

# **Mayor and Council**

## **14th Special Session, Work Session, and Executive Session**

### **May 2, 2017**

### **Agenda**

*"A diverse, business-friendly, and sustainable community with clean, safe and strong neighborhoods."  
"Providing the most efficient and highest-quality services as the municipal location of choice for all customers."*

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**"Riding a bike is like an art, something you do because you feel something inside."**

**Valentino Rossi**

#### **4:00 PM WORK SESSION**

1. Proclamation: National Bike Month & Bike to Work Week - *Jennifer Fetting, Chair of the City of Hagerstown Bicycle Advisory Committee*
- 4:10 PM** 2. Citizens Police Academy Graduation Recognition - *Officer Gerard Kendle*
- 4:20 PM** 3. Special Recognition
- 4:30 PM** 4. FY 2017/18 Budget Review – *Valerie Means, City Administrator; Michelle Hepburn, Director of Finance*
- 5:30 PM** 5. Update on the Vietnam War Veterans Monument along South Walnut Street - *Jim Kline and members of the Joint Veterans Council*
- 5:45 PM** 6. Refuse and Curbside Recycling Collection Services - *Rodney Tissue, City Engineer*

#### **CITY ADMINISTRATOR'S COMMENTS**

#### **MAYOR AND COUNCIL COMMENTS**

#### **ADJOURN**

#### **SPECIAL SESSION**

- 6:05 PM** 1. Approval of AFSCME 3373 Union Contract
2. Approval of Sale of Truck: 1997 Tractor Drawn Aerial Fire Truck
3. Approval of a Purchase: TV Production Studio Equipment and Lighting
4. Approval of Payment to Brekford for Speed Camera Contract
5. Approval to Apply for a State of Maryland Community Program Fund Grant

**REQUIRED MOTION  
MAYOR AND CITY COUNCIL  
HAGERSTOWN, MARYLAND**

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**Topic:**

Proclamation: National Bike Month & Bike to Work Week - *Jennifer Fettig, Chair of the City of Hagerstown Bicycle Advisory Committee*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**REQUIRED MOTION  
MAYOR AND CITY COUNCIL  
HAGERSTOWN, MARYLAND**

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**Topic:**

Citizens Police Academy Graduation Recognition - *Officer Gerard Kendle*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**REQUIRED MOTION  
MAYOR AND CITY COUNCIL  
HAGERSTOWN, MARYLAND**

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**Topic:**

Special Recognition

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**



**REQUIRED MOTION  
MAYOR AND CITY COUNCIL  
HAGERSTOWN, MARYLAND**

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**Topic:**

FY 2017/18 Budget Review – *Valerie Means, City Administrator; Michelle Hepburn, Director of Finance*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

FY18\_Budget\_Review\_Memo\_04-28-2017.pdf

**Description**

FY18 Bud Review Meeting



# **CITY OF HAGERSTOWN, MARYLAND**

Finance Department  
301-739-8577 X160

To: Valerie Means, City Administrator  
From: Michelle Hepburn, Director of Finance  
Date: April 28, 2017  
Subject: FY2017/18 Budget Review

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Staff will be present to continue discussions regarding the FY2017/18 Proposed Budget for the General Fund during the Work Session on May 2. Additionally, a schedule of potential adjustments discussed during the meeting on April 25 is attached.

**May 2, 2017:**

1. Mayor and Council Discussion of priority projects
2. Mayor and Council Discussion of General Fund Proposed Budget

**May 2, 2017 through May 16, 2017:**

Future budget review work sessions will discuss the City's other funds and cover the following topics throughout May.

1. Economic Redevelopment, Section 5, Pages 11-13
2. CDBG Program, Section 5, Pages 3-8
3. Parking Fund 5 Year Projections, Section 7, Pages 26-28
4. Parking Fund Capital Improvement Projects, Section 8, Pages 39 and 166-170
5. Golf Fund 5 Year Projections, Section 7, Pages 29-30
6. Mayor and Council Discussion of Other Funds' Proposed Budget
7. Electric Fund 5 Year Projections, Section 7, Pages 15-17
8. Electric Fund Capital Improvement Projects, Section 8, Pages 32 and 120-137
9. Water Fund 5 Year Projections, Section 7, Pages 18-21
10. Water Fund Capital Improvement Projects, Section 8, Pages 34 and Pages 138-149
11. Wastewater Fund 5 Year Projections, Section 7, Pages 22-25
12. Wastewater Fund Capital Improvement Projects, Section 8, Pages 37 and 150-165

**May 16, 2017:**

- Public Hearing: FY18 Budget and Property Tax Rate
- Introduction of Ordinances (FY18 Budget and Property Tax Rate)

**May 23, 2017:**

- Adoption of Ordinances (FY18 Budget and Property Tax Rate)

**City of Hagerstown**  
**Proposed General Fund Budget Adjustments**  
**to Fiscal Year 2018 Proposed Budget**

<b>Beginning GF FY18 Proposed Budget Balance</b>	<b>\$ 10,457</b>
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**Revenue Adjustments:**

Eliminate 2.7 Cent Tax Rate Increase (\$0.027 per \$100 assessed value)	(672,041)
Increase HPD DEA/NTF reimbursement	20,000
Sale 3 of 8 Train cabooses from the Train exhibit	30,000
SWM: 12-18 months implementation timeline	200,000
Next Step would need M&C approval to bid rate study for SWM	
Potential allocate partial FY18 expense from GF to a new SWM Fund	
Implement new real estate tax rate tiers (homeowner vs rental)	-
Public notice must be advertised minimum of 15 days prior to Introduction of ordinance. Staff to research and discuss with M&C June-Aug for implementation effective 7/1/18 (FY19)	
Increase and identify tax-exempt properties for new PILOT agreements - FY19	-
Tax Sale No-Bid Properties	-
New state legislation effective in October	
City staff have worked with County staff and prospective legal teams to bring suggestion for plan to M&C this Fall	
Recycling/Trash Fees and Contract - FY19	-
Staff researching and preparing bid new contract to be effective in December	
Further analysis and fee revision to be completed once have new contract for FY19 (\$50K-\$100K)	
Safe Speed for Student Program - add another new camera location (\$50K)	-

<b>Total Revenue Adjustments</b>	<b>(422,041)</b>
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**Expenditure Reductions:**

Reduce and/or eliminate events	
Reduce Fairgrounds Harvest Hoedown	2,000
Reduce Fall Fest activities in Recreation budget	3,000
Reduce Music by the Lake events	2,500
Reduce Christmas in the Park	2,000
Eliminate Fairgrounds Country Fest	6,500
Reduce Fairgrounds July 4th to just fireworks	14,000
Eliminate Utility Benefit Concert	1,000
Eliminate Veterans WWII Trip	800
Reduce PT and/or Seasonal staff hours in Parks to close all Parks at dusk versus 10:00 pm	10,000
Increase GF Vacancies Savings for all staff/position by waiting 4 months before posting any position beginning July 1, 2017	100,000
Decrease GF retiree amounts to Health Insurance Fund	44,438
Reduce General Fund CIP Expenditures (Transfers to CIP from General Fund only)	
Reduce IT Municipal Broadband Project in half (#C0008)	3,300
Reduce Hagerstown Ice Rink Project (#C0843)	5,000
Defer Traffic Calming (#C0560) to FY19	20,000
Defer Signal Timing Optimization (#C0640) to FY19	20,000

**City of Hagerstown**  
**Proposed General Fund Budget Adjustments**  
**to Fiscal Year 2018 Proposed Budget**

Defer HPD Building: Partial Paving Project (#C0308)	30,000
Reduce Downtown Beautification Project (#C0280)	10,000
Defer PW LED Signal Lights Project (#C0245)	5,000
Defer PW Signal Controller Upgrades Project (#C0433)	20,000

Reduce General Fund Transfer to Economic Redevelopment Fund if cannot implement SWM	-
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Reduce PW Operating Expenditures: Tipping Fees	23,000
Reduce Planning & Code Administration Expenditures	17,000
Reduce City Administrator Operating Expenditures	2,000
Reduce City Clerk Operating Expenditures	2,000
Reduce Finance Operating Expenditures	2,500
Reduce HR conferences & training operating expenditures	7,500
Reduce Fire Operating Expenditures: Smoke Alarms	28,000
Reduce Communications: Advertising & Marketing/Promotions	24,000
Reduce Community Affairs: Advertising	5,000
Reduce Community Affairs: Advertising	2,000

<b>Total Expenditure Reductions</b>	<b>412,538</b>
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<b>Net Adjustments to General Fund Proposed FY18 Budget</b>	<b>(9,503)</b>
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<b>Ending GF FY18 Proposed Budget Balance</b>	<b>\$ 954</b>
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**REQUIRED MOTION  
MAYOR AND CITY COUNCIL  
HAGERSTOWN, MARYLAND**

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**Topic:**

Update on the Vietnam War Veterans Monument along South Walnut Street - *Jim Kline and members of the Joint Veterans Council*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

vietnam\_war\_monument.2017.pdf

**Description**

Update on the Vietnam War  
Veterans Monument along  
South Walnut Street



# CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

May 2, 2017

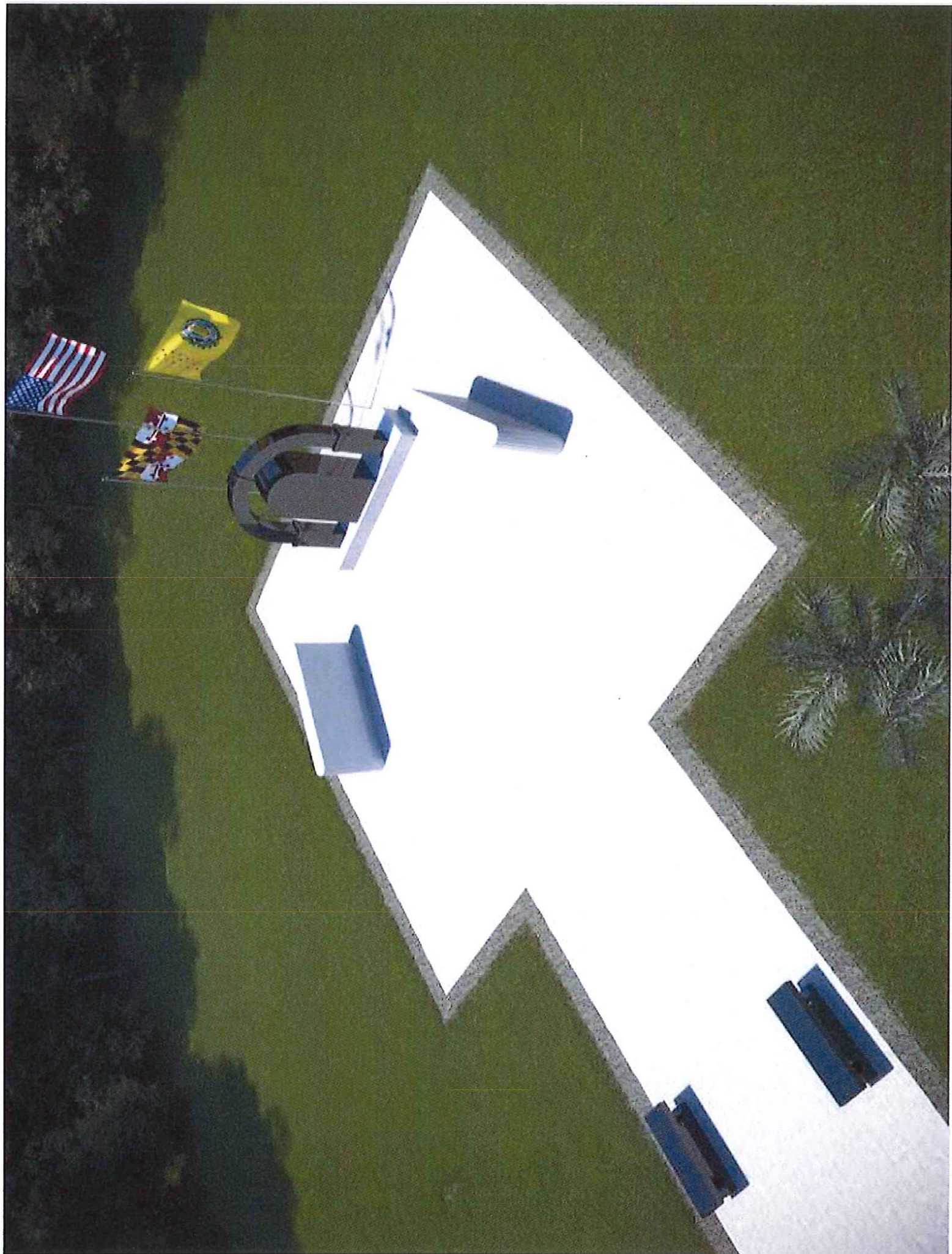
TO: Valerie Means, City Administrator  
FROM: Rodney Tissue, City Engineer *R. Tissue*  
RE: Update on the Vietnam War Veterans Monument along South Walnut Street

Members of the Joint Veterans Council would like to update the Mayor and Council on the status of the monument project.

Attachments: Current renderings

c: Mark Haddock  
Jim Kline (JVC)











**REQUIRED MOTION  
MAYOR AND CITY COUNCIL  
HAGERSTOWN, MARYLAND**

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**Topic:**

Refuse and Curbside Recycling Collection Services - *Rodney Tissue, City Engineer*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

refuse\_and\_recycling.2017.pdf

**Description**

Refuse and Curbside  
Recycling Collection  
Services



# CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

May 2, 2017

TO: Valerie Means, City Administrator  
FROM: Rodney Tissue, City Engineer *Roo*  
RE: Refuse and Curbside Recycling Collection Services

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Prior to soliciting bids for the new solid waste collection contract, I would like to finalize the list of options that the Mayor and Council wish to consider. The attached chart is offered for their review and discussion at the next work session.

We are not recommending the use of dumpsters in the alleys for the following reasons: 1) lack of truck access, 2) unlikely to get easements to place them on, 3) the City's requirements for enclosures and concrete pads, and 4) general misuse they will get. We do recommend getting a price for alley collection in Zone F (where possible and practical) utilizing a small collection truck that can access the alleys. If we decide to issue totes to downtown properties, we would work directly with our tote manufacturer to fabricate and deliver the totes and this doesn't affect the collection contract specifications.

Regarding allowing more downtown properties to "opt out" of the program, we will approve these as opportunities present themselves provided they don't sit the trash on the public sidewalks for collection by a private hauler. Allowing them out of our program will decrease our disposal tonnage but will reduce revenue by \$156/unit.

Staff anticipates we will advertise the contract this summer and return in early August to review the bids with Council. Award will need to occur by September at the latest.

Attachments: Chart

Cc: Kathy Maher  
Paul Fulk

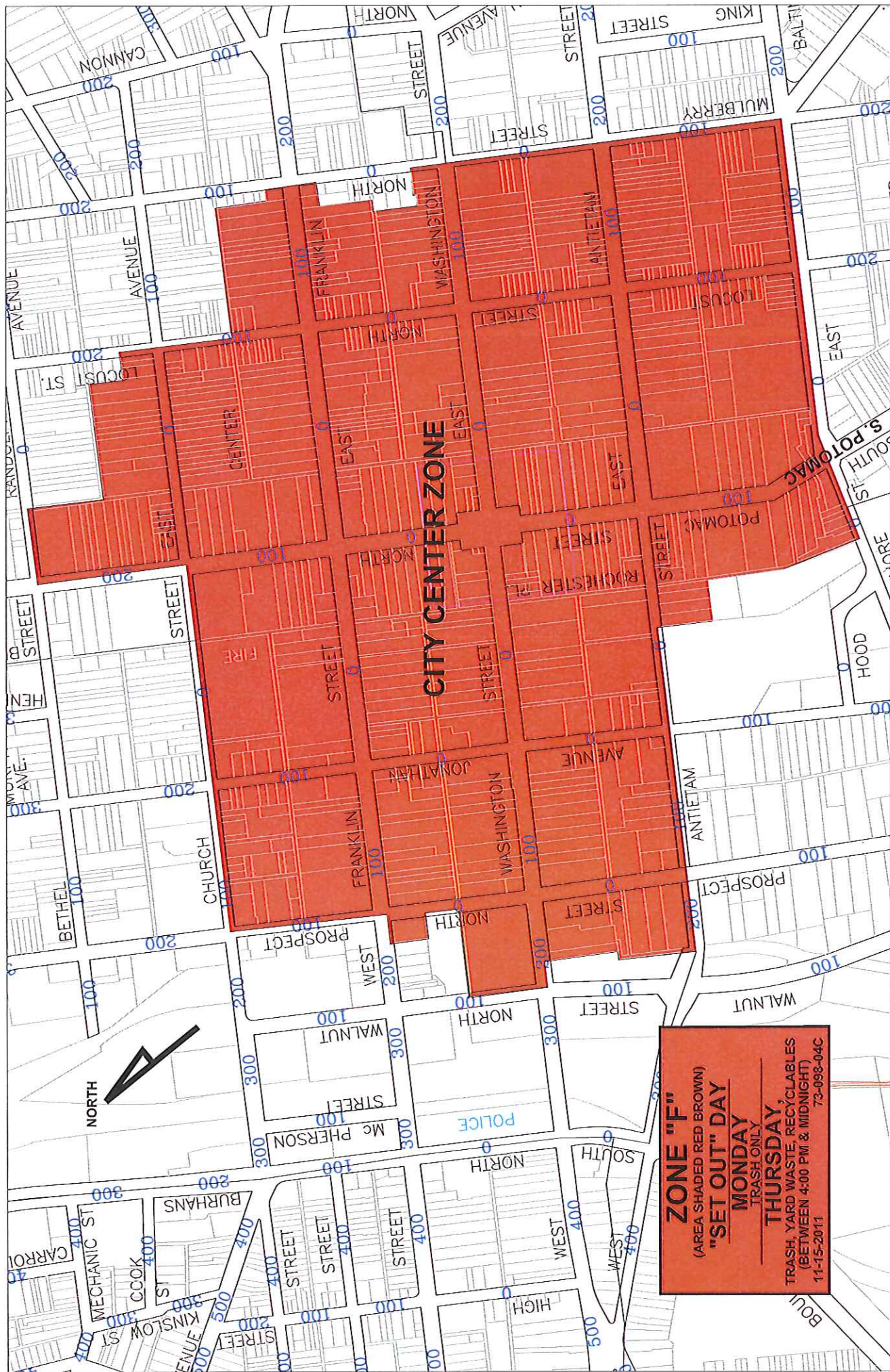
RAT:jj

# CURBSIDE TRASH & RECYCLING COLLECTION SERVICE

## CONTRACT 17-TR-10

Item	Options	Estimated Cost	Comments
1	Once per week residential trash collection	Anticipate increase \$10 to \$15/per unit annually over current costs due to market conditions	CURRENT CONTRACT SERVICES  We will receive a unit price for each of the nine services and they can be deleted by City Council when bids are reviewed.
2	Once per week residential recycling collection		
3	Once per week seasonal yard waste collection		
4	Recycling Incentive Program (e.g.: RecycleBank)		
5	City Center (Zone F) Twice per week trash collection		
6	City Center once per week commercial trash collection		
7	City Center once per week commercial recycling collection		
8	Once per week City office recycling collection		
9	Maintenance of recycling containers		
Option 1	Every other week yard waste collection	Possibly save \$2 per unit annually	Less convenient than current program
Option 2	Every other week recycling collection	Possibly save \$2 per unit annually	Less convenient than current program and will increase trash tonnage and decrease recycling
Option 3	Hazardous waste collection program	Adds about \$15 per unit annually	Pay for it whether you use it or not
Option 4	Collection of Zone “F” trash and recycling from alleys (where practical and possible)	Unknown increase	Smaller trucks, more handling of material will increase costs
Option 5	Annual Electronics Recycling event	\$15,000 to \$20,000 annually	Popular with residents





**REQUIRED MOTION  
MAYOR AND CITY COUNCIL  
HAGERSTOWN, MARYLAND**

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**Topic:**

Approval of AFSCME 3373 Union Contract

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion\_-\_AFSCME\_Contract.pdf

**Description**

Motion



## REQUIRED MOTION

### MAYOR AND CITY COUCIL HAGERSTOWN, MARYLAND

DATE: May 2, 2017

TOPIC: AFSCME 3373 LABOR CONTRACT APPROVAL

Charter Amendment \_\_\_\_  
Code Amendment \_\_\_\_  
Ordinance \_\_\_\_  
Resolution \_\_\_\_  
Other   X  

MOTION: I hereby move for Mayor and Council approval of a collective bargaining agreement between the City of Hagerstown and the American Federation of State, County and Municipal Employees Local No. 3373. This agreement shall run for a period of five years, commencing on July 1, 2017 through June 30, 2022.

DATE OF INTRODUCTION: 05/02/2017  
DATE OF PASSAGE: 05/02/2017  
EFFECTIVE DATE: 07/01/2017





**CITY OF HAGERSTOWN, MARYLAND**

Human Resources  
301.739.8577, Ext. 108

TO: Valerie Means, City Administrator

FROM: Karen Paulson, Director of Human Resources

DATE: April 13, 2017

RE: AFSCME 3373 (Sworn Police) Labor Contract Approval

The City's negotiating team has reached agreement on a new contract with the American Federation of State, County and Municipal Employees Local 3373. This collective bargaining agreement is scheduled to be ratified by the union's membership on Monday, April 24, 2017. If Mayor and Council find the tentative agreement acceptable, it will be scheduled for formal Mayor and Council approval during the Regular Session on April 25, 2017. Mayor and Council adoption of this collective bargaining agreement is recommended. The list below summarizes the changing provisions.

The major terms of the agreement can be summarized as follows:

- 1) Term: A term of five years from July 1, 2017 through June 30, 2022 with a reopener limited to wages to be effective for years 4 and 5 of the contract.
- 2) Elimination of 12 hour Shifts: The union agrees to the elimination of 12 hour shifts with the savings of the elimination to partially fund the proposed adjustment to the wage scale.
- 3) Wages: A new, proposed wage scale removes the years of service "plateaus" where members would have multiple years of stagnant salary before seeing wage increases. The new scale also addresses retention issues with employees who complete their three year service requirement. The new wage scale will be effective July 3, 2017 to coincide with the move from 12 hour shifts. The proposed wage scale is attached.
  - Effective July 3, 2017, members will move to the year on the new wage scale that reflects their year of service as of that date. Steps will "freeze" for the remainder of the fiscal year.
  - Effective July 2, 2018, members will again move to the year on the wage scale based on their year of service. Steps will then "unfreeze" for the remainder of years 2 and 3 with employees advancing to the step based on their years of service the Monday following their anniversary date.
  - The wage scale is modified to add a 1.5% increase to step 15 pay rate only effective the first pay period after July 1, 2019. 25 anniversary step also to be effective the first pay period after July 1, 2018.



- Members will receive a 1% cost of living increase the first pay period after July 1, 2019.
- The final two years of wage adjustments may be modified via a wage re-opener if agreed to by both parties for the final two years of the contract.

4) Lateral Transfers: Currently, experienced officers hired must come in at the beginning of the pay scale. The Union has agreed to allow the City to hire these individuals at any step on the scale based on their years of lateral service. This will be a positive recruitment tool for the City and will make us a more competitive agency.

5) Healthcare: The Union agrees to reduce defined contribution stipend from \$400 to \$350 as recommended by the Health Care Committee. The union also agreed to remove existing language that froze health premiums in order to allow enhancement of under 65 retiree preventive services.

Minor provisions include:

Update to light duty language  
 Update to relief day language  
 Correction of unfinished sentence from prior negotiation  
 Corrected use of e.g. rather than i.e.  
 Streamline physical exam data through Health@Work  
 Clarification of Jury Duty language  
 Removal of old sick leave phase down language  
 Language to regularly schedule labor/management meetings  
 Clarify compensatory sell back language to match current practice  
 Update bereavement leave to match city personnel policy  
 Update military leave to comply with law  
 Increase of Field Training Officer stipend from \$25/day to \$35/day.  
 Update FMLA/Leave use language so employee can exhaust sick leave to care for a member of their immediate family as defined and approved by FMLA.

**The cost of the FY18 wage enhancement is within the parameters of the proposed wage contingency total of \$727,504 included in the proposed FY18 budget (\$675,209 of that within the General Fund.**

## AFSCME 3373 : APPENDIX A – PAYSCALES

AFSCME Council 67, Local 3373: Annual Salaries

"1<sup>st</sup> Year" refers to the 1<sup>st</sup> through 365<sup>th</sup> day of employment. "2<sup>nd</sup> Year" is the 366<sup>th</sup> through 730<sup>th</sup> day of employment. Anniversary steps will take effect 1<sup>st</sup> payroll period of contract (fiscal) year.

<u>ANNUAL LONGEVITY STEPS</u>	<u>ANNUAL SALARIES FY18</u>	<u>ANNUAL SALARIES FY19</u>	<u>ANNUAL SALARIES FY20</u>	<u>ANNUAL SALARIES FY21</u>	<u>ANNUAL SALARIES FY22</u>
01	\$40,106.56	\$40,106.56	\$40,106.56	\$40,106.56	\$40,106.56
02	41,627.89	41,627.89	41,627.89	41,627.89	41,627.89
03	43,149.22	43,149.22	43,149.22	43,149.22	43,149.22
04	44,670.55	44,670.55	44,670.55	44,670.55	44,670.55
05	46,191.88	46,191.88	46,191.88	46,191.88	46,191.88
06	47,713.21	47,713.21	47,713.21	47,713.21	47,713.21
07	49,234.54	49,234.54	49,234.54	49,234.54	49,234.54
08	50,755.87	50,755.87	50,755.87	50,755.87	50,755.87
09	52,272.20	52,272.20	52,272.20	52,272.20	52,272.20
10	53,798.53	53,798.53	53,798.53	53,798.53	53,798.53
11	55,319.86	55,319.86	55,319.86	55,319.86	55,319.86
12	56,841.17	56,841.17	56,841.17	56,841.17	56,841.17
13	58,362.52	58,362.52	58,362.52	58,362.52	58,362.52
14	59,883.85	59,883.85	59,883.85	59,883.85	59,883.85
15	61,405.18	61,405.18	62,326.26	62,326.26	62,326.26

Contract Term of 5 years (July 1, 2017 – June 30, 2022)

Scale will take effect July 3, 2017 with institution of 10-hour shifts and will be frozen after that.

Steps unfrozen July 2, 2018.

1.5% increase to Step 15 pay rate only on July 1, 2019

Wage re-opener if agreed to by both parties for years 4 and 5 of the contract.

Lateral transfers may be put into the scale at any step based on years of lateral service.



**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, 2017  
And shall continue in full force  
And effect until 2400 hours on Thursday, June 30, 2022*

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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. 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.
- C. 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.

## **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 a member of the Union or who shall thereafter become a member, shall, as a condition of employment, maintain his/her membership in the Union or pay to the Union a service fee equivalent to the amount of dues uniformly charged by the Union for membership. Employees hired on or after the effective date of this Agreement, upon completion of their probationary period, shall be required, as a condition of employment, to either become a member of the Union or to pay to the Union service fee equivalent to the amount of dues uniformly charged by the Union for membership.
- 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 or service fee 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 irrevocable for a period of one year from the date thereof, or until the date of expiration of this Agreement, whichever occurs earlier, and shall be automatically renewed for successive twelve month periods unless revoked in writing to the Employer within the fifteen day period prior to the anniversary date of said authorization.
- C. 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.
- D. 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 - 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 twelve (12) 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 twelve (12) 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 ten (10) working 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 ten (10) working 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 Day

##### 1. 5 – 8 Hour Day Shifts

The regular work day consists of eight consecutive hours. A regular work week shall be defined as five (5) consecutive work days with two (2) consecutive days off, except as noted in Section 7. The eight hour day and five consecutive work days shall not be changed unless there is mutual agreement by both the City and union. 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.

##### 2. 4 – 10 Hour Day Shifts

For employees working the 4-10 schedule with fixed days off, the regular work day will consist of 10 consecutive hours. A regular work week shall be defined as four (4) consecutive work days with three (3) consecutive days off, except as noted in Section 7. The 4-10 schedule is limited to the three primary patrol shifts. If working a fixed day off schedule, two (2) officers will have their regular days off on each the following days, (Saturday, Sunday, Monday), (Sunday, Monday, Tuesday), (Wednesday, Thursday, Friday), (Thursday, Friday, Saturday), (Friday, Saturday, Sunday), (Monday, Tuesday, Wednesday) and (Tuesday, Wednesday, Thursday). Days off for additional members of a patrol shift will be at the discretion of the department but will be uniform on all three (3) patrol shifts.

If the City and the Union implement a 4-10 schedule with rotating days off, employees' regular days off will be dictated by the agreed upon schedule.

The Downtown Squad will follow a 5-8 hour schedule with either Friday/Saturday or Sunday/Monday assigned as RDO's. Should any additional manpower be added to the downtown squad, the days off will be posted with the opening of the position.

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.

The 4-10 schedule will be reviewed by the Union and Police Department Administration every November 1<sup>st</sup>. Either party may decide not to continue this schedule at that time, and return to the 5 days per week at 8 hours/day and two days off.

### **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 scale listed below) or shall be entitled 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 an 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 employees 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 schedule 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.

For employees working the ten hour schedule, the following schedule shall apply: After the 10<sup>th</sup> hour through the 20<sup>th</sup> hour one and one half times the regular rate of pay.

After the 20<sup>th</sup> hour the employee will be given a ten (10) 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 shall be paid the call time rate at the appropriate premium rate, until the employee completes two (2) hours work. The employee shall then be paid the balance of the shift at the regular straight time hourly rate. Nothing herein shall be construed as to mean compounding of overtime.

### **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 one (1) 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**

Officers 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 followed. When 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 three or more days, the City may reschedule the employee to a 5-8 schedule for that week, provided the employee receives two relief days during that week, and provided the employee is given at least 7 calendar days' notice of the change. Rescheduling of his nature is not to be applied to regularly scheduled annual in-service training.

#### **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 charge the party requesting such service an amount which reflects direct patrol labor, benefit, and billing cost, but does not exceed 115% of top overtime rate.

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 30<sup>th</sup> and forty hours may be sold back between July 1 and December 31<sup>st</sup> 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 \$35.00 per day when accompanied by a trainee.

**Section 13 – Stand-By Pay**

Any member of the Criminal Investigation Division that is on stand-by status shall be compensated fifty dollars (\$50) a day for each day of stand-by. 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 contract there will be no change in employee premiums for the level plan.

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, if an employee declines the City's health and/or dental coverage they may elect to obtain coverage, at a later date, for himself/herself and eligible dependents who were eligible for the City's health and/or dental insurance coverage at retirement. If this benefit changes, retirees will be given thirty (30) days' notice and the opportunity to obtain the City's health and/or dental coverage for himself/herself and eligible dependents that were eligible for the City's health and/or dental insurance coverage at retirement.

### **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 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, 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 (4<sup>th</sup> 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.

#### **Section 2 - Personal Days**

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) personal leave day for their first year of employment with the City. 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.

Personal Leave days 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 LEAVE 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 5<sup>th</sup> 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 109<sup>th</sup> month (after the 9<sup>th</sup> 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 205<sup>th</sup> month (after the 17<sup>th</sup> 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		Weekly Amount	Annual Limit
From	To		
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

6. Employees working the 4-10 schedule will earn/accrue time for Vacation, Holiday and Personal Days at 10 hour increments. (Day for Day)

#### **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 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.

#### **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 working five (5) eight (8) hours shifts per week will be given an allotment equivalent to one (1) sick day per month, accruing at 1.8462 hours per week. Full-time employees working four (4) ten (10) hours shifts per week will be given an allotment equivalent to one (1) sick day per month, accruing at 2.3077 hours per week.

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.
- 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. 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 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 ( $\frac{1}{2}$ ) 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 Chief of Police. 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 Caused By On-The-Job Illness or Injury**

In the event that an employee sustains a work-related 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.

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 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 5 days 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 twenty (20) man days per contract year.

## 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 Maryland 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 Procedure**

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**

#### **Section 1 - 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.

In the event the department approves an outer uniform carrier for patrol duty, the department will supply two outer carriers and one concealed carrier for those officers. Vests shall be replaced in accordance with the manufacturer's instructions.

#### **Section 6 - Lunch Breaks**

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

#### **Section 7 - LEOBOR**

The City will provide an LEOBOR investigatory file 20 days prior to the hearing. If the union is entitled to a copy of an investigatory file pursuant to LEOBOR, the City shall provide such at no cost. An LEOBOR hearing board shall be comprised of three to five members to be selected as follows: (1) One or two members drawn from a pool of eligible officers selected by the Chief, (2) One or two members to be drawn from a pool of eligible members by Local 3373, and (3) the last member appointed by the Chief of Police. Upon approval from the Police Chief and the Union, the hearing board membership may be appointed from an eligible pool of officers outside of the Hagerstown Police Department. Nothing contained in this section shall prohibit appointing one officer to administer summary punishment consistent with the Law Enforcement Officer Bill of Rights.

#### **Section 8 - Master Benefits Committee Participation**

The City and Union agree to establish a committee, which includes representatives from AFSCME Local 3373, IAFF 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 for an injured or pregnant officer who is not capable of performing the essential functions of his/her job.

Employees on light duty:

- Are not eligible for overtime, with the exception of summoned appearances
- Assigned to patrol shifts, will remain with their current shift and current RDO schedule if the light duty is not to exceed thirty (30) days.
- Will be reassigned to a light duty assignment with a schedule and RDO suitable for extended light duty if the light duty is expected to exceed thirty (30) days.
- Will submit leave request to their shift commander
- Request for leave shall be subject to Article 8, Section 9.
- Will dress appropriately; HPD training uniform will be standard.



#### **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, 2017 and shall continue in full force and effect until 2400 hours on Thursday, June 30, 2022. 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<sup>st</sup> 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 April 24, 2017 and receiving approval of the Mayor and Council, this contract is executed on this date, May 2, 2017.

AFSCME, COUNCIL 67, LOCAL 3373

CITY OF HAGERSTOWN

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Thomas Bartles, President

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Robert Bruchey II, Mayor

---

Jesse Duffey, Vice President

---

Kristin Aleshire, Councilmember

---

Nicholas Varner

---

Paul Corderman, Councilmember

---

Michael Kovac

---

Emily Keller, Councilmember

---

Randy Keefer

---

Lewis C. Metzner, Councilmember

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Donald F. Munson, Councilmember

## APPENDIX A

### AFSCME Council 67, Local 3373: Annual Salaries

Annual Longevity Steps: "1<sup>st</sup> Year" refers to the 1<sup>st</sup> through 365<sup>th</sup> day of employment. "2<sup>nd</sup> Year" is the 366<sup>th</sup> through 730<sup>th</sup> day of employment.

<u>ANNUAL LONGEVITY STEPS (years of service)</u>	<u>ANNUAL SALARIES FY18</u>	<u>ANNUAL SALARIES FY19</u>	<u>ANNUAL SALARIES FY20</u>	<u>ANNUAL SALARIES FY21</u>	<u>ANNUAL SALARIES FY22</u>
01	\$40,106.56	\$40,106.56	\$40,106.56	\$40,106.56	\$40,106.56
02	41,627.89	41,627.89	41,627.89	41,627.89	41,627.89
03	43,149.22	43,149.22	43,149.22	43,149.22	43,149.22
04	44,670.55	44,670.55	44,670.55	44,670.55	44,670.55
05	46,191.88	46,191.88	46,191.88	46,191.88	46,191.88
06	47,713.21	47,713.21	47,713.21	47,713.21	47,713.21
07	49,234.54	49,234.54	49,234.54	49,234.54	49,234.54
08	50,755.87	50,755.87	50,755.87	50,755.87	50,755.87
09	52,272.20	52,272.20	52,272.20	52,272.20	52,272.20
10	53,798.53	53,798.53	53,798.53	53,798.53	53,798.53
11	55,319.86	55,319.86	55,319.86	55,319.86	55,319.86
12	56,841.17	56,841.17	56,841.17	56,841.17	56,841.17
13	58,362.52	58,362.52	58,362.52	58,362.52	58,362.52
14	59,883.85	59,883.85	59,883.85	59,883.85	59,883.85
15	61,405.18	61,405.18	62,326.26	62,326.26	62,326.26

- Contract Term of 5 years (July 1, 2017 – June 30, 2022)
- Scale will take effect July 3, 2017 with institution of 10-hour shifts and will be frozen.  
(All employees will advance on the pay scale and receive increase on July 3, 2017 based on their year of service as of July 3, 2017.)
- Steps unfrozen and remain unfrozen on July 2, 2018. (Employees advance on pay scale based on years of service).
- 1.5% increase to Step 15 pay rate only on July 1, 2019
- Wage re-opener (Negotiations are to begin on or before February 1, 2020) for years 4 and 5 of the contract.
- All step increases take effect the Monday following the employees' anniversary date.



**REQUIRED MOTION  
MAYOR AND CITY COUNCIL  
HAGERSTOWN, MARYLAND**

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**Topic:**

Approval of Sale of Truck: 1997 Tractor Drawn Aerial Fire Truck

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion\_-\_Truck\_Sale.pdf

**Description**

Motion



## REQUIRED MOTION

### MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

**Date:** May 2, 2017

**TOPIC:** APPROVAL OF SALE OF TRUCK: 1997 Tractor Drawn Aerial Fire Truck

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u>  X  </u>

**MOTION:** I hereby move for Mayor and Council approval of the sale of a 1997 Simon-Duplex/Aerial Innovations Tractor Drawn Aerial, also known as Truck 4 to the Goodwill Fire Company of York County, PA for the sum of \$35,000.00. As both Simon-Duplex and Aerial Innovations are long out-of-business, the market demand for this truck is more for parts and scrap than the offer submitted by Goodwill Fire Company. The offer is valid until May 8, 2017 per condition stipulations in the offer for the truck.

DATE OF PASSAGE: May 2, 2017  
EFFECTIVE DATE: May 2, 2017




# HAGERSTOWN FIRE DEPARTMENT CITY OF HAGERSTOWN

25 West Church Street  
Hagerstown, Maryland 21740



Steven Lohr  
Fire Chief

(301) 790-2476  
FAX (301) 797-7448  
slohr@hagerstownmd.org

TO: Valerie Means, City Administrator  
FROM: Steven E. Lohr, Fire Chief   
SUBJECT: Disposal and Sale of 1997 Duplex Aerial  
DATE: April 25, 2017

---

As you know, staff has been seeking to dispose of two 1997 Simon-Duplex/Aerial Innovations Tractor Drawn Aerials for the last two years. We have a very reasonable, time sensitive offer (5/8/17) from a volunteer department in York County, PA who desires to purchase the T-4 aerial for \$35,000.00. I strongly recommend that the City accept this offer as soon as possible.

Even though two other departments have expressed interest in the trucks, (Baltimore County, MD and Howard County, MD), neither has resulted in a proposal. In fact, Baltimore County has now declared they are no longer permitted to purchase used equipment.

Moreover, Simon Duplex and Aerial Innovations are both long out of business. Therefore, the market demand for these trucks are little more than parts and/or scrap value, far less than the current offer.

I have attached the original and revised offer from the York Township VFD and their relief association. The terms and conditions stipulated in their original offer are easily achieved without concern. Therefore, I request that you consider this offer as soon as practical. We are continuing to explore opportunities to dispose of the second aerial for other than parts and scrap values.

Thank you.



# Goodwill

## Fire Company

2318 South Queen Street York, PA 17402  
Station (717) 741-0023 / Fax (717) 741-2595

Tuesday April 18, 2017

Hagerstown Fire Department  
25 Church Street  
Hagerstown, MD 21740

Dear Chief Steve Lohr and Captain Trayer Stoops,

At a special meeting of the *York Township Volunteer Fireman's Relief Association*, the membership approved an invitation to offer the Hagerstown Fire Department \$26,000.00 in exchange for a 1997 Tractor Drawn Aerial (TDA). The fire apparatus, known as **Truck 4**, is a 1997 Simon Duplex/Quality/Aerial Innovations TDA.

We request several stipulations, they are as follows:

1. We would like the Class 2 defects fixed, as described in the Aerial Device Test Report, as Captain Stoops provided.
2. All ladders and pike poles in rear compartment should come with the apparatus.
3. All hand tool brackets, fire extinguisher & SCBA brackets remain with the apparatus.
4. The axe and pike pole, located on the upper aerial section, to remain with the ladder.
5. Training and review of aerial set-up, generator operation, etc.... on the day of pick up.

Should you accept our offer, we would provide full payment in the form of a check on the day of pick-up to be determined by yourself. Thank you for your hospitality earlier today.

Sincerely,

Nathan Tracey, Fire Chief



# Goodwill

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## Fire Company

2318 South Queen Street York, PA 17402  
Station (717) 741-0023 / Fax (717) 741-2595

Thursday April 20, 2017

Hagerstown Fire Department  
25 Church Street  
Hagerstown, MD 21740

Dear Chief Steve Lohr and Captain Trayer Stoops,

The *York Township Volunteer Fireman's Relief Association* would like to make a revised offer of \$35,000.00 in exchange for a 1997 Tractor Drawn Aerial (TDA). The fire apparatus, known as *Truck 4*, is a 1997 Simon Duplex/Quality/Aerial Innovations TDA.

Should you accept our offer, please respond before Monday May 8<sup>th</sup>, 2017.

Sincerely,

Nathan Tracey, Fire Chief

**REQUIRED MOTION  
MAYOR AND CITY COUNCIL  
HAGERSTOWN, MARYLAND**

---

**Topic:**

Approval of a Purchase: TV Production Studio Equipment and Lighting

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion\_-\_TV\_Studio\_Equipment.pdf

**Description**

Motion

## REQUIRED MOTION

### MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

**Date:** May 2, 2017

**TOPIC:** **Approval of a Purchase: TV Production Studio Equipment and Lighting**

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u>  X  </u>

**MOTION:** I hereby move to approve the purchase of television production equipment and lighting for the new Hub City Now studio, located in the Elizabeth Hager Center, from Broadcast Concepts, Inc. (Columbia, MD) for \$ 118,120.00.

Communications staff will utilize this equipment to enhance video messaging to the community about updates in local government and events in Hagerstown. This will help grow informed and engaged citizenry by providing quality content on the City cable channel and social media outlets. The funding source for this project is PEG Fees, which are designated for capital projects to support the City cable channel.

DATE OF PASSAGE: 05/2/2017

**REQUIRED MOTION  
MAYOR AND CITY COUNCIL  
HAGERSTOWN, MARYLAND**

---

**Topic:**

Approval of Payment to Brekford for Speed Camera Contract

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Consent\_Agenda\_-\_Brekford.pdf

Brekford\_Contract.pdf

Motion\_-\_Brekford\_Payment.pdf

**Description**

Consent Agenda - Speed  
Cameras

Brekford Contract

Motion







COMMENTS

(1) DEPARTMENT MANAGER:

  
\_\_\_\_\_  
Signature/Date

(2) PURCHASING AGENT:

\_\_\_\_\_  
Signature/Date

(3) FINANCE MANAGER:

\_\_\_\_\_  
Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

\_\_\_\_\_  
Signature/Date

CITY OF HAGERSTOWN, MARYLAND

Speed Camera Enforcement

Contract # -----

RFP# P1502.11

THIS CONTRACT is between The City of Hagerstown, Maryland (the "THE CITY") and BREKFORD Corporation. (hereinafter referred to as "BREKFORD" or the "CONTRACTOR"), 7020 Dorsey Road, Hanover, Maryland 21076, dated and effective as of January 3<sup>rd</sup>, 2012

WHEREAS the City's Department of Police proposes to implement a Photo Speed Enforcement Program (the "PROGRAM") in The City of Hagerstown, Maryland; and

NOW, THEREFORE, the City of Hagerstown, MD and BREKFORD agree to the following:

**I. BACKGROUND**

The Maryland State General Assembly passed Maryland Transportation Law §21-809 in spring, 2009 allowing the use of "photographic speed-monitoring systems". As a result of this legislation, the Maryland Transportation Article includes for the City of Hagerstown use of photographic speed-monitoring systems in its school zones. A photographic speed-monitoring system is a speed-measuring system that works in conjunction with a photographic, video, or electronic camera to automatically measure the speed and produce photographs, video, or digital images of vehicles violating a speed limit or speed restriction.

The goal of the Program must be to ensure the safety of pedestrians and motorists by providing a traffic safety enforcement program specifically focused on school zones, Monday through Friday between the hours of 6am to 8pm.

The City of Hagerstown Department of Police seeks a camera service provider to implement and assist in managing certain aspects of the field operations as well as turnkey back-office support of the Program.

**II. SCOPE OF SERVICES**

The Contractor must provide all goods and services as described in this Contract, as set forth in the Brekford proposal provided in the submitted proposal by Brekford. (See Brekford's Proposal to the City of Hagerstown)

The Contractor must provide, and be responsible for maintaining and supporting all of its speed camera equipment. The City of Hagerstown will not be financially, or otherwise, responsible for the speed camera equipment placed by Brekford or provided to the City for use under this agreement.

**III. COMPENSATION**

The Contractor shall be compensated under this agreement at 39% of the monthly Program payments. The contractor must provide a detailed system billing report each month showing all full payments (by citation number) to accompany each submitted invoice.

- 
- The Compensation rate is based upon the Contractor's provision of the following goods and services as described below and as delineated in the scope of services:
- Up to (16) portable camera systems - all inclusive of internal power and personnel to service the technology five (5) days a week;
- On-call technical service for the hours of daily operations by the Police Department;
- Initial event review, name and address acquisition, and online police review;
- Mailing of up to three (3) notices per violation (including late notices);
- Payment and mail processing of citations, telephone customer service, pay-by-phone, pay-by-web, Integrated Voice Response (IVR) system, document imaging, and online cashiering support to the cashiering efforts of The City of Hagerstown, MD;
- Support of a public web site and training for Police, City and court personnel;



- Standard Monthly, Quarterly, and Annual Reports (containing information to be defined by the City within 90 days of Notice To Proceed);
- Automated, online reporting capability; and
- *Credit Card Transaction Fees – will be passed through directly to the City each month.*

This pricing is valid for any other jurisdictions that join the City's program under a separate contract with identical terms, pricing, and scope of work within one (1) year after the original Notice to Proceed from the City to BREKFORD.

The Contractor must submit monthly invoices in a form and format to be approved by the City. At a minimum each monthly invoice must contain a report that includes all full payments by citation number. The Contractor's monthly invoice is due by the 15<sup>th</sup> of each month for the previous month and must be submitted to: Program Director, Department of Police of the City of Hagerstown, MD.

The Brekford offers the City of Hagerstown to assist in collections efforts for all outstanding citations owed to the City for speed camera violations. The City of Hagerstown reserves the right to negotiate with Brekford for collection efforts beyond the flagging efforts undertaken by Brekford.

#### **IV. CONTRACT RIDER AGREEMENT**

This pricing is valid for any other jurisdictions that join the City's program under a separate contract with identical terms, pricing, and scope of work within the Notice to Proceed from the City of Hagerstown to BREKFORD.

#### **V. CONTRACT TERM**

The effective date of this Contract begins upon signature by the City of Hagerstown, MD. The period in which Contractor must perform all work under the Contract begins on the Contract's effective date and ends after a two (2) year period. Contractor must also perform all work in accordance with time periods stated in Brekford's proposal. The City may exercise this option to renew this term four (4) times for one (1) year each.

#### **VI. PRIORITY OF DOCUMENTS**

The following documents are incorporated by reference into, and made part of, this Contract and are listed in order of legal precedence below in the event of a conflict in their terms: 1) The terms contained in this Contract document; 2) Any amendments made and agreed to by the contract; and, 3) Contractor's "PROPOSAL" submitted to, and adopted by the City of Hagerstown, MD

#### **VII. REFUNDS**

If the City provides a refund of fees paid to the City for a ticket or tickets, Brekford shall promptly deliver to the City 39% of the refund, if Brekford was paid for the ticket or tickets (to be) refunded.

#### **VIII. TERMINATION BY DEFAULT**

Either party shall be entitled to terminate this Agreement in the event of a failure by the other party to perform any of its material obligations under this Agreement if such breach is not cured within thirty (30) days after receipt of notice thereof from the non-defaulting party.

#### **IX. WARRANTIES**

Contractor represents and warrants that it will perform all the services described herein with care, skill and diligence, in a professional manner, in accordance with industry standards and shall be responsible for professional quality and technical accuracy of the services furnished under this Agreement. Contractor will comply with all applicable laws, rules and regulations in performing services under this Agreement.

#### **X. INDEPENDENT CONTRACTORS**

With respect to each other, contractor and the City are independent contractors, and neither party nor their respective officers, agents, or employees shall be deemed to be employed by the other party for any purpose, nor shall either party be deemed to partner, joint venturer or anything other than independent contractors.

**XI. GOVERNING LAW**

This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Maryland without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in the state or federal courts in Washington County, the State of Maryland.

**XII. ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties as to the subject matter herein and supersedes and replaces all prior and contemporaneous agreements, oral and written, between the parties hereto. This Agreement may be modified only by a written instrument signed by both parties.

SIGNATURES

IN WITNESS WHEREOF, the parties herein have entered into this CONTRACT as the date executed by The City's Mayor.

BREKFORD CORPORATION

By:   
(Authorized Signature)

Typed: Maurice R. Nelson

Title: Managing Director

Date: 1/13/2012

CITY OF HAGERSTOWN, MARYLAND

By:   
(Authorized Signature)

Date: January 3, 2012

RECOMMENDED:

By: \_\_\_\_\_

Date: \_\_\_\_\_



**CITY OF HAGERSTOWN, MARYLAND  
CONTRACT AMMENDMENT**

THIS CONTRACT AMMENDMENT between The CITY OF HAGERSTOWN, MARYLAND (hereafter referred to as "CITY") and BREKFORD CORP. ("BREKFORD" or the "CONTRACTOR") is to modify the existing Speed Camera Enforcement Contract dated JANUARY 3, 2012.

WHEREAS, the City desires for the Contractor to provide additional notices following the delivery of the final contracted notices; and the Contractor desires to provide such additional services, subject to the terms and conditions of this Addendum.

NOW, THEREFORE, the City and Brekford agree to the following:

**I. SCOPE OF ADDITIONAL SERVICES**

The Contractor hereby agrees to provide the mailing for up to three (3) additional notices. Additional notices shall be mailed after any final contracted notice. All additional notices will be sent on behalf of, and in the name of, the City, and the form of each notice may be subject to the prior approval of the City.

The Contractor will provide:

- All supplies necessary to provide the additional notices;
- Mail-house manufacturing and distribution support of additional notices;
- Customer service call-center support for both the City and violator;
- Payment processing through the Brekford lockbox, website and phone system; and
- Regular reporting of all data to the City.

**II. PAYMENT TERMS**

The City will reimburse the Contractor for the first class postage paid for mailing only these additional notices.

**SIGNATURES**

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on their behalf as of the date set forth below:

BREKFORD CORP.

By: Ron Given  
(Authorized Signature)

Title: Director of Operations

Name: Ron Given

Date: 3/27/2013

CITY OF HAGERSTOWN, MARYLAND

By: David S. Gysberts  
(Authorized Signature)

Title: Mayor

Name: David S. Gysberts

Date: March 26, 2013

## REQUIRED MOTION

### MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

**Date:** May 2, 2017

**TOPIC:** Approval of Payment to Brekford for Speed Camera Contract

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u>  X  </u>

**MOTION:** I hereby move for Mayor and Council approval of payment to Brekford for the speed camera charges for the remainder of the contract period which ends in December of 2017. The original contract, effective January 3, 2012, was extended by the Mayor and City Council on November 22, 2016. The monthly fee is \$38,500 for a total (January through December) of \$462,000. This contract crosses fiscal years and sufficient funding is included in the FY18 proposed budget.

DATE OF PASSAGE: 05/2/2017





CITY OF HAGERSTOWN  
MAYOR AND COUNCIL  
PURCHASE/CONTRACT INFORMATION  
MEETING OF \_\_\_\_\_

Do Not Complete This Section:

APPROVED FOR: \_\_\_\_\_

CONSENT AGENDA \_\_\_\_\_

NEW BUSINESS \_\_\_\_\_

Originating Department Police

By Chief Victor V. Brito

Account No. 0110407 5329

Account/Project Name Speed Camera Charges

Budget Amount \$ FY17-467,000

Account Balance \$ FY17-212,735

Year 2017 / 2018 C.I.P. Control No. \_\_\_\_\_

Unbudgeted \* \$ FY18 Prop. - 485,000

Source of Funds FY18 Prop - 485,000

Speed Camera Revenue in

\*(See Department Manager's Comments)

General Fund

QUANTITY

DESCRIPTION

VALUE

12

Monthly Speed Camera Charges (\$38,500/month)

\$ 462,000.00

TOTAL VALUE

\$ 462,000.00

ABOVE TO BE USED FOR:

January 2017 - December, 2017 Speed Camera Charges

RECOMMENDED VENDOR:

BUSINESS NAME: Brekford

ADDRESS: 7020 Dorsey, Building C

CITY, STATE: Hanover, Maryland 21076

BID/PROPOSAL/QUOTE NO.: \_\_\_\_\_ (Circle one)

OTHER VENDORS:

Firm

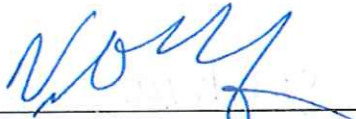
City/State

Total Amount

Maryland State Contract Pricing

COMMENTS

(1) DEPARTMENT MANAGER:

  
Signature/Date

(2) PURCHASING AGENT:

Recommend Approval.

 4/28/17  
Signature/Date


(3) FINANCE MANAGER:

Recommend approval.

  
Signature/Date 4/28/17

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Approval

  
Signature/Date 4/28/17

CITY OF HAGERSTOWN, MARYLAND

Speed Camera Enforcement

Contract # -----

RFP# P1502.11

THIS CONTRACT is between The City of Hagerstown, Maryland (the "THE CITY") and BREKFORD Corporation. (hereinafter referred to as "BREKFORD" or the "CONTRACTOR"), 7020 Dorsey Road, Hanover, Maryland 21076, dated and effective as of January 3rd, 2012.

WHEREAS the City's Department of Police proposes to implement a Photo Speed Enforcement Program (the "PROGRAM") in The City of Hagerstown, Maryland; and

NOW, THEREFORE, the City of Hagerstown, MD and BREKFORD agree to the following:

**I. BACKGROUND**

The Maryland State General Assembly passed Maryland Transportation Law §21-809 in spring, 2009 allowing the use of "photographic speed-monitoring systems". As a result of this legislation, the Maryland Transportation Article includes for the City of Hagerstown use of photographic speed-monitoring systems in its school zones. A photographic speed-monitoring system is a speed-measuring system that works in conjunction with a photographic, video, or electronic camera to automatically measure the speed and produce photographs, video, or digital images of vehicles violating a speed limit or speed restriction.

The goal of the Program must be to ensure the safety of pedestrians and motorists by providing a traffic safety enforcement program specifically focused on school zones, Monday through Friday between the hours of 6am to 8pm.

The City of Hagerstown Department of Police seeks a camera service provider to implement and assist in managing certain aspects of the field operations as well as turnkey back-office support of the Program.

**II. SCOPE OF SERVICES**

The Contractor must provide all goods and services as described in this Contract, as set forth in the Brekford proposal provided in the submitted proposal by Brekford. (See Brekford's Proposal to the City of Hagerstown)

The Contractor must provide, and be responsible for maintaining and supporting all of its speed camera equipment. The City of Hagerstown will not be financially, or otherwise, responsible for the speed camera equipment placed by Brekford or provided to the City for use under this agreement.

**III. COMPENSATION**

The Contractor shall be compensated under this agreement at 39% of the monthly Program payments. The contractor must provide a detailed system billing report each month showing all full payments (by citation number) to accompany each submitted invoice.

- 
- The Compensation rate is based upon the Contractor's provision of the following goods and services as described below and as delineated in the scope of services:
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- Initial event review, name and address acquisition, and online police review;
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#### **IX. WARRANTIES**

Contractor represents and warrants that it will perform all the services described herein with care, skill and diligence, in a professional manner, in accordance with industry standards and shall be responsible for professional quality and technical accuracy of the services furnished under this Agreement. Contractor will comply with all applicable laws, rules and regulations in performing services under this Agreement.

#### **X. INDEPENDENT CONTRACTORS**

With respect to each other, contractor and the City are independent contractors, and neither party nor their respective officers, agents, or employees shall be deemed to be employed by the other party for any purpose, nor shall either party be deemed to partner, joint venturer or anything other than independent contractors.

**XI. GOVERNING LAW**

This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Maryland without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in the state or federal courts in Washington County, the State of Maryland.

**XII. ENTIRE AGREEMENT**

This Instrument contains the entire agreement between the parties as to the subject matter herein and supersedes and replaces all prior and contemporaneous agreements, oral and written, between the parties hereto. This Agreement may be modified only by a written instrument signed by both parties.

SIGNATURES

IN WITNESS WHEREOF, the parties herein have entered into this CONTRACT as the date executed by The City's Mayor.

BREKFORD CORPORATION

By:   
(Authorized Signature)

Typed: Maurice R. Nelson

Title: Managing Director

Date: 1/13/2021

CITY OF HAGERSTOWN, MARYLAND

By:   
(Authorized Signature)

Date: January 3, 2012

RECOMMENDED:

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF HAGERSTOWN, MARYLAND  
CONTRACT AMMENDMENT**

THIS CONTRACT AMMENDMENT between The CITY OF HAGERSTOWN, MARYLAND (hereafter referred to as "CITY") and BREKFORD CORP. ("BREKFORD" or the "CONTRACTOR") is to modify the existing Speed Camera Enforcement Contract dated JANUARY 3, 2012.

WHEREAS, the City desires for the Contractor to provide additional notices following the delivery of the final contracted notices; and the Contractor desires to provide such additional services, subject to the terms and conditions of this Addendum.

NOW, THEREFORE, the City and Brekford agree to the following:

**I. SCOPE OF ADDITIONAL SERVICES**

The Contractor hereby agrees to provide the mailing for up to three (3) additional notices. Additional notices shall be mailed after any final contracted notice. All additional notices will be sent on behalf of, and in the name of, the City, and the form of each notice may be subject to the prior approval of the City.

The Contractor will provide:

- All supplies necessary to provide the additional notices;
- Mail-house manufacturing and distribution support of additional notices;
- Customer service call-center support for both the City and violator;
- Payment processing through the Brekford lockbox, website and phone system; and
- Regular reporting of all data to the City.

**II. PAYMENT TERMS**

The City will reimburse the Contractor for the first class postage paid for mailing only these additional notices.

**SIGNATURES**

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on their behalf as of the date set forth below:

BREKFORD CORP.

CITY OF HAGERSTOWN, MARYLAND

By: Ron Given

(Authorized Signature)

By: David S. Gysberts

(Authorized Signature)

Title: Director of Operations

Title: Mayor

Name: Ron Given

Name: David S. Gysberts

Date: 3/27/2013

Date: March 26, 2013





**REQUIRED MOTION  
MAYOR AND CITY COUNCIL  
HAGERSTOWN, MARYLAND**

---

**Topic:**

Approval to Apply for a State of Maryland Community Program Fund Grant

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion\_-\_Application\_for\_Community\_Program\_Fund\_Grant.pdf

**Description**

Motion - Apply for Grant

## REQUIRED MOTION

### MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

**Date:** May 2, 2017

**TOPIC:** Approval to Apply for a State of Maryland Community Program Fund Grant

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u>  X  </u>

**MOTION:** I hereby move for Mayor and Council approval to apply for a State of Maryland Community Program Fund Grant in the amount of \$57,600.

This grant will fund community outreach programs such as Police/Youth Dialogue Circles, a Collaborative Policy Dialogue Committee, and on-going programs such as midnight basketball, as well as overtime for officers to participate in these programs.

DATE OF PASSAGE: 05/02/17



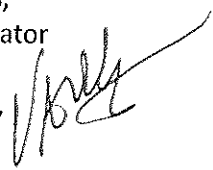
## CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE  
50 N. Burhans Blvd.

Non-Emergency 301-790-3700  
Emergency 301-739-6000  
Fax 301-733-5513

April 26, 2017

To: Valerie Means,  
City Administrator

From: Victor V. Brito,   
Chief of Police

Ref: Approval to Apply for a State of Maryland Community Program Fund Grant

---

We are requesting approval to apply for the FY2018 Community Program Fund Grant in the amount of \$57,600. This is a State of Maryland, "no match fund grant". The grant will fund community outreach programs, such as Police/Youth Dialogue Circles, a Collaborative Policy Dialogue Committee, and on-going programs such as midnight basketball. Monies from this grant will be for overtime for officers to participate in these programs as well. The funds will also be used to provide Gatekeepers with monies to hire a "Street Outreach Mentor" to work with our staff on youth violence issues.

