

**AGREEMENT BETWEEN THE CITY OF
HAGERSTOWN, MARYLAND AND
THE AMERICAN FEDERATION OF
STATE COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 67, LOCAL 3373**



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

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**AGREEMENT BETWEEN THE CITY OF HAGERSTOWN MARYLAND AND THE
AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 67, LOCAL 3373**

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF HAGERSTOWN,
MARYLAND, HEREINAFTER REFERRED TO AS THE "EMPLOYER" AND THE
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
COUNCIL 67 LOCAL 3373, AFL-CIO, HEREINAFTER REFERRED TO AS THE "UNION"

PURPOSE

Section 1

- A. 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.

- B. 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 AFSCME Local 3373.

Section 2

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 the Agreement.

ARTICLE 1
RECOGNITION OF UNIT

Section 1 - Union Recognition

- A. The Employer recognizes the Union, Council 67, Local 3373, AFSCME, AFL-CIO, as the exclusive collective bargaining representative of the employees covered by this Agreement, which shall include all City of Hagerstown employees in the job classification of Police, for the purpose of collective bargaining with respect to rates of pay, wages, hours of work, and all other conditions 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 Constitution and Bylaws of the Local Union.

ARTICLE 2
UNION SECURITY AND DUES DEDUCTION

Section 1 - Union Security

- A. **Agency Shop** - Each employee who, on the effective date of this Agreement, is eligible to be a member of this Union or who shall thereafter become eligible to be a member, may pay to the Union a 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 being certified for solo patrol, may become a member of the Union. It is understood employees who chooses to become a member prior to completing their probationary period, as outlined in Article 12, Section 8 of this agreement, may be discharged, or reduced at the Employer's discretion, and such action will not be subject to the grievance or arbitration procedure.
- B. **Dues Deduction Authorization** - The Employer shall deduct, at each regular pay period, out of the current wages payable to each employee from whom a duly executed, written payroll deduction authorization has been received, the regular membership dues as certified in writing by the Union. Such withholdings are to be transmitted to the Union within ten days of deduction. The Union will notify the Employer at least thirty days prior to any change in fees. Any payroll deduction shall be automatically renewed for successive twelve month periods unless revoked in writing by the employee to the Employer.
- B. **Union to Indemnify Employer** - The Union shall indemnify and save the Employer harmless of any and all claims, grievances, actions, suits, and other forms of liability or damage that arise out or by reason of any action taken by the Employer for the purpose of complying with any provisions of this Article, and the Union assumes full responsibility for the disposition of the funds deducted under paragraph (b) of this Article, as soon as they have been remitted by the Employer to the Union.
- C. 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.

ARTICLE 3
EQUAL EMPLOYMENT OPPORTUNITY

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, political affiliation, or any other basis protected by law. The Union and the City shall have the same responsibility for applying this provision of the Agreement.

No Discrimination - In addition, there shall be no discrimination, interference, influence, restraints, or coercion by the Union or the Employer against any employee of the City because of positions taken by said employee or because of any activity in any official capacity on behalf of either party.

ARTICLE 4
UNION RIGHTS

Section 1- Right of Quarterly Review

Representatives from the Union (staff representative (Union President and one (1) additional member) and the City (H.R. Director, or designee, Chief of Police, or designee, and any additional individuals the City desires) will meet quarterly to discuss and address mutual issues.

Section 2 - Review of Changes to Rules and Regulations Policies and Procedures

In the case of any amendments to, modifications of, or deletions of the Hagerstown Police Department Rules and Regulations Manual the following procedure shall be followed:

Step 1 - The City's Police Chief shall first submit to the Union such proposed changes as soon as practicable after the changes have been formulated, and prior to any implementation of such changes. The Union shall have seven (7) calendar days after receipt thereof in which to submit to the Employer its response. In its response, which shall be in writing, the Union shall state whether it agrees in whole or in part with the proposed changes and the reasons therefore. After the receipt from the Union of such a response the Employer shall have seven (7) calendar days to answer, in writing, the response of the Union.

Step 2 - If the Employer and the Union have not reached Agreement about the proposed change after the written response and answer thereto as described in Step 1 of the Section, the Union shall have the right to file an appeal, in writing, stating the grounds therefore, within five (5) calendar days after receipt of the employers answer as described in Step 1 of this Section, to the City Chief of Police and the City Human Resources Director. The City Chief of Police and Human Resources Director shall have seven (7) calendar days to consider the appeal and to respond in writing, upholding, modifying or denying the proposed change.

Step 3 - If the decision of the City Chief of Police and Human Resources Director is not acceptable to the Union, the Union shall have the right to file a further appeal, in writing, stating the grounds therefore, within seven (7) calendar days after the receipt of the decision of the City Chief of Police and the Human Resources Director to the City Administrator. The City Administrator shall have fifteen calendar days with which to schedule a hearing, consider the appeal and to respond, in writing, upholding, modifying or denying the proposed change. The City Administrator's decision shall be final and binding on all parties.

Time limits may be modified upon mutual agreement.

ARTICLE 5
SALARIES AND HOURS OF WORK

Section 1- Salaries

The salaries per year paid employees shall be in accordance with the salary schedule which is attached hereto as Appendix A. The Employer's pay practices and procedures shall govern the calculation and computation of all salaries. Pay checks/direct deposits shall be issued on a weekly basis. This pay day will be each Friday.

Section 2 - Regular Work Week

A regular work week shall consist of 40 regularly scheduled hours (Monday-Sunday). A regularly scheduled work week shall be defined as: five (5) consecutive work days with two (2) consecutive days off, except as noted in Section 7 (Training Time). Except for emergency situations, schedule changes shall be implemented with a minimum of 24 hours' notice and should not be done to circumvent overtime assignments for which volunteers are available.

Within the Patrol Division, up to 2 officers will be assigned to each of the following RDO groupings -(Monday\Tuesday), (Tuesday\Wednesday), (Wednesday, Thursday), (Thursday, Friday), (Friday, Saturday), (Saturday\Sunday), and (Sunday\Monday). The RDO assignments will be based on seniority. Additional officers assigned to the patrol shift will be assigned to an RDO grouping at the discretion of the shift supervisor.

The annual selection of assignments will take effect on the first Monday in January. Personnel assigned to the Patrol Division will rotate between the 3 primary patrol shifts. Shifts will rotate on a monthly basis, backwards, same as the current practice. During changeover the department will make every effort to give employees adequate rest time.

During the term of this agreement, either party may present an alternative patrol schedule for discussion, negotiation and implementation. If agreed upon, that schedule would take effect the first full pay period in January. Any schedule change must be agreed upon by November 15 to take effect in January.

Section 3 - Release Time

Officers and other designated representatives of the Union who are employed by the City Police Department shall be afforded reasonable time during working hours, without loss of pay, to fulfill their Union responsibility as it applies to the administration and enforcement of this Agreement, provided they first receive permission from their immediate supervisor to be relieved of their duties for this purpose.

Section 4 – Overtime Pay

An employee will be compensated (according to the scale listed below) or shall be eligible to compensatory time at the rate of one and one-half hours per hours worked, for all overtime hours worked in excess of forty (40) hours in a regular work week. The choice of

compensatory time or paid overtime shall be the discretion of the officer working the overtime. Such overtime shall apply to the first fifteen (15) minutes preceding the employee's regular workday (i.e., that period of time preceding the regular workday which is devoted to roll call, duty assignments, and other information necessary to the employee's function. Compensatory time shall be utilized in any increment permitted by the Police Department. All overtime work will be performed with advance approval of the supervisor. The following overtime scheduled shall apply for consecutive hours worked.

For employees working the eight-hour shift, the following schedule shall apply:

After the 8th hour through the 24th hour — one and one-half times the regular rate of pay

After the 24th hour the employee will be given an eight (8) hour rest period off with his/her regular pay, unless it is the employees regular day off.

There shall be no duplicating, pyramiding, or compounding of overtime pay or accumulation of overtime pay or compensatory time.

When a position in the patrol division is needed to work beyond the standard shift, the City shall make a reasonable effort to rotate the availability of overtime over a six- month period among patrol officers working said shift.

All members of each platoon/unit are subject to overtime drafting. The Department will record the order in which each member is drafted, ensuring that overtime drafting is evenly distributed to all members of the platoon/unit in order of seniority, beginning with the least senior member. However, no member shall be drafted two (2) consecutive times within a six-month cycle. The distribution order shall renew each January 1 and July 1.

Section 5 - Call-Back Pay

Employees called in to work outside their regular shift shall receive pay for at least four (4) hours at the appropriate rate of premium pay times his/her hourly rate.

If the call time rate work assignment and the employee's regular shift overlap, the employee will receive premium pay for all hours prior to the start of their regular work shift.

Section 6 - Court Time Pay

An employee summoned to court, Grand Jury, Department of Motor Vehicles hearing, and Juvenile Services hearing in connection with his/her official duties on his/her off- duty time will be compensated at a rate of one and one-half times the regular rate of pay for time spent at/in court, Grand Jury, Department of Motor Vehicles hearing or Juvenile Services hearing with a minimum of one hour. One-half hour preparatory time will be added to the amount of time spent at/in and be a part of the above referenced two (2) hour minimum. If an officer is

required to appear during the morning session and afternoon session for the same case or a different case, it shall be regarded as a continuation of the morning session.

An officer whose appearance has been cancelled for any proceeding under this section, shall be eligible for one (1) hour of overtime (1-1/2 his/her current rate of pay) under the following conditions:

1. An attempt to contact the officer is not made by 6:00 PM the night prior to the proceedings, or;
2. The cancellation information was not made available to the officer by 6:00 PM the night prior to the proceeding.

Section 7 - Training Time

Officer assigned to training on overtime or comp time basis will receive pay for a minimum of 2 hours.

Travel time to and from a training site outside Washington County, Maryland is eligible for overtime/comp time status. If the training requires the officer to come to HPD before going to the training site, travel time will begin from the time the officer leaves HPD. If the officer does not have to come to HPD first, overtime/comp time eligibility will be limited to the time required to travel from the officer's residence to the training site or from HPD to the training site, whichever is shorter.

The City policy governing travel meal reimbursement shall be as followed. While overnight accommodations are required, the City shall make a reasonable attempt to provide semi-private accommodations with individual beds and no more than three persons to a room.

If an employee attends training which is scheduled for two (2) or more days, the City may reschedule the employee to a 5-8 hour schedule for that week, provided the employee receives two relief days during the week, and provided the employee is given at least 7 calendar days' notice of the change.

Section 8 - Special Assignments

An employee assigned to work special assignments under outside contractual agreements such as dances, basketball, football, baseball games, etc., will be compensated at the rate of one and one-half times the current top pay rate. All functions funded through Police Department Budget will be compensated at the officer's rate of pay in effect at time of service. The Chief of Police or his designated representative shall make a reasonable effort to distribute special assignment overtime equally to all members of the Department, proportionately to union and non-union employees.

The City shall make a reasonable effort to supply vehicles or transportation using duty personnel available for special assignment overtime.

Section 9 – Compensatory Time

All compensatory time earned must be approved and may be accumulated to a maximum amount of one hundred and sixty (160) hours at any given time. Use of compensatory time and exceptions to policy will be by mutual agreement of the Union and City. At the time of the employee's retirement or departure from City employment, the employee will be paid at their current rate of pay for any accumulated unused compensatory time. Forty hours of accumulated comp time may be sold back between January 1 and June 30th and forty hours may be sold back between July 1 and December 31st each year.

Section 10 – Manpower

When it is necessary to order an officer to work overtime, the officer ordered to work shall be selected on a mutually agreeable and pre-determined rotating basis which shall be consistent on all shifts.

Section 11 – K9

K-9 officers shall be compensated for one (1) hour each day for maintaining and care of K-9 animals during days off, sick, vacation and holidays at one and one-half (1½) times the regular rate of pay. Comp time may be awarded if the employee waives payment at one and one half (1½) the hourly rate in accordance with FLSA regulations.

Section 12 – Field Training Officers

Field Training Officers shall receive \$75.00 per day when accompanied by a trainee. To be considered for an FTO position, a patrolman must have 3 years' experience.

Section 13 – Stand-By Pay

Any member that is on stand-by status shall be compensated fifty dollars (\$50) a day for each day of stand-by, except as noted in Article 5, Section 6, Court-time Pay. If the stand-by is divided, then the pay will be divided proportionately. Compensation is only eligible when stand-by status is specifically scheduled or ordered by Police management.

ARTICLE 6
HEALTH AND WELFARE BENEFITS

Section 1 - Employee Healthcare Benefits

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

For the term of this agreement, any change in the employee's portion of premiums for the level plan, will be proportionate to the increase or decrease for said policy will not be increased more than 2% (of the employee's premium amount) per year.

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 (e.g.: 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, in addition to changes to other health care plan options. Any change to the Level Plan that affects any member of Local 3373 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 dental insurance options for employees and retirees. Employees and retirees may insure eligible dependents and may elect the higher level dental coverage at their cost. Retirees may insure themselves and eligible family members (spouse, children) who are covered on the dental insurance prior to the employee's retirement from the City.

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

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 retiree medical coverage, at City cost, for the employee and dependents who are eligible for coverage prior to retirement until the employee and spouse become Medicare eligible; and children are no longer eligible dependents. When a retiree or spouse actually reach age 65, or become eligible for Medicare

insurance, the retiree and spouse will receive the same benefits granted to other retirees at age 65.

Life Insurance

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

Medical Examination

The City shall provide, at its expense, a complete thorough physical examination for each employee, including but not limited to chest x-rays, electrocardiogram, blood test, and when indicated, stress tests with a physician of the City's choosing. All employees covered by this agreement shall receive mandatory medical examinations every other year of this agreement. The physician will certify that each employee "is or is not in adequate health to work in the environment and perform the physical task assigned." The maximum cost to the City for the basic physical will be equal to the fee charged by the city doctor, but not less than \$45 for an employee choosing to use a physician other than the city doctor. Employees who choose to use their own physician must first obtain blood work through the City's doctor. The employee may then take their blood work results to their personal physician.

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 officer is injured or injures someone else in the line of duty.

Stress Leave: An employee who is experiencing job related stress is entitled to take a day off with pay, not chargeable to any other leave, provided the employer is given at least 24 hours' notice. An individual using such leave will have a mandatory referral to the EAP. The supervisor may also take necessary action to protect the City and citizens (e.g., placing employee on light duty, removing weapon, etc.). If an individual uses such leave more than twice in any calendar year, a committee composed of the Chief of Police, a representative selected by the Union, and a representative mutually agreed upon by the Employer and the Union may review the employee's case and make recommendations.

Discipline: The City will not use an employee's voluntary participation in any part of the EAP to discipline an employee.

Other Insurance

The employer will process payroll deductions for Union provided insurance authorized by individual employees.

Section 2 - 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 dependents who are eligible for the City's health 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 dependents who are eligible for the City's health insurance coverage prior to retirement.

For employees hired after February 2, 2004, upon their retirement, coverage for dependents 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 dependents who are eligible for the City's health insurance coverage by the City 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 are eligible for the City's health and dental insurance coverage at retirement. Failure to elect will result in the forfeiture of future eligibility to enroll in the plan.

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. This one-time election applies to current retirees who have elected not to be covered by the City's healthcare and or dental insurance as well.

Section 3 – Eligible Retiree Healthcare Benefits

For all eligible retirees and their spouses who are covered on the City's health insurance prior to the employee's retirement from the City and who are under age 65, 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 has enrolled for Medicare coverage will have same options as retirees over 65.

For retirees and their spouses who are covered on the City's health insurance prior to the employee's retirement from the City and who are 65 years and older, a defined contribution stipend of \$350 per month per healthcare plan 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.

ARTICLE 7 HOLIDAYS

Section 1 - Paid Holidays

The following days shall be holidays with pay: New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day (4th of July), Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, the last working day before Christmas, and Christmas Day. Employees required to work on these days may request leave for these holidays for any date during the calendar year. Unscheduled holidays may not be carried over to the next calendar year.

Employees assigned to patrol platoons and any member mandated to work, shall be paid at the rate of time and one-half for hours actually worked on New Year's Day, Good Friday, Memorial Day, Independence Day (4th of July), Labor Day, Veterans' Day, Thanksgiving Day, the day before Christmas, and Christmas Day holidays. If involuntarily held over beyond their shift during those holidays, those employees shall be paid two (2) times their rate of pay for all hours worked beyond their scheduled shift.

As of January 1st of each calendar year, all sworn officers shall be eligible for an advancement of holiday leave equal to eight (8) hours for each of the designated City holidays in the calendar year, up to a maximum of 104 hours. Employees who are sworn in after the 1 of the year, shall be eligible for an advancement of holiday leave equal to eight (8) hours for each remaining holiday in the calendar year.

Holiday Leave hours may be granted upon request to the employee's supervisor, and may be used in any increment, but not used to circumvent occurrences of tardiness or other personnel policy.

Section 2 - Personal Days

Existing employees and all employees hired prior to July 1 shall be provided with twenty-four (24) hours of personal leave per year. Employees hired on or after July 1 shall receive eight (8) hours of personal leave for their first year of employment with the City. All Personal hours must be used by the end of the calendar year with an exception being made for employees hired on or after December 1.

Personal Leave hours may be granted upon request to the employee's supervisor, and may be used in any increment, but not used to circumvent occurrences of tardiness or other personnel policy.

ARTICLE 8
VACATION, HOLIDAY AND PERSONAL DAY AND RELIEF DAYS

Section 1: Vacation allowances

The City shall grant employees vacation with pay, as follows:

1. There shall be no vacation time earned or accrued during the first six (6) months of continuous service.
2. After six (6) months 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 6th 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.

The following chart summarizes how vacation time will be earned:

| Service Months From | to | Weekly Amount | Annual Limit |
|------------------------|-----|------------------|-----------------|
| 0 | 5 | 0.0000 | 0.00 |
| 6 | 59 | 1.5385 | 160.00 |
| 60 | 107 | 2.3077 | 200.00 |
| 108 | 203 | 3.0770 | 240.00 |
| 204 | Max | 3.8462 | 280.00 |

Section 2. Vacation Carry-Over

Employees may carry-over up to 80 hours of vacation time plus the annual accrual amount for that year over from one year to another. 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 vacation. 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: 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 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 6: Payment of Earned Vacation Upon Leaving City Employment

An employee leaving City employment will be paid for all vacation earned, except for employees terminated for cause.

Section 7: 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.

Section 8: 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 9: Leave Requests

Vacation, Personal leave and holiday leave requests shall be submitted between the dates of December 1 through March 1 and will be granted on a seniority basis. The most senior member shall have three (3) of the employees working days or five (5) calendar days to schedule their leave. Leave shall be scheduled in the following manner:

- 1) Beginning with the most senior member on each shift and continuing down the seniority list to the least senior member, each member may schedule up to 20 days (160 hours) of leave (Vacation, Holiday or Personal).

- 2) Beginning with the most senior member and continuing down the seniority list to the least senior member, employees may schedule the remainder of their leave (Vacation Holiday and Personal) minus any vacation carried over from the previous year. Each employee has three (3) days to schedule their remaining leave.
- 3) Employees may then schedule any carried over vacation hours.
- 4) The process will continue through March 1, or until all employees have had the opportunity to schedule their leave. Leave requests received after March 1 will be granted on a first-come, first-serve basis. When an employee schedules leave hours they may not change it to compensatory time at a later date.

If the union and management negotiate a schedule with rotating days off, the scheduling of leave will be:

Vacation, personal days and holidays leave requests shall be submitted between the dates of January 2 through March 1 and will be granted on a seniority basis. The most senior member shall have three (3) working days to schedule their leave which shall exclude vacation hours carried over from the previous year. This process shall continue until the least senior member schedules their leave.

The process will then be repeated for any carried over vacation hours, but must be completed no later than March 1, unless mutually agreed upon by the Department and the Union. Leave requests received after March 1 will be granted on a first-come, first-serve basis, with the understanding that leave must be scheduled so the City can maintain services to the public. When an employee schedules a vacation day, holiday or personal day those leave days may not be replaced by use of compensatory time leave at a later date.

If an Officer requests to cancel a previously scheduled holiday, vacation day, and/or a personal day their Supervisor will check to see if any other Officer had previously requested the day off as a holiday, vacation day and/or personal day, but was denied due to staffing requirements. The Officer that had been previously denied will then have "first right of refusal" to schedule the day off. If there was more than one (1) Officer that had requested the day off, but was denied, the decision will be made according to seniority, if requested before March 1, or "first come, first served", if requested after March 1. Once a holiday, vacation day and/or personal day is scheduled, the City will make every effort not to change the Officer's ability to take that day off.

When scheduling compensatory time, it should be remembered, that the compensatory time off cannot be guaranteed until fourteen (14) days from the requested day off.

Officers can schedule the time off on a “first come, first served” basis (pencil it in), but their Supervisor will not “lock it in (ink it in)” until fourteen (14) days before the scheduled time.

If the leave is scheduled prior to March 1, the City will approve two (2) officers per patrol squad on the 5 – 8 hour schedule for vacation, personal leave and holiday leave hours, for any date during the year except as described in section 1 1.4.8 of HPD Rules and Regulations.

Leave request received after March 1 will be granted on a first-come, first serve basis, with the understanding that the City is not obligated to approve more than two per patrol squad unless they negatively impact scheduled activities, and/or causes the shift to fall below the minimal count of 6 officers. Scheduled activities should include pre-planned operations, temporary task forces, pre-planned trainings, and other unforeseen operational initiatives. These events must be entered into the schedule in advance for officers to observe. If, after the March 1st deadline, an officer requests leave time on a day where no pre-planned event is listed on the schedule and the staffing is above minimum staffing requirements, the officer will be granted the day off. If an officer is granted a leave day, that day cannot be cancelled for the purposes of scheduling training or an operational initiative, etc. When an employee schedules a vacation day, holiday leave or personal day leave those leave hours may not be replaced by use of compensatory time leave at a later date.

If an Officer requests to cancel a previously scheduled holiday leave hours, vacation day leave, and/or a personal leave their Supervisor will check to see if any other Officer had previously requested the day off as a holiday leave, vacation leave and/or personal leave, but was denied due to staffing requirements. The Officer that had been previously denied will then have "first right of refusal" to schedule the day off. If there was more than one (1) Officer that had requested the day off, but was denied, the decision will be made according to seniority, if requested before March 1, or "first come, first served", if requested after March 1. Once a holiday leave, vacation leave and/or personal leave is scheduled, the City will make every effort not to change the Officer's ability to take that day off.

When scheduling compensatory time, it should be remembered, that the compensatory time cannot be guaranteed until fourteen (14) days from the requested day off. Officer can schedule the time off on a "first come, first serve" basis (pencil it in), but their Supervisor will not "lock it in (ink it in)" until fourteen (14) days before the scheduled time.

At least 6 officers shall be scheduled to begin each shift. If less than 6 officers are available, supervisors shall fill the staffing requirement through reasonable alternative mean (e.g. holding officers from previous shift, scheduled overtime, use of officers from other units, etc.). Supervisors are to apply such reasonable alternatives as soon as staffing shortages are known with the goal of minimizing occasions where officers are forced to work overtime. For example, if a supervisor discovers 24 hours before the start of a shift that fewer than 6 officers will be available to start the shift, the supervisor should immediately attempt to fill the shortage by

seeking assistance from other units that will be on-duty, posting for volunteers to work overtime, seeking volunteers who are willing to flex their shift hours, or arranging for a combination of all three before forcing overtime. If it becomes necessary to force personnel to work overtime, the supervisor may exercise discretion and start the shift at 5 officers.

The discretion used granting leave beyond the required leave scheduling will be based on known or reasonable expectations of calls for service and work load. Shift supervisors will keep in mind the need for adequate staffing for the safety of our officers and for the performance of our responsibilities to the City. Additionally, supervisors will have the discretion to determine the number of officers that will remain on duty throughout the tour, as long as at least five (5) officers remain operational at all times, regardless of the number of personnel already on leave.

Section 10: – Request for Relief Days

For assignments with multiple fixed relief day schedules, the City will begin collecting requests for relief days (regular days off) each October 1, and said RDO's shall be set by November 1 according to seniority.

- If an employee request and is granted a transfer during the year, that employees' relief days are subject to modification at the discretion of the Department. Regular annual leave that was scheduled in accordance with the rules and regulations and the contract agreement will be honored when practical.
- If an employee is subject to an involuntary transfer or reassignment, other than for disciplinary reasons, during the year from a fixed RDO assignment to a fixed RDO assignment, every effort will be made to maintain or closely match the RDO and previously scheduled annual leave will be honored. The affected employee will be provided fourteen (14) days' notice before the transfer will take effect. This may be extended to a maximum of twenty eight (28) days if the employee produces proof of an evident hardship.
- If an employee is reassigned during the year from a fixed RDO schedule to a rotating day off assignment, their days off will be in accordance with the shift or unit they're being transferred to, and previously schedule annual leave will be honored.

The affected employee will be provided fourteen (14) days' notice before the transfer will take effect. This may be extended to a maximum of twenty eight (28) days if the employee produces proof of an evident hardship.

- If an employee is transferred from a patrol shift to another patrol shift every effort will be made to transfer the employee to a shift in the same leave group (e.g. A shift to B Shift and C Shift to D Shift), and their days off will be in accordance with the shift or unit they're being transferred to and previously scheduled annual leave will be honored.

ARTICLE 9
SICK LEAVE

Section 1 - Accumulation of Sick Leave

Full-time employees will accrue 1.8462 hours per week and are limited to a maximum of 1,160 hours.

An employee may accumulate up to one hundred forty-five (145) days maximum sick leave. The twelve (12) days granted per year, as provided above in Section 1, may be accumulated to the 145-day maximum.

Section 2 - Use of Sick Leave

- A. Sick leave may be used in any increment, as needed.
- B. A medical doctor's certificate will be required for any absence in excess of three (3) scheduled working days or shifts that is caused by illness or injury. An employee who is going to be absent on a work day or shift, other than for a previously authorized absence, must directly notify his/her Department Head before the work day or shift is scheduled to begin and must so notify the Department Head 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 have 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.

Sick leave may also be used for medical, dental, eye, and counseling appointments, if sufficient advance notice is given and approval is received from the employee's supervisor.

- C. An employee who does not use any sick leave days for the first six months of the calendar year, may convert one sick leave day to vacation leave. An employee who completes the entire calendar year without using any sick leave days may convert an additional three days of sick leave to vacation leave. An exception to this would be that an employee who uses combined sick hours that total less than one full work day would still be eligible for sick leave to vacation conversion. Sick to vacation days will be converted to the 8-hour day.
- 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 1160 hours. A maximum of 800 hours 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 the duration of the sick leave that has been “recorded and banked”.

Section 3 - Payment of Sick Leave: Retirement

Employees hired before July 3, 2011, will be paid one hundred percent (100%) of the total amount of their his accumulated sick leave from their “active” sick leave balance up to a maximum payout of \$12,000.00. (“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 (Union or non-union) is provided a more generous package for sell back of sick leave, AFSCME 3373 will be treated equally.

Employees hired after July 3, 2011 will not be paid any amount for accumulated sick leave from his/her “active” sick leave balance.

Section 4 - Payment of Sick Leave: Leaving Employment

If an employee leaves his/her employment with the City, he/she will be paid for the sick leave that he/she has accumulated in accordance with Section 1. 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 (½) of the employee’s regular rate of pay as of the time of leaving employment. The maximum amount paid to an employee under this Section is Three Thousand Dollars (\$3,000.00). An employee must have ten (10) 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

In the case of an extended sickness where an employee has exhausted his/her accumulated sick leave and banked sick leave, all unused vacation time must be taken. If the employee is unable to return to work at the end of all of this time, the employee may bring this matter to the City Administrator and his/her union. They will review the situation. 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.

ARTICLE 10
OTHER LEAVE

Section 1 – Bereavement

All employees 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 (3) days of 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 employees spouse is deceased and the employee has not remarried.

If additional time is needed for travel, it shall be granted upon justification to the City's Human Resources Director. Such additional time shall be unpaid, unless vacation time is used.

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

Section 2 - Temporary Disability

Any employee who is unable to return to full duty following a work related injury may be eligible to receive payment under Worker's Compensation. If the cause of the injury is not clear, the employee's absences will be charged to sick leave or other leave until a final ruling is made by the Workers' Compensation Commission. If approved, all leave will be restored to the employees account.

Once the employee has been on Worker's Compensation leave and/or light duty for ninety (90) consecutive days, 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. At that time, the employees assigned days off and vacation days are voided and available for full duty personnel for the remainder of the year. Upon returning to full duty, days off and leave days will be based on availability as outlined in Article 8, Section 9.

Employees Sick/Injured or otherwise unable to perform full duty (Not work related).

Employees who are unable to perform in a law enforcement capacity may utilize leave. After sixty consecutive days in a non-full duty status, the employee will be removed from their platoon/unit roster and their assigned days off and leave days will be available for other employees to claim for the remainder of the year. Upon returning to full duty, days off and leave days will be based on availability as outlined in Article 8, Section 9.

Shift Staffing

After fourteen (14) days in a non-full-duty status, the officer will not be counted as manpower in determining scheduled leave. Supervisors shall approval additional leave requests up to the minimal

requirement of two officers per shift. However, approval shall not be granted for requests greater than seven days into the future.

This seven (7) day limit becomes void if the employee's non-full-duty status exceeds ninety (90) days for a work related injury or sixth (60) days for a non-work related injury.

Section 3 - Jury Duty

An employee who is called for jury service will be granted paid leave for the time spent in jury duty that occurs during the employees' normal scheduled shift. Whenever the employee is temporarily excused from such jury duty by the court on his/her scheduled work day, he/she shall advise his/her supervisor as promptly as possible and report for work if requested by the Supervisor.

Section 4 - Education

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

Section 5 - Maternity Leave

An employee who becomes pregnant shall immediately consult a physician to obtain a written statement concerning the employee's physical ability to perform all aspects of work as a police officer. With the written consent of the physician, the employee may be permitted to continue performing her duties. An employee who is unable to continue working in a light duty assignment, as verified by a physician, due to pregnancy will be placed on leave subject to FMLA. The employee who gives birth to a child shall return to work upon receiving written consent from a physician. After the birth of a child, a female employee may also elect to exhaust accrued vacation and holiday time and request an unpaid leave of absence in accordance with Section 7 of this Article or other City policy.

Section 6 - Family Leave

Employees may utilize their accumulated sick leave, not to exceed forty hours per year, to care for an immediate family member who is ill. All other conditions and work rules which apply to the use of sick leave will apply.

Section 7 - Family and Medical Leave (FMLA)

Family and medical leave will be granted in accordance with the requirements of the Federal Family and Medical Leave Act (FMLA). For approved FMLA periods, employees may use any sick leave available to them to care for their selves or an immediate family member as defined by FMLA. If the employee does not have or exhausts all available sick leave and banked sick leave, the employee must then use any comp and personal time remaining. Any vacation time in excess of forty (40) hours must also be used to cover any remaining time off before the employee goes on an unpaid status for the remainder of FMLA period.

Section 8 - Union Official Leave

Leave of absence with pay shall be granted to any members that are designated by the union to serve as delegates at conventions and organizational conferences or selected for training

opportunities related to their union for a maximum of one hundred and sixty (160) per contract year. The request must be in writing and approved by the Chief of Police and the Human Resources Director

ARTICLE 11
MILITARY TRAINING LEAVE

Section 1 - Military Leave

- A. **Leave for Annual Military 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 without loss of accumulated annual leave, during which he/she is engaged in the performance of annual official duty or training, pursuant to appropriate order. While on such leave, the employee shall be paid his/her regular straight time rate, less his/her military pay, provided, however, that such payment shall not exceed a total of payment for fifteen (15) City working days in any calendar year, and provided further, that there shall be no more than one such payment for any single leave.

In order to receive payment of salary under this subsection A., an employee must submit a copy of his/her orders with the City's Human Resources Department and with his/her Department Head. In addition, upon returning from his/her annual military training, the employee must provide to the Human Resources Department and to his/her Department Head a certification from his/her Commanding Officer confirming that he/she has performed his/her duty in accordance with the terms of the orders.

- B. **Active Military Duty:** The City shall, in accordance with applicable federal law, guarantee any accrued seniority to any employee who volunteers for, or is called to serve, active military duty. The City shall also guarantee a comparable position for such employee upon his/her return to civilian life, to the extent required by federal law, provided, that the employee makes application for re-instatement within ninety (90) days after being released under honorable conditions from such military service. Employees who volunteer for, or are called to serve, active military duty shall not be paid for the period that they are on leave, with the exceptions they may request to be paid for all accrued vacation and compensatory time in a lump sum at the time they take leave to perform active military duty. The comp time limits in Article 5, Section 9 do not apply in cases of this benefit for active duty military. Leave accruals will be frozen for the period the employee is on leave.

ARTICLE 12
SENIORITY

Section 1 - Definitions of Seniority and Seniority Date

Seniority in the Department is established and defined first by length of continuous sworn service, or leaves of absence as defined in Articles 10 and 11 of this Contract, as patrol officer within the Hagerstown Police Department, and second by time in rank for the purpose of salary level, assigned days off, vacation and holidays. Date of hire in the Police Department shall govern for all other matters under this agreement.

Section 2 - Resolution of Relative Seniority

Where two or more officers have established equal seniority, relative seniority shall be determined by highest employment test score if any problem under this Agreement relating to seniority arises. In the event two (2) or more officers have the same employment test score, the highest academy scholastic test score shall prevail as the tie breaker. For employees hired after July 1, 1992 these determination factors shall be reversed.

Section 3 - Seniority Roster

The City shall establish a roster of all Police Officers, arranged according to seniority, showing name and position. The City shall furnish a copy of such roster to the Union within thirty (30) days from the execution of this agreement and thereafter furnish a copy of such roster to the Union in January of each year during the duration of this agreement.

Section 4 - Union Notification

The Employer shall notify the Union in writing of all new hires, terminations, layoffs and recalls of employees within thirty (30) days of the occurrence of same.

Section 5 - City's Right to Furlough or Lay-Off

In case of the City's need (financial or otherwise) to institute a reduction in force, the City reserves the Management Right to furlough up to 40 hours in each fiscal year and/or lay off employees at its own discretion. However, management agrees to notify the union of its intent to furlough and shall discuss all alternative options with the unions on the need to furlough for a minimum of thirty days prior to implementing a furlough plan.

Section 6 - Promotion, Layoff and Recall

At the time of promotion, layoff and recall to work of non-probationary employees for a period of more than three (3) consecutive work days duration, the Employer shall give due consideration to their relatively equal qualifications, and where their qualifications are relatively equal, seniority shall be the governing factor. An employee shall lose his seniority upon voluntary resignation from employment or promotion to a management position (i.e.,

rank of Sergeant and above). An employee's seniority shall not be terminated because of an authorized leave of absence or layoff. In case of reduction of force, or elimination of position, seniority shall govern.

Layoffs shall begin with the employee with the least amount of seniority. Employees shall be recalled in the inverse order of layoff. No new employee shall be hired until the employee or employees on layoff have been given the opportunity to return to work. The employee shall return to work within seven (7) days of written notice of recall by registered letter to the last known filed address or forfeit his/her seniority rights. In the case of demotion of a management employee to officer status or below, he/she shall return to the bargaining unit with the amount of seniority that said employee had at time of promotion from the bargaining unit.

Section 7 - Job Bidding

When a vacancy (other than created by vacation or absenteeism) or a new regular job opening occurs and the Employer deems it necessary to fill such vacancy, the Employer will post a notice of such job opening for a period of not more than five (5) consecutive work days, including the date of posting but excluding Saturday, Sunday and holidays. Any employee who desires to be considered shall submit a written bid to the Chief of Police and/or the Human Resources Director. If there are applicants qualified and available for the job opening, at the expiration of the applicable period of posting, the Employer shall fill the position from among such applicants in accordance with the provisions of Section 5 herein. If there is no qualified applicant available, the City may fill the job from any source.

Section 8 - Probationary Period

All new employees shall be placed on the seniority list as of the first day of employment, upon the completion of a period of probation, not to exceed twelve (12) months from the beginning of the Field Training Officer program, before appointment is made complete during which period a probationer may be discharged, or reduced at the Employer's discretion, and such action will not be subject to the grievance or arbitration procedure.

Section 9 – Lateral Transfers

Lateral transfers of Police Officers from other police organizations who are certified by the State of Maryland or from other states that are recognized by Maryland's Training Commission as having a comparable entrance level academy may be hired by the City to fill patrol vacancies. The City may use years or eligibility service performed as a certified police officer as a means of determining starting salary. This service credit applies to pay only and will not impact departmental seniority which will be calculated in accordance with Article 12, Section 1 of this contract or any other benefit.

ARTICLE 13
GRIEVANCE PROCEDURES

Section 1 – Settlement of Employee Grievances

The Union and the Employer recognize their mutual responsibility for the prompt and orderly disposition of grievances of employees that arise under this agreement. To this end, the Union, the Employees, and the Employer agree that the provisions of this Article shall provide the means of settlement of grievances of employees. However, a grievance shall be considered to exist only when there is a disagreement involving the interpretation 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.

Section 2 - Employee Representatives

Employees appointed by the Union as union stewards shall be recognized by the Employer as representatives of employees in the presentation and settlement of their grievances.

Section 3 - Procedural Steps

Any difference or dispute arising out of the provisions of this Agreement which cannot be adjusted informally may be made the subject of a grievance and shall be presented in writing in the following steps.

Step 1 - Between the aggrieved employee and his/her immediate supervisor. The supervisor shall schedule a Step 1 grievance meeting within five (5) working days of receipt of the grievance and shall give a written answer to the employee within three (3) working days of such meeting. The only persons entitled to be present at this meeting shall be the supervisor and one of the Employer's representatives, the employee and, if the employee desires, one representative from the Union.

Step 2 - Between the aggrieved employee and the City Chief of Police or his designee. The Chief of Police or his designee shall schedule the Step 2 grievance meeting within fifteen (15) working days of receipt of the grievance and shall give a written answer to the employee within five (5) working days after such meeting. The only persons entitled to be present at this meeting shall be the Chief of Police or his designee, one other City representative, the employee, and if the employee desires, one representative from the Union.

Step 3 - Between the aggrieved employee and the City Human Resources Director. The Human Resources Director shall schedule the Step 3 grievance meeting within ten (10)

working days of receipt of the grievance and shall give a written answer to the employee within ten (10) working days after such meeting.

The only persons entitled to be present at this meeting shall be the Human Resources Director, one other City representative, the employee, and if the employee desires, two representatives from the Union. The City shall provide the Union with the basis for its decision at Step 3. The Union agrees that the City is not limited to this written basis of decision when presenting a case to arbitration.

Section 4 - Grievance Presentation

All grievances shall be presented at Step 1 of this grievance within ten (10) calendar days following the event giving rise to the grievance or within ten (10) calendar days following the time when the employee reasonably should have gained knowledge of its occurrence, or the grievance shall be considered waived. Unless a grievance is appealed in writing within five (5) working days after the Employer's answer in Step 1 or within fifteen (15) working days after the Employer's answer in Step 2 or within fifteen (15) working days after the Employers answer in Step 3 of this grievance procedure, such grievance shall be deemed to have been settled in accordance with such answer, which shall be final and binding on the aggrieved employee or employees and the Union.

Section 5 - Exclusion from Grievance Procedure

The procedures outlined in Articles 13 and 14 of this Agreement shall not be applicable to any disputes instituted and processed under the Officer's Bill of Rights, Maryland Annotated Code, Public Safety Article, Title 3 or any other provision of the Maryland Annotated Code. Any amendments to the Officer's Bill of Rights shall be cause to open Articles 13 and 14.

ARTICLE 14
ARBITRATION

Section 1 – Appeal Process

Any grievance concerning the interpretation, applications or alleged breach of an express provision of this Agreement that has been properly processed through the grievance procedure as set forth in Article 12 and has not been settled at the conclusion thereof may be appealed to arbitration by the Union serving written notice on the Employer within fifteen (15) calendar days after the Employer's answer at Step 3 of said grievance procedure. If the Union fails to serve such notice of its intention to arbitrate within this time limitation, it shall be deemed to have waived the arbitration and the grievance shall be considered settled. No individual employee shall have the right to invoke this arbitration procedure.

Section 2 - Selection of Arbitrator

If the Union and the Employer are unable to agree upon the selection of an arbitrator within seven (7) calendar days after the Unions notice of appeal to arbitration, they shall jointly request the Federal Mediation and Conciliation Services to furnish a list of not less than five (5) arbitrators, one of whom may be designated by the parties to act as arbitrator of the grievance. If no agreement can be reached upon an arbitrator within seven (7) calendar days after receipt of the said list, the Union and the Employer shall jointly petition the Federal Mediation and Conciliation Services to furnish a second list of not less than five (5) additional arbitrators, one of whom shall be designated by them within seven (7) calendar days after receipt of said list, to act as arbitrator of the grievance. Selection shall be made by the Union and Employer representatives alternately striking any name from the list until only one name remains. The final name remaining shall be the arbitrator of the grievance.

Section 3 - Arbitrator's Jurisdiction

The jurisdiction and authority of the arbitrator of the grievance and his/her opinion and award shall be confined to the specific provision or provisions of the Agreement at issue between the Union and the Employer. He/she shall have no authority to add to, alter, amend, or modify any provision of this Agreement including the salaries listed in Article 4, Section 1 and Attachment A 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/her jurisdiction and the authority as specified in this Agreement shall be final and binding on the aggrieved employee or employees, the Union and the Employer.

Section 4 - Arbitration Expenses

Costs and expenses assessed by the arbitrator shall be paid in each case by the party who is unsuccessful in the arbitration procedure. Each party shall pay for its own counsel, if any.

ARTICLE 15
NO STRIKES OR LOCKOUTS

Section 1 - Strike Action Forbidden

For the duration of this Agreement, the Union, its officers, agents, representatives, and members shall not in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sympathy strike, slowdown, cessation or stoppage of work, boycott, picketing, or other interference with or interruption of work of City Police Department. Inciting or inducing any such activity shall constitute cause for suspension or discharge under this Agreement. In addition to any other liability, remedy or right provided by applicable law or statute, should such a strike, sympathy strike, slowdown, or stoppage of work, boycott, picketing, or other interference with or interruption of the services of the City Police Department occur, the Union within twenty-four (24) hours of a request by the City shall:

- A. Publicly disavow such action by the employees.
- B. Advise the Employer in writing that such action by employees has not been called or sanctioned by the Union.
- C. Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.
- D. Post notice on the Union bulletin board advising that it disapproves such action.

Section 2 - Lockouts Forbidden

The Employer will not lock out any employee as a result of a labor dispute with the Union.

ARTICLE 16
MISCELLANEOUS

Bulletin Board

The Employer shall provide the Union with a bulletin board located in the Police Department for the purpose of posting its official notices of the following Union activities: meetings, elections and results of elections, appointments, recreational and social affairs.

Section 2 - Clothing Allowance

If an employee is required to wear a uniform or dress clothing in accordance with Police Department Rules and Regulations as a condition of employment, such uniform or dress clothing shall be furnished without cost to the employee by the Employer.

The Union and Police Department Administration will collectively meet and decide on a vendor for the department's uniform apparel.

A clothing allowance will be provided for plain clothes officers, which includes officers assigned to work narcotic/drug investigations to obtain clothing as specified in the Rules and Regulations of the Hagerstown Police Department. An officer transferred to Criminal Investigation or Narcotics will be provided the full annual allowance upon their transfer. The amount of the clothing allowance shall total \$700.00 per year. Employees are to receive a lump sum payment in July, and will be distributed in a separate check to the employee. All money awarded under this section is taxable income to the recipient and must be reported as taxable income in the manner prescribed by the Internal Revenue Service of the United States.

Section 3 - Educational Reimbursement

Educational Assistance will be offered to regular employees based on the City's Educational Assistance Policy.

Section 4 - New Positions and Changes to Job Descriptions Requiring Job Evaluations and Review

Job description changes shall be discussed and negotiated at the request of either party. Any new classifications, their duties and salary levels must be approved by both parties before any changes will take effect.

Section 5 - Vests

Vests shall be made available to all covered employees. All vests more than five years old shall be replaced. Employees may choose one of two options. Option 1 -Employees will be provided with one (1) vest cover per year, not to exceed a total of four (4) covers OR Option 2 – employees may receive two concealed vest carriers and one outer carrier if desired. For patrol officers wearing an outer uniform carrier, the department will supply two outer carriers and one concealed carrier for those officers. Vests shall be replaced in accordance with the manufacturer's expiration date.

Section 6 - Lunch Breaks

Lunch breaks shall be permitted subject to the approval of management.

Section 7 – Officer’s Rights

As of now, the Maryland Law is changing and not yet completely published. However, until such time as the law is published, the City of Hagerstown Police Department will conform with the Maryland Police Reform Act of 2021

Once published, the City and the union will meet and discuss any implications the law may have on the Collective Bargaining Agreement.

Section 8 - Master Benefits Committee Participation

The City and Union agree to establish a committee, which includes representatives from AFSCME Local 3373, AFSCME Local 1540, IAFF Local 1605 and management, to review the additional retiree healthcare costs attributable to the implementation of the twenty five (25) year retirement plan and recommend options for making these costs cost neutral to the City.

Section 9 – Light Duty

When such positions are available, the City shall attempt to make light duty assignments available for an injured or pregnant officer who is unable to maintain full duty status. Employees may be temporarily detailed to other City of Hagerstown Departments while on light duty.

All light duty assignments will be determined in accordance with the needs of HPD and the City of Hagerstown, and be compatible with the restrictions caused by the injury, illness or condition.

Assignments may be changed at any time if deemed in the best interest of HPD and the City of Hagerstown. Light duty assignments will be approved by the Chief of Police or designee.

Employees cannot assume a light duty position until all necessary forms have been submitted and there is a confirmation and an assignment by Human Resources.

Application Process:

Light duty status requires a process be completed; it is not automatic. The following guidelines must be adhered to in order for a light duty status to be considered. This applies to both on-duty and off duty circumstances.

1. Light Duty is not available for non- work related injuries until the absence extends beyond 14 calendar days (other than pregnancy).
2. The requesting officer must complete the required documentation.
3. Attached to the request form will be the medical documentation, signed by a physician, outlining the restrictions and the conditions under which the employee can work.

4. The medical documentation must also include the projected time of the requested light duty assignment.
5. The Light Duty Request Form and medical documentation will be submitted to the employee's supervisor and then forwarded directly to the Operations Captain.
6. If a light duty assignment is authorized, the officer will be contacted by the Human Resources Department with an assignment that is compatible with the employee's condition.
7. Employees are limited to no more than 45 calendar days of light duty capacity in a twelve-month period. After 45 calendar days, if the employee is unable to return to full duty, the employee must use their leave or go in a non-paid status.

Officers who are on light duty are responsible for court appearances and any subpoenas, summonses, etc. issued by the court. Light duty does not prevent an officer from attending court. All officers will be required to comply with all court summonses.

OUTSIDE WORK PROHIBITED Employees on light duty status may not participate in any outside of Department endeavor, activity or employment which requires the employee to perform activities prohibited by the light duty restrictions.

Employees on light duty:

1. Are not eligible for overtime, with the exception of summoned appearances and their light duty assignment being extended beyond their scheduled hours.
2. Employee will remain assigned to their current platoon as defined in Article 10 Section 2 with the understanding they can be assigned to work any eight (8) consecutive hours in a 24 hour period. Employees will continue to submit leave request to their shift commander.

After forty-fifth calendar days on light duty, the light duty assignment will automatically end. The employee must then return to Worker Compensation, use their leave, or go in a non-paid status.

Section 10 – Drug Testing

A committee shall be formed to place in policy and in the collective bargaining agreement a drug testing policy that is consistent with industry standard procedures for collection of specimens and chain of custody. Laboratories used to conduct drug testing will be mutually agreed upon by the Union and the City. It is understood that these laboratories must be certified and must be a certified collection site adhering to certified procedures.

Section 11 – Body Armor

Every uniformed officer working in a patrol capacity, shall wear at all times while working, the body protection and or armor that the City furnishes to the Department.

Section 12 – Cadet Program

Local 3373 and the City of Hagerstown agree to the creation of a Police Cadet program. Police Cadets (Part-Time or Full-Time) shall be members of AFSCME 3373. Local 3373 and the City of Hagerstown agree to meet as needed to design and approve changes to the job description and duties assigned to the Police Cadets.

Section 13 – Safety

The Employer and the Union shall cooperate in enforcement of safety. Should any member feel that their work required him/her to be in an unsafe or unhealthy situation the matter shall be considered immediately by supervision. The City shall form a Safety Board consisting of two (2) Hagerstown Police Department non-union members and two (2) Local 3373 union members, to be selected by the President of Local 3373. This Safety Board shall meet at least one (1) time per year. The function of this board is to hear any safety complaints filed to a supervisor within ten (10) days of the filing of the complaint and formulate a solution. If the matter is not adjusted satisfactorily, it may become the subject of a grievance and will be processed according to the Grievance Procedure. No member shall be required to operate an unsafe piece of equipment or perform work in an unsafe or unhealthy condition as determined by supervision.

Section 14 – Automatic Vehicle Location (AVL)

Local 3373 recognize the importance of the City Police Department’s use of an Automatic Vehicle Location (AVL) system as both a management tool for the efficient deployment of resources and as an officer safety tool. AVL systems use Global Positioning Satellite (GPS) information combined with software mapping tools to provide information to dispatchers and supervisors for this purpose. AVL systems have the capability to send Automatic Notifications for violations of certain pre-set parameters. Local 3373 and the City of Hagerstown agree not to use the Automatic Notification system to Automatically Generate or initiate a complaint against its members. AVL data, however, may be used to actively manage resources in the field, support internal investigations and during any disciplinary proceedings.

ARTICLE 17 DURATION OF AGREEMENT

Section 1 - Effective Period

This Agreement shall be effective 0001 hours July 1, 2022 and shall continue in full force and effect until 2400 hours on Thursday, 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 1st 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.

Section 2 – Separability

If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law or decision of the courts, such term or provision shall continue in effect only to the extent permitted by such law or court decision. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement. The express provision of this Agreement shall supersede any rule or regulation in conflict with it to the extent of such conflict.


Section 3 – Finality

This Agreement incorporates the understanding of the City and the Union with respect to matters affecting conditions of employment and general welfare.


After ratification by the Union membership on the 28th day of March in the year 2022 and receiving approval of the Mayor and Council, this contract is executed on this 26th day of April in the year 2022

American Federation of State, County
and Municipal Employees Council 67,
Local 3373, AFL, CIO

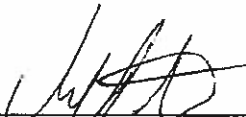
City of Hagerstown



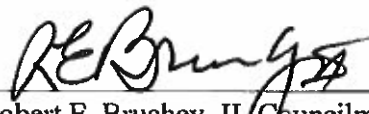
Scott St. Clair, President



Emily Keller, Mayor



Michael Alderton



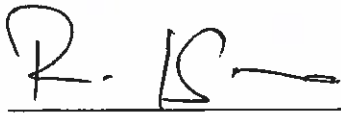
Robert E. Bruchey, II, Councilmember



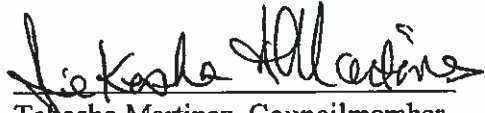
Gary Anderson



Tiara Burnett, Councilmember



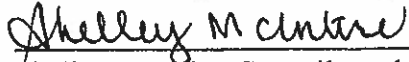
Ronald Isaacs



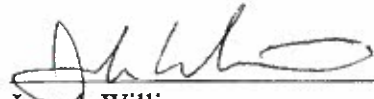
Teresha Martinez, Councilmember



Timothy Cramer



Shelley McIntire, Councilmember



Joseph Williamson



Kristin Aleshire, Councilmember

APPENDIX A

AFSCME Council 67, Local 3373: Annual Salaries

Annual Longevity Steps: “1st Year” refers to the 1st through 365th day of employment. “2nd Year” is the 366th through 730th day of employment.

| ANNUAL LONGEVITY STEPS (YEARS OF SERVICE) | ANNUAL SALARIES FY23 | ANNUAL SALARIES FY24 | ANNUAL SALARIES FY25 |
|--|-----------------------------|-----------------------------|-----------------------------|
| 1 | 46,700.16 | 53,248.00 | 53,248.00 |
| 2 | 56,056.00 | 56,056.00 | 56,056.00 |
| 3 | 58,843.20 | 58,843.20 | 58,843.20 |
| 4 | 61,796.80 | 61,796.80 | 61,796.80 |
| 5 | 63,336.00 | 63,336.00 | 63,648.00 |
| 6 | 64,916.80 | 64,916.80 | 65,561.60 |
| 7 | 66,539.20 | 66,539.20 | 67,516.80 |
| 8 | 68,203.20 | 68,203.20 | 69,555.20 |
| 9 | 69,908.80 | 69,908.80 | 71,635.20 |
| 10 | 71,656.00 | 71,656.00 | 73,777.60 |
| 11 | 73,444.80 | 73,444.80 | 75,296.00 |
| 12 | 75,296.00 | 75,296.00 | 77,521.60 |
| 13 | 77,168.00 | 77,168.00 | 79,456.00 |
| 14 | 79,102.40 | 79,102.40 | 81,452.80 |
| 15 | 81,078.40 | 81,078.40 | 83,470.40 |
| 16 (20 YEARS OF SERVICE) | XXXXXXXX | 83,096.00 | 87,651.20 |

- Contract Term of 3 years (July 1, 2022-June 30, 2025)
- Scale will take effect July 4, 2022
- Yearly increases will take effect the first Monday of the new Fiscal Year
- All step increases take effect the Monday following the employees’ anniversary date.

