 1540 WAGE SCALE
July 1, 2024 – June 30, 2025

GRADES	YEAR 1	YEAR 2	YEAR 3	YEAR 8	YEAR 13	YEAR 18	YEAR 23	YEAR 28
3	\$15.52	\$16.20	\$18.91	\$20.63	\$21.14	\$21.70	\$22.27	\$22.71
4	\$15.86	\$16.94	\$19.75	\$21.57	\$22.07	\$22.68	\$23.27	\$23.74
5	\$16.38	\$17.70	\$20.73	\$22.59	\$23.17	\$23.76	\$24.39	\$24.87
6	\$16.95	\$18.52	\$21.72	\$23.63	\$24.23	\$24.90	\$25.55	\$26.06
7	\$18.03	\$19.38	\$22.73	\$24.81	\$25.43	\$26.08	\$26.77	\$27.31
8	\$18.85	\$20.27	\$23.76	\$25.95	\$26.61	\$27.27	\$28.00	\$28.56
9	\$19.84	\$21.32	\$24.97	\$27.20	\$27.95	\$28.62	\$29.38	\$29.97
10	\$20.83	\$22.41	\$26.18	\$28.58	\$29.32	\$30.06	\$30.84	\$31.46
11	\$21.78	\$23.43	\$27.39	\$29.90	\$30.67	\$31.46	\$32.28	\$32.92
12	\$22.87	\$24.59	\$28.76	\$31.36	\$32.20	\$33.04	\$33.91	\$34.58
13	\$26.03	\$27.98	\$30.07	\$32.81	\$33.70	\$34.59	\$35.49	\$36.20
14	\$27.22	\$29.27	\$31.48	\$34.34	\$35.27	\$36.18	\$37.13	\$37.87

Note: "YEAR ONE" refers to the 1st through 365th day of employment. "YEAR TWO" is the second year of employment and refers to the 366th through 730th day of employment.

Anniversary steps are effective the Monday following the employee's anniversary date. An employee, who receives a promotion to a new grade due to career path advancement, will be placed at the new grade and the same step as before the promotion.