

Mayor and Council

16th Special Session and Work Session

May 16, 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."*

"Unity is strength - when there is teamwork and collaboration, wonderful things can be achieved."

Mattie Stepanek

4:00 PM WORK SESSION

1. Proclamation: National Kids to Park Day
- 4:05 PM** 2. Bond Ratings - *Lester Guthorn, Public Advisory Consultants*
- 4:20 PM** 3. USA Cycling Amateur Road National Championship Update with Visit Hagerstown & Washington County - *Lauren Metz, Community Events Coordinator; and Dan Spedden, President, Visit Hagerstown and Washington County*
- 4:35 PM** 4. Catalyst Project Six Update – Events Website, Calendar, and Events Guidebook - *Lauren Metz, Community Events Coordinator*
- 4:45 PM** 5. Preliminary Agenda Review
- 5:00 PM** 6. Arista Utility Billing Outsourcing - *Michael Spiker, Director of Utilities*
- 5:10 PM** 7. AFSCME 1540 Labor Contract - *Scott Nicewarner, Director of Technology and Support Services*
- 5:10 PM** 8. Community Development Block Grant (CDBG) Review: FY 17 Allocation of Repayment to CDBG Program and FY18 Public Service Funding Allocations - *Jonathan Kerns, Community Development Manager; and Christina Milotte, Planning and Outreach Coordinator*
- 5:40 PM** 9. FY 2018 Budget Review - *Valerie Means, City Administrator; and Michelle Hepburn, Director of Finance*
- 6:20 PM** 10. Break

PUBLIC HEARINGS

FY 2017/18 Tax Rate

FY 2017/18 Budget

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

SPECIAL SESSION

1. Introduction of an Ordinance: Tax Rate
2. Introduction of an Ordinance: Budget
3. Approval of an Ordinance: Amendment to the City of Hagerstown Police and Fire Employees' Retirement Plan

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

Topic:

Proclamation: National Kids to Park Day

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Bond Ratings - *Lester Guthorn, Public Advisory Consultants*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Topic:

USA Cycling Amateur Road National Championship Update with Visit Hagerstown & Washington County - *Lauren Metz, Community Events Coordinator, and Dan Spedden, President, Visit Hagerstown and Washington County*

Mayor and City Council Action Required:

Discussion:

At the May 16, 2017 Mayor and City Council Work Session city staff and members of Visit Hagerstown & Washington County will provide an update on a potential 2018-2019 downtown event.

An informational memo created by Visit Hagerstown & Washington County's President, Dan Spedden, has been attached (see below) identifying key event information and background on the bid process for the USA Cycling Amateur Road National Championship.

From: Dan Spedden, President, Visit Hagerstown

Background:

In June 2016, The MD Sports Commission distributed an invitation-to-bid to host the USA Cycling Amateur Road National Championships in 2018 and 2019. Visit Hagerstown and leadership from local cycling organizations quickly developed a local organizing committee to draft a response. In October of 2016 USA Cycling staff conducted a site inspection. After the site inspection, it was revealed that the decision was narrowed to Hagerstown and Washington County, MD and San Diego, CA. We will announce shortly that Visit Hagerstown's bid prevailed. Key selection criteria included community event management experience, a strong independent Destination Marketing Organization, a culture of cycling, community support, venue quality and the location and quality of the race courses.

Event Overview:

- 2018 Championship Dates Will be July 26-29
- 2019 Dates have yet to be finalized
- Five-day events comprised of three different racing styles: Time Trial, Road Race & Criterium Course

Audience:

- Competitors range in age from 10 years old to 23 years old
- This event historically attracts been 800 to 1000 unique participants
- Family, friends, spectators, and race officials will accompany riders

Impact:

- Raises our community profile as a preferred destination among cyclists
- News and social media on a national scale
- Collateral spending associated with a 5 to 7-night stay (near \$1,000,000.)

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

MMC_USA_Cycling_Update_051617.pdf

Description

USA Cycling Update



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

TO: Valerie Means, City Administrator

FROM: Lauren Metz, Community Events Coordinator

DATE: May 10, 2017

SUBJECT: USA Cycling Amateur Road National Championship Update with Visit Hagerstown & Washington County

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C: Jill Frick, Director, Community and Economic Development
Dan Spedden, Visit Hagerstown & Washington County
Audrey Vargason, Visit Hagerstown & Washington County
Event Logistics Committee



Visit HAGERSTOWN

& Washington County, Maryland

To: Valerie Means, City Administrator; Robert J. Slocum; County Administrator

From: Dan Spedden, President, Visit Hagerstown

Date: May 16, 2017

Subject: Hagerstown and Washington County to Host USA Cycling Amateur Road National Championships

Background:

In June 2016, The MD Sports Commission distributed an invitation-to-bid to host the USA Cycling Amateur Road National Championships in 2018 and 2019. Visit Hagerstown and leadership from local cycling organizations quickly developed a local organizing committee to draft a response. In October of 2016 USA Cycling staff conducted a site inspection. After the site inspection, it was revealed that the decision was narrowed to Hagerstown and Washington County, MD and San Diego, CA. We will announce shortly that Visit Hagerstown's bid prevailed. Key selection criteria included community event management experience, a strong independent Destination Marketing Organization, a culture of cycling, community support, venue quality and the location and quality of the race courses.

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CC: Jill Frick, Director, Community, and Economic Development

Lauren Metz, Community Events Coordinator

Sarah Sprecher, Assistant County Administrator

REQUIRED MOTION MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Topic:

Catalyst Project Six Update – Events Website, Calendar, and Events Guidebook - *Lauren Metz, Community Events Coordinator*

Mayor and City Council Action Required:

Discussion:

At the May 16, 2017 Mayor and Council Work Session city staff will provide an update on the progress of implementing Catalyst Project Six – Expanded Downtown Arts/Events Programming.

Background

The Community's City Center Plan was released in July 2014 and detailed eight catalyst projects that would spur development in City Center Hagerstown. The Community's City Center Plan is the result of broad community input, with the consultants spending more than 130 hours collecting feedback from the community.

Catalyst Project Six reads "The SCP [Sustainable Community Action Plan] suggest expanding programming to build upon the positive atmosphere created by events and to increase visitation to Hagerstown's Arts & Entertainment District...For maximum impact, these expanded events will coordinate with the extensive schedule of the Maryland Theatre and a consolidated events calendar will be established."

Discussion

One of the primary goals of Catalyst Project Six is to leverage resources to produce more frequent events and build upon the positive atmosphere created by popular downtown events. In 2016 there were more than 100 individual events throughout the City of Hagerstown and in 2017 it is expected that there will be 110-115 individual events of varying sizes.

In order to further the viability of events across the City of Hagerstown (with an emphasis on the Arts & Entertainment District) staff has been working on two projects that should allow for the production of more frequent events:

1. Creation of a consolidated events calendar/website
 1. Staff is working with the Communications Team to update the 'City Events' section of the City's website. The final version of the website will include a section highlighting upcoming city events as well as dedicated subsections on volunteering, the Arts and Entertainment District, and how to plan an event in Hagerstown.
2. Creation of an events guidebook

1. To better assist new event organizers, DCED staff has begun to compile an events guidebook that will serve as a checklist for event planning in Hagerstown. The current table of contents for this guidebook has been included with this memo to show the variety of topics that will be covered.

The implementation of these two projects will ultimately allow DCED staff to guide new and existing event organizers as they bring their events to fruition within the City of Hagerstown.

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

MCC_Event_Guidelines_051617.pdf

Description

Event Guidelines Memo &
Guidebook



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

TO: Valerie Means, City Administrator

FROM: Lauren Metz, Community Events Coordinator

DATE: May 10, 2017

SUBJECT: Catalyst Project Six Update – Events Website, Calendar, and Events Guidebook

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C: Jill Frick, Director, Community and Economic Development

Elizabeth Hager Center • 14 North Potomac St., Suite 200A • Hagerstown, MD 21740



**CITY OF
HAGERSTOWN**

SPECIAL EVENTS GUIDEBOOK



2017 Edition | Department of Community and Economic Development

WELCOME

Thank you for your interest in planning an event in the City of Hagerstown. We hope you find this guidebook useful and informative, and that it makes your process of organizing an event easy.

The City of Hagerstown is a vibrant and historic location set in the foothills of the Appalachian Mountains and the perfect stage for any event or festival. Over the last decade, Hagerstown has received exceptional economic and community growth from its many special events. From large festivals like the Western Maryland Blues Fest or Augustoberfest to the countless smaller celebrations throughout the year, these events have transformed Hagerstown into the cultural center of Washington County and Western Maryland.

The information in this guidebook has been compiled to help event organizers efficiently and successfully plan and execute any event as well as provide event organizers with the rules and regulations associated with event management in the City of Hagerstown. Please know that city staff are always available to work with event organizers to ensure that your event is as great as it can possibly be.

The City of Hagerstown would like to thank you for presenting your event and look forward to working with you to see your event dreams come true.

Lauren Metz
Community Events Coordinator

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

Topic:

Preliminary Agenda Review

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Arista Utility Billing Outsourcing - *Michael Spiker, Director of Utilities*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Utilities_Division_Arista_Packet_for_Billing_Services_1_052317.pdf	Arista



DEPARTMENT OF UTILITIES

425 East Baltimore Street
Hagerstown, MD 21740-6105

51 West Memorial Blvd
Hagerstown, MD 21740-6848

Memorandum

To: Valerie Means, City Administrator

From: Michael Spiker, Director of Utilities
Nancy Hausrath, Water Operations Manager
Nelia Tidler, Utilities Financial Manager

Subject: Utility Billing – Printing and Mailing

Date: May 4, 2017

The purpose of this memorandum is to briefly describe the current utility billing process, overview of needed improvements, and a recommendation to work with Arista Information Systems for future billing printing and mailing.

The chart below provides a brief and conservative summary of expenses and projected savings should the Mayor and Council approve Staff's recommendation.

Description	Total Accounts	Annual Bills Generated	Current Cost per Bill	Current Annual Expense	Proposed Cost per Bill	Proposed Annual Expense
Water - Quarterly	28,500	114,000	\$ 0.135378	\$ 15,433.09	0.110000	\$ 12,540.00
Water - Monthly	410	4,920		\$ 666.06		\$ 541.20
Fire Line - Annually	220	220		\$ 29.78		\$ 24.20
Electric - Monthly	17,000	204,000		\$ 27,617.11		\$ 22,440.00
Termination Notices	12,000	12,000		\$ 1,624.54		\$ 1,320.00
	58,130	335,140		\$ 45,370.58		\$ 36,865.40
Projected Annual Savings:						\$ 8,505.18

The current Utility Billing operation is primarily completed by Utilities Department Staff and includes purchasing and warehousing all forms and envelopes, generating the actual bill, and printing the bills. Our current contractor provides the CASS Certification and Bar-code presorting, bill folding and stuffing, and mailing. This process takes approximately 3-5 days from the time the electronic file is generated until the bills are delivered to the Post Office. The current process is very time consuming and lacks a good contingency plan should there be equipment or staffing issue on behalf of the City of current service provider.

Should the Mayor and Council approve Staff's recommendation to enter into a contract with Arista utilizing the procurement process from the City of Martinsville, VA (advertised in September of 2015 and became effective January 1, 2016 and is a 3 year contract with two 1-year renewal options), the cost to produce and mail the bills will decrease a minimum of \$8,500 annually. This savings is very conservative - it does not include the cost of City Staff to stock/store the required inventory, Staff time to print the bills, form and envelope "waste" expense associated with equipment failures (paper jams, toner failure, etc.), etc. Approval will also result in an increase in efficiencies and our ability to better meet customer service needs.

As previously mentioned, the current process from the time the electronic file is created is approximately 3-5 day. Arista has the equipment and staffing that allows them to deliver the bills to the Post Office in not more than 24-hours from the time the electronic file is released.

Arista has numerous security features in place that allows for secure transfer of data file to ensure our customer data is properly managed. Arista provides electronic tracking of all bills, will generate a pdf file of all bills that will be stored on the customer's account for reference by City staff, provide bill insert service – up to 5 inserts are included in the base price, has the technology in-place to group accounts with the same owner and address into one bill mailing, etc.

Currently our Utility Bills are printed on 20 pound forms and are one ink color (black). The base forms are tinted based on the type of service (water, electric, and termination). Arista can (at no additional cost) allow the City to customize the forms so that they provide more information to the customer and are easier to read.

Attached to this memorandum is a copy of the Proposal from Arista, a copy of the Bid/Award for Martinsville, VA, a list of references provided by Arista, and several sample utility bill form options.

Ideally Staff would like to begin the process with Arista in June with the conversion to the new process, forms, etc., implemented on or before August 1st.

Staff is available to answer any questions you may have and to discuss the benefits in greater detail.

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: May 23, 2017

TOPIC: Approval of a Utilities Department – Utility Bill Processing
(Water, Wastewater, and Electric)

Charter Amendment	<input type="checkbox"/>
Code Amendment	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Other	<input checked="" type="checkbox"/>

MOTION: I hereby move that the Mayor and City Council approve the recommendation from the Utilities Department to enter into a contract with Arista Information Systems to provide utility billing services with an estimated annual expenditure of \$38,865.40 (thirty eight thousand eight hundred sixty five dollars and forty cents) of Water, Wastewater, and Electric Division operating funds. Actual cost will be determined by the actual quantity of utility bills processed. This contract shall be in effect for three years with two 1 year renewal options.

DATE OF INTRODUCTION: 05/23/2017
DATE OF PASSAGE: 05/23/2017
EFFECTIVE DATE: 05/23/2017

City of Hagerstown
Mayor and City Council
Purchase - Contract Information
Meeting of: 5/23/2017

Approval For: _____
Consent Agenda: _____
New Business: X

Originating Department: Water Department By: Nancy Hausrath

Account Number: 52-74502-5519
50-74503-5329 Account/Project Name: Utility Billing Outsourcing

Budget Amount: FY18 \$20,000/
\$100,000 Account Balance: \$20,000/\$100,000 Year FY18 CIP Control No.: _____

Source Of Funds: Water and Electric Operating Budget

Unbudgeted: NA

Quantity	Description	Value
<u>1</u>	<u>Utility Bill Processing</u>	<u>\$ 36,865.40</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Above To Be Used For:

To provide Utility Bill processing (Water, Wastewater, and Electric) per the approved proposal.

Recommended Vendor:

Business Name: Arista Information Systems

Address: 2220 Northmont Parkway - Suite 100

City, State: Duluth, GA 30096

Bid/Proposal/Quote No.: Piggy-Back on the Martinsville, VA Bid/Contract

Other Vendors:

<u>Firm</u>	<u>City, State</u>	<u>Amount</u>
-------------	--------------------	---------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Comments

Department Manager (required on all unbudgeted items):

Funding is provided for bill processing in the FY18 budget based on current and planned future operations.



Director of Utilities

May 4, 2017

Date



Water Operations Manager

May 4, 2017

Date

Finance Department

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

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- 2 Solution
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 - 2.2 Approach
 - 2.3 Benefits
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 - 3.2 Schedule
 - 3.3 Resources
 - 3.4 Qualifications
- 4 Costs
- 5 Conclusion
- 6 Positive Considerations
- 7 Bill Samples
- 8 Arista Services Agreement

1. Current Situation

The City of Hagerstown Md provides combined utility services to over 17000 monthly Electric customers and 30,000 quarterly water customers, and you strive to provide your customers with quality service at a reasonable price by operating efficiently and professionally. Currently your customers are receiving a Tyler preprinted form type bill on a monthly basis and are produced in-house and distributed by a third party on monthly cycles.

Some issues with the current billing process to be addressed are:

- Costs for services rendered include the Tyler form and third party cass certification and address printing/mailing as well as internal costs for printing including equipment, labor and etc. might be reduced by a third party printing and mailing vendor like Arista
- Time associated with third party can fluctuate based on volume you have and he has that month
- There is limited space on the form to be able to provide messaging and usage history and graphs.
- The annual Water Quality Report and other collateral information must be mailed separately resulting in additional postage.
- The trend is to outsourcing of printing and mailing of bills and on-line bill payment. A recent survey of over 200 utilities in North America found that 72% either outsourced or were planning to outsource in the next two year. The reasons cited most for outsourcing were to lower costs, improve customer service and be more efficient.

2. Solution

Arista Information Systems proposes that the City of Hagerstown outsource the printing and mailing of your bills to us rather than continue the current in-house process. The following will provide the objectives, approach and benefits of our solution:

2.1 Objectives

- To provide accurate, timely and professional 8 ½ X 11 billing statements with usage history graphs and return envelopes that improve the customers' understanding and payment cycle.
- To minimize resources spent on the printing and mailing of the bills and redeploy those resources to more productive activities.
- To convert your billing data into customized billing statements within a 24-hour turnaround period.
- To provide the lowest possible 5 digit postage rates from the USPS.
- To provide a PDF image of every bill so they can be e-mailed or copied for your customers.
- To provide selective inserting for Water Quality Reports and other information in the monthly bill statements.

2.1 Objectives (Continued)

- To provide the 24 X 7 convenience of Electronic Bill Presentment & Payment (EBPP) for your customers to pay on-line and view a PDF image of their bill.
- To provide the 24 X 7 convenience of IVR Payment for your customers to pay over the phone.
- To provide the cost saving option of e-billing.
- To provide a PDF images of every bill so they can be e-mailed, hard copied or viewed by your customers on-line.

2.2 Approach

Our approach is quite simple as we work very hard to be the best at what we do, and that is to print and mail utility bills. This approach has worked well for over 33 years and has enabled us to earn the confidence and loyalty of over 480 clients nationwide. We achieve this success by adhering to the following principles:

- We hire the best talent in the industry who are committed to excellent customer service and are competent and consistent in getting the job done.
- We utilize the state of the art technology and printing laser equipment to produce the highest quality billing statements in the industry.
- We fully integrate the printing & mailing of paper bill statements with the Electronic Bill Presentment and Payment (EBPP), e-Billing and IVR Payment services resulting in a seamless billing and payment solution.
- We provide our customers with the lowest possible postage rates starting at the 5 Digit rate Level as qualifies by using the latest certified postal software and compliance with the USPS Intelligent Mail Barcode (IMB) standards.
- We partner with our customers to ensure that they are completely satisfied and respond to their needs in a timely fashion.

2.3 Benefits

The benefits of the solution that the City of Hagerstown will realize are numerous, but just to name a few:

- Improved customer satisfaction as the billing statements will provide more information in an easy to read format.
- Improved cash flow as the bills will be processed and in the mail within 24 hours and the return envelope should facilitate faster payment.
- Reduced overall cost by redeploying manpower to more productive activities and thereby mitigating the need to hire additional personnel.
- Improved customer satisfaction by providing the convenient options of on-line, e-Billing and IVR telephone bill payments.
- By outsourcing, Arista allows you to focus on what you do best and transfer the burden of critical but non-core business functions. This will allow you to minimize distractions, maximize productivity and increase efficiency.

3. Implementation Plan

The following plan will enable the City of Hagerstown to see how we will deliver the desired solution and benefits that we have promised.

3.1 Methodology

The following methodology and series of processes will be followed to achieve success in the printing and mailing of your bills:

- ♦ **File Data Transfer Process** - You will file transfer your billing data in a flat data file utilizing FTP (File Transfer Protocol) to a private folder set up with a confidential password that only you will use. You then email the Arista Customer Service Team alerting them that a file was sent. We will process the file (including CASS Certification and bar-code presorting to 5 Digit Rate, currently the lowest postage rate as qualifies), and that will generate a report of totals such as number of bills/statements, inserts, envelopes, gross and net dollars billed and amount of postage required. This report called a Report Management Tool (RMT) is immediately e-mailed back to you to verify the accuracy of their totals. If you elect for Arista's optional PDF Image Service, your PDF images will be available shortly thereafter.
- ♦ **File Data Process** – A print file is generated through processing of the file. The bill statements are placed in postal sort order and small control numbers are placed in the upper right hand corner and in the middle of the remit so that at any step of our process a particular bill can be found or replaced if needed. Also, as a part of this process, a Print Header Sheet is generated showing the Customer Number, Customer Name, Color, Bill Date, Due Date, Run Date, File Name, Global Insert, Selective Insert, number of Bills to be printed, and a copy of the inserts being used are attached to

- the Print Header Sheet. The Print Header Sheet will follow the mailing throughout every production process for control purposes.
- **File Data Printing Process:** The first production stage is printing. The print file will be downloaded and sent to the printer to begin printing. During the printing phase, the print operators will spot check print quality and if the documents are being printed on the proper form. The printers that Arista will use are high-speed Xerox printers. Each of Arista's locations has multiple Xerox printers with the same capabilities. This allows for increased production capability and redundancy in the case of down time.
- **Insertion Process:** The primary insertion machine that will be used is a six-station Pitney Bowes inserter that has a folder/accumulator and has selective inserting capability. The Atlanta location and the Winston-Salem location have four (3) each. Each inserter is equipped with OCR devices that will shut the machine down if the inserter accumulates too many pages (i.e., attempts to place more than one person's mailing in an envelope). It will also shut down if the machine attempts to place multiple copies of the same insert into the envelope.
- **Sorting Process:** Once the bill packets are inserted, they are placed in a tray in accordance to Post Office regulations by a Sorter. It is the Sorter's job to ensure that all envelopes are sealed and that the address is showing properly through the window.
- **Quality Control Process:** Quality Control performs a random check for print quality and insertion accuracy within each production run. Quality Control will also verify that the number of pieces mailed matches the work order and the postage reports.

3.1 Methodology (Continued)

- **Mailing Process:** The Post Office has provided Arista an Onsite Post Office Representative will approve the mail daily. (Arista is considered a DMU, which is a Detached Mail Unit, by the USPS). The postal representative verifies the accuracy of the mail and since that is done at our facility, it does not have to be done at the Post Office. This eliminates the one step at the Post Office and assures that there will be no further delays. Not all vendors have this capability.
- **Delivery Notification Process:** After the mail is delivered to the Post Office, you will be notified again by e-mail with the postal verification.

3.2 Schedule

The following detailed Project Implementation Plan focuses on the timing and sequencing of major activities and milestones:

30 Day Implementation Schedule for the City of Hagerstown

Description of Item to be completed	To Be Completed By		Estimated Completion
	Arista	Hag	
Assign an implementation manager to the project and find out who the main contact will be.	X		Day 1
Order forms and envelopes from vendors.	X		Day 1
Establish appropriate contacts and establish transmission procedure.	X	X	Day 1
Prepare the production facility for the new mailing.	X		Day 1
Request and receive a test data, data layout and a bill sample.	X	X	Day 1-3
Use the above information to create the production program needed to produce the bills.	X		Day 3-17
Complete formatting the bill sample.	X		Day 3-17
Send bill sample for approval or changes.	X		Day 17
Get approval of bill sample.		X	Day 17-18
Receive all forms & envelopes.	X		Day 21
Generate and send to Arista the production schedule and estimated volumes.		X	Day 21
Schedule and confirm additional correspondence to be laser printed and mailed.	X		Day 23
Perform first test run and present samples for approval.	X		Day 27
Perform second test run and present samples for approval.	X	X	Day 28
Make changes to any samples returned.	X		Day 29
Present samples for final approval.	X	X	Day 29
Prepare for live transmission.	X	X	Day 30

3.3 Resources

The following are the key personnel that will be responsible for your solution implementation:

- **Leesa Wagener, VP of Business Operations (678) 473-1885 x3148,**
leesaw@aristainfo.com

Leesa has over 37 years of experience as a leader in information technology and customer support. Her time has been concentrated in financial and utility software, serving in management roles throughout the life cycle of development through end product support. Leesa worked for 19 years with SEDC, Arista's parent company, in various leadership roles, including VP of Product Support, before transferring to Arista in 2010.

- **Tom Baglivo, Operations Manager (678) 473-1885 x 3124,**
tbaglivo@aristainfo.com

Tom has over 30 years experience in the printing industry, and Tom joined Arista in May 2001. He directs the Duluth, Georgia and Winston-Salem, North Carolina production facilities.

- **Gary Dean, Programming Manager: (678) 473-1885 x 3142,**
gdean@aristainfo.com

Gary joined Arista Information Systems, Inc. in 2014. Gary has 30 years of information technology experience, including 15 years working with energy and water utilities.

- **Jay Padgett, Manager of Customer Support and QC (678) 473-1885 x 3139,**
jpadgett@aristainfo.com

Jay has over 30 years of experience in all areas of application software implementation and support and direct customer support.

3.4 Qualifications

The following are reasons why we are uniquely qualified to deliver the solution as promised:

Arista Information Systems, Inc. was started in 2001 through a combination of two companies that had extensive experience in the Laser Printing and Mailing industry. The first Company, Southeastern Data Cooperative, has been in business since 1976 specializing in software for the utility industry and is the parent corporation of Arista. The second Company, Georgia US Data Services, started operation in 1968 and began their laser printing operation in the late 1980's and was a computer services firm.

One of the common threads with the two organizations is longevity, both from a customer standpoint and employee standpoint. Our customers, on average have been with us for over 7 years. Several of our management has been with us over 15 years with one employee being with us since 1968.

This combination of the two Companies allows Arista to have two facilities (one in Duluth, Georgia and the other in Winston Salem, North Carolina) that basically mirror each other. We have similar processes and equipment at both locations allowing for redundancy. We purposely operate our facilities at below capacity levels to allow for customer growth and added flexibility when a customer needs it.

A partnership with Arista means completely optimizing your mailing process, leaving you free to concentrate fully on exploring new ways to increase the value of your customer service. One of our customers wrote, "To my surprise and pleasure, the new mailing system has been terrific. Saves time, money and effort – but, most importantly, it has allowed me the opportunity to work with your staff."

3.4 Qualifications (continued)

Arista Information Systems has been an outsource contractor in the computer processing business for over 33 years. We have 400 customers mailing approximately 106 million billing statements a year. As stated earlier, we purposely operate our facilities at capacity levels to allow for additional customers and to allow for flexibility in case a customer has an immediate need. As new customers are attained, we assess our capabilities and capacity levels to insure that we can maintain the level of customer service that each customer expects and deserves. To that extent, we are receptive to hiring additional personnel or adding new equipment when needed.

Arista strives to continue to discover new ways for our clients to benefit through updating new technology as well as new strategies to address their needs. We are in constant communication with our customers and research new ways of addressing their needs. Arista can provide PDF Images of the Bill Statements and Delinquents we print and mail for our customers. We also offer Electronic Bill Presentment and Payment (EBPP) with e-check and e-bill with "stop the paper bill" as an option. We are active in Trade Associations to keep abreast of the current changes in the industries that we service.

Our Parent Company's Mission Statement is "To provide the best possible product at the lowest possible price," and we strive to achieve that in every aspect of our job. We even go a step further in that it is engrained in each of our employees that we will do whatever it takes for the customer. We would not have such a successful business if this were not our mission.

3.4 Qualifications (continued)

To that end, we strive to have the best possible equipment so that we can meet our customers' expectations. We have purposely set up each location to mirror each other, to offer redundancy. The respective printer manufacturer has trained all of our printer operators and we have over 15 years experience in working with Xerox printers. Mail production employees are trained by Pitney Bowes, and we have one production person that is certified to repair and maintain all Pitney Bowes equipment. Each year refresher courses are offered to all employees on the mailing equipment. All of our equipment is under maintenance agreements with the perspective equipment provider. Some stipulations of these agreements provide for a 4-hour response time. This is our commitment to use the best equipment, which allows us to provide the best possible customer service.

Arista maintains excellent supplier relationships that give us the benefits of high quality products and competitive pricing for our materials. These benefits are passed along to our customers. Our suppliers are always in constant communication with us in efforts to keep us abreast of new products.

We have a long-standing relationship with the Post Office and we are on a personal level with them. We continually communicate with the Post Office daily when they check our mail or when we deliver to the Post Office.

For all of these reasons we can be confident that you will benefit in working with Arista Information Systems.

4. Cost Analysis

The following are the pricing of the services that we recommend to ensure a successful implementation of your solution:

- **Bill Processing Service:** Assuming 17,000 one page billing statements per month and 30,000 water quarterly are processed and mailed . The per statement estimate price is all inclusive with our # 10 double window outside envelope, a security tinted single window return envelope, processing, Highlight Color laser printing (on white 24# bond paper), folding, inserting (bill or delinquent notice plus return envelope), CASS Certification, bar-coding, collating, sorting, preparation and delivery to USPS in automation stream.

◦ Highlight Color Laser Print on 8 ½ x 11	\$0.10 per 1 pg bill
◦ Additional Page (if applicable)	\$0.06 per page
◦ Additional Inserts (if applicable)	\$0.01 per insert
◦ Pre-Printed 4 Color Form	\$0.01 per form
◦ Processing Fee for any run less than 500 pieces	\$10.00 per run
◦ Original Set Up Fee	\$3000 Waived*
◦ Additional Subsequent Programming Fee	\$150.00 an hour

Projected Monthly Cost to print and mail 17000 statements with a form is
\$1870.0

Projected quarterly cost to print water statements is \$3300.0

* Please Note: This fee has been waived contingent on a 24 month Service Agreement being signed by Mar 31, 2017.

4.0 Cost Analysis (Continued)

Postage Service: We guarantee the lowest qualified rate is charged per Certified Postal Software based on today's USPS 5 digit zip code rates that will go into effect Jan 2017. Arista is very sensitive about your total postage expense, and we start the sort at the 5 Digit Rate Level which is \$0.376 per one ounce mail piece. This is the LOWEST First Class Rate available, and you must have at least 500 pieces in a mail stream to qualify for these postal discounts. With Arista starting at this rate and your mail being concentrated within 5 Digit Zip Codes, it is anticipated that you will get a good qualification at this level.

Projected Monthly Postage Cost to mail 17000 statements is \$ 6460*

Projected quarterly postage cost for 30,000 statements is \$ 11400*

*This projection is based on our customers' average about \$.38 per one ounce mail piece.

PDF Image Service: As an optional service we can provide PDF images of your bills to view, print and archive.

Per image charge	\$ 0.01
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Projected Monthly Cost to produce 17000 PDF images is \$170.00

"	30000 PDF	300.00
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4.0 Cost Analysis (Continued)

- **Electronic Bill Presentment & Payment (EBPP) and e-Bill Service integrated with the Printing and Mailing Service:** We provide 24 X 7 access to view and pay bills via credit/debit cards and e-checks. Customers can chose to receive bill notification via e-mail in lieu of a paper bill and view and pay online via all credit cards or e-check.
 - Pricing Options
 - Convenience Fee Model- end users customers will be charged a fixed amount for the convenience of paying on line. This amount is determined by the forecasted number of transactions, the average bill amount and the monthly dollar volume. The fees will cover all costs associated with providing the service and the city will not be charged anything.
 - No Convenience fee Model- the end user customer does not pay anything to use the service. The city is charged Interchange, Assessment and Processing fees for all transactions processed online.

4. Cost Analysis (Continued)

AutoCue IVR Payment Service: We can provide cost effective payment processing service for your customers who prefer to pay over the phone. The service helps you reduce operational expenses, and free up resources. An estimate of fees and charges associated with AutoCue IVR Payment Service is summarized on the fee schedule below and assumes the following based on an estimated 100 credit card payments processed over the phone per month.

Fee Schedule

• Credit Card Merchant ID Initial Setup (One Time)	\$ 400*
• E-Check Initial Setup (One Time)	\$ 400*
• Initial AutoCue Setup (One Time)	\$1,500*
• Monthly AutoCue Service Fees	
Minutes	Price per Minute*
Up to 5,000	\$0.10
5,001- 10,000	\$0.09

○ Pricing Options for Credit Card Processing

- Convenience Fee Model- end users customers will be charged a fixed amount for the convenience of paying on line. This amount is determined by the forecasted number of transactions, the average bill amount and the monthly dollar volume. The fees will cover all costs associated with providing the service and the city will not be charged anything.
- No Convenience fee Model- the end user customer does not pay anything to use the service. The city is charged Interchange, Assessment and Processing fees for all transactions processed online.

4.0 Cost Analysis (Continued)

- **Lockbox Services:** We can provide cost effective remittance processing service that helps you reduce operational expenses, update customer accounts faster and improve audit controls. The fees are:

• Base Monthly Fee	\$350.00 per month
• Per Item Fee	\$.17
• Returned Checks	\$ 3.50
• Check Only Item	\$ 0.50
• Correspondence	\$ 0.20

5. Conclusion

In conclusion we would be honored to serve the bill printing and mailing needs of the City of Hagerstown, MD. Our services are compatible with Tyler software that you using, and this allows us to efficiently convert your billing data into customized billing statements. By transferring this critical but non-core business function to Arista, you are free to focus on serving your customers and maximizing performance.

Arista's laser printing capabilities allow customization of your billing statements with selective inserting, variable text messaging, and graphs for usage history. A US Postal Service Official and MERLIN machine at both Arista facilities eliminate a time consuming step in getting bills to your customers, increasing efficiency while decreasing turnaround time. Arista also offers a PDF Image Service allowing you to view, print and archive every bill printed for your company, and for your future needs Electronic Bill Presentment & Payment, IVR Payment and Lockbox Payment Remittal services are available to facilitate bill payments.

Our benefits can be summarized in these three attributes:

- **FAST:** Same day turnaround for delinquent bills and 24-hour or less turnaround for billing statements.
- **EASY:** Bill-tracking, online bill and telephone payments, and our PDF Archive System turn billing into a smooth process.
- **INEXPENSIVE:** Arista provides the lowest postages rates available to our clients and e-Billing service to reduce postage costs.

To get started all we need is your agreement to proceed with implementation of the solution.



**CITY OF MARTINSVILLE
REQUEST FOR PROPOSALS
UTILITY BILL PRINTING & MAILING SERVICES
SEPTEMBER 22, 2015**

The City of Martinsville is seeking proposals from qualified contractors to provide Bill Printing and Mailing Services for the Utility Billing Department. Proposals will be received until **2:00 p.m. on Tuesday, October 13, 2015**, at the office of the Purchasing Manager, Karen Mays, City of Martinsville, Central Warehouse, 990 Fishel Street, Martinsville, Va. 24112-3248. Proposals may be hand delivered, mailed or sent by FedEx or UPS to the Fishel Street address. Proposals may also be sent by postal mail to the City of Martinsville Purchasing Department, Karen Mays, P. O. Box 1112, Martinsville, Va. 24114-1112. Place "Utility Bill Printing & Mailing Services" and the due date at the lower left hand corner of the envelope. There will not be a formal opening.

Respondents should submit seven (7) copies of this proposal to the City of Martinsville.

The City reserves the right to accept or reject any and all proposals in the process of our review of potential contractors for these services and will be awarded in the best interest of the City. The City reserves the right to award this project contingent upon approval of funds being available each year.

It is the responsibility of the offeror to ensure that their proposals reach the appropriate office prior to the close time on the proposal. Responses received after the date and time of closing will be considered non-responsive. Proposals will not be accepted via fax machine or internet e-mail.

The offeror shall be fully responsible for all costs incurred in the development and submission of the proposal. If you desire not to respond to this proposal, please forward your acknowledgement of NO PROPOSAL SUBMITTED to the above address.

The City of Martinsville may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359D, Code of Virginia).

Any proposal in response to this solicitation shall be valid for (30) days. At the end of the (30) days, the proposal may be withdrawn at the written request of the proposer. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

According to the State of Virginia Public Procurement Act, any other state, local or government agency may use this bid as a basis for procuring such items.

Other services offered by potential contractors, such as electronic billing and payment options, will be considered as options to the proposal and may or may not be a part of the final award.

SPECIFICATIONS FOR REQUEST FOR PROPOSAL UTILITY BILL PRINTING AND MAILING SERVICES

I. Background:

The City of Martinsville Utility Billing Department currently issues approximately 9,000 utility bills and 3,000 late notices each month. Estimated utilities provided are,

- Electric, 7,600 customers
- Water/Sewer, 7,400 customers
- Garbage Collection, 5,600 customers

II. Scope of Work and Requirements

The selected contractor should have the ability to meet each of the requirements below. If a requirement cannot be met, please provide an alternative approach for consideration.

1. The selected vendor should have the ability to accept daily bill files using an online upload or a standard FTP. The City must be able to log into the Vendor's server and transmit the files daily, as needed. You will continue to be able to do this with Arista.
2. The vendor should be able to accept the City's bill files in their current format, using the current transmission method. The City is unable to change the bill file format without manual intervention and/or a modification to the system. Specific requirements are below:
 - a. The bill files will be presented in a text format, but the City would like to receive it in a PDF format. You will continue to be able to do this with Arista.
 - b. The City should be able to automatically connect to the vendor's secure FTP server or online upload. You will continue to be able to do this with Arista.
3. The City should be able to track all jobs and files throughout the production process utilizing an online tool provided by the vendor. You will continue to receive e-mails with status of your job from file receipt through mailing.
4. The City should have the ability to view and approve sample bills online before they are printed and mailed. PDF images will be available for review and approval.
5. Bills must be printed and mailed within one business day of receipt. Your bills will continue to be printed and mailed with 24 hours.
6. The vendor should be able to produce the City's bill in the current format or a revised format as authorized by the City. Sample bills should be provided for review. We produce the bills in current or revised format.
7. The vendor should have the capability to suppress the printing of bills and envelopes for certain customers based on City requirement. Suppression could be on a one-time or ongoing basis. You will continue to have this ability with Arista.

8. The vendor should have the ability to produce a remittance stub configured to work with the remittance processing equipment and software and compatible with the current system used to process incoming checks.
 - a. The scan line on the stub includes account and customer information along with specific bill information. You will continue to have this ability.
9. The vendor should have the capability to print:
 - a. Intelligent bill messages based on customer type. You will continue to have this ability.
 - b. Logo and usage history graphs. You will continue to have this ability.
 - c. Multiple page bills as needed. You will continue to have this ability.
 - d. Bills must be mailed via presorted first class mail. More details about mailing requirements are provided in Section III below. You will continue to have this ability.
10. Production reports:
 - a. The City should be able to track all files that have been sent to the vendor before, during and after the processing. You will continue to have this ability.
 - b. Status reports must be provided daily after processing is complete. You will continue to have this ability.
11. Bill Inserts and Messages:
 - a. The vendor should provide an interface that will allow the city to update requirements for bill messages and bill inserts on an as needed basis. We are currently implementing HP Exstream Remote Collaboration will give this capability.
 - b. Specific information should be provided about this interface, including screen shots and details about the process for new requests and updates to existing requests. We are currently implementing HP Exstream Remote Collaboration will give this capability and unfortunately the screen shots and process is not available at this time.
 - c. The vendor should provide the ability of the City to create ad hoc messaging to be printed on the bills, including the ability to upload images to the message area. You will continue to have this capability.
12. Please provide details about the following:
 - a. Quality control procedures and in house communication procedures. We will continue to provide the high level of quality control.
 - b. Ability to pull a bill from production process and the process of doing so. You will continue to have this capability.
 - c. Procedures for ensuring that the bill file transmissions are completed successfully and procedures for correcting issues. We will continue to provide this capability.

III. Technical Requirements

A. Mail

1. Bills must be mailed via presorted first class mail to maximize discounts. This will continue.
2. The City should be able to verify proof of delivery to the USPS on an as-needed basis. This will continue to be provided on an as needed basis.
3. Customer addresses must be validated and updated as necessary by the vendor using USPS-certified or approved software. We will continue to provide this service.
4. Multiple bills to the same customer and/or mailing address should be matched and inserted in one appropriate size envelope and metered first-class separately and delivered to the USPS at the same time as all other bills are delivered. These bills require only a single return envelope and single inserts. We will continue to provide this service at no additional charge.

B. Reporting

1. Bills must be mailed via presorted first class mail to maximize postal discounts. We will continue to provide this service.
2. File Confirmation Report – Confirm receipt of file transmission. We will continue to provide this service.
3. Daily Production Confirmation Reports via email – immediately after processing is complete. We will continue to provide this service.
 - a. Volume of bills
 - i. Received for processing
 - ii. Printed
 - iii. Not printed
 - b. Move/Update changes: Addresses changed
 - i. Customer Name
 - ii. Utility Account number
 - iii. Previous address
 - iv. New address

C. Security

1. The vendor must provide necessary security to protect the City's data from unauthorized access. Please provide details about the security measures that are in place. Include procedures for ensuring that only authorized persons are admitted to the production floor. We will continue to provide a secured work environment.
2. Describe in detail how security is handled for information shared between the vendor and the City via email or online and compliance with the Red Flag procedures. We will continue to provide a secured work environment.

3. The vendor must allow site visits by City personnel. You are welcome to visit at anytime.

D. Paper Supplies

1. The vendor must provide all paper supplies including form and/or other stock for printing invoices and all required postal reports. We will continue to provide this service.
2. Envelopes must be provided to customers for payment. We will continue to provide this service.

E. Customer Support and Disaster Recovery

1. Customer Support – Vendor shall provide:
We will continue to provide these services.
 - a. Unlimited customer support during the hours of 8:00 a.m. to 5:00 p.m. EST, Monday – Friday. Procedures for after-hours support
 - b. A list of company holidays
 - c. Multiple contact points for customer service
2. Disaster Recovery
 - a. The vendor must have a backup and disaster recovery facility to process the City's bill in event the main facility becomes inoperable. Facilities must be geographically diverse to protect against regional events. Please list your facility locations.
 - b. Provide a detailed summary of the vendor's disaster recovery plan.

F. Exception Processing

The system should allow the ability for the City to approve, cancel, or hold individual bills based on predetermined criteria. This system should be web based through a secure login and be integrated between the City and the vendor. We will provide continue to provide this capability but it will not be web based at this time.

IV. Pricing

Pricing proposals from prospective vendors should be detailed and shall include pricing for initial deployment and on-going costs. Pricing must include all costs for labor, hardware, software, hosting, testing, training, travel, and any other costs to be charged by the vendor.

Price is per physical page and shall include processing data, address validation, presorting, printing, and mail insertion. Finished mail pieces shall be delivered to the USPS within one (1) business day of receipt of files from the City.

Regular Bills (per sheet) – Estimated volume; 9,000/month	
Price for black and blue (corrected) duplex printing of variable data and	

form elements on the front and back of the pager onto white 8.5" x 11" form with a perforation; includes folding and sealing	_\$0.08 /piece
Price for customized billing – inserted in to envelope	\$0.08* /piece
One-time fee to customize new billing format	\$0** /piece
Forms: Price per piece for 8.5" x 11" Form	\$0.01 /piece
Forms: Price per piece for paper stock for customized billing (minimum 24 lb. stock)	_\$0.01 /piece
Price for mailing envelope #10	\$0.01 /piece
Price for inserted return envelope #9	\$0.01 /piece
Price for NO return envelope	\$0.01 /piece

*Please Note: The all inclusive price is \$0.11 including the printing on a pre-printed form and the #9 and #10 envelopes. This compares to the \$0.14 you are currently paying.

**Please note: Since you are already set up there will be no charge

Late Bills (Per Sheet) - Estimated Volume 3,000/month	
Price for black simplex printing of variable data and form elements on the front and back of the page onto white 8.5" x 11" form with a perforation to produce return envelope; includes folding and sealing.	_\$0.07 /piece
Price for black plus and red simplex printing of variable data and form elements on the front and back of the page onto white 8.5" x 11" form with a perforation to produce return envelope; includes folding and sealing.	_\$0.08 /piece
Price for customized billing with perforation for remittance stub - inserted in to envelope with return envelope	_\$0.08 /piece
Forms: Price per piece for 8.5" x 11" Form	_\$0.01 /piece
Forms: Price per piece for paper stock for customized billing - minimum 24 lb. stock	_\$0.01 /piece
Price for mailing envelope #10	\$0.01 /piece
Price for inserted return envelope #9	_\$0.01 /piece

Other Services	
Inserts (Per Sheet) —Price includes grayscale duplex printing of insert PDF on the front and back of the page onto white page - minimum 20 lb.	__ * /piece
Inserts (Per Sheet) —Price includes grayscale duplex printing of insert PDF on the front and back of the page onto colored page - minimum 20 lb.	__ * /piece
Inserts (Per Sheet) —Price includes grayscale simplex printing of insert PDF on the front and back of the page onto white page - minimum 20 lb.	__ * /piece
Inserts (Per Sheet) —Price includes grayscale simplex printing of insert PDF on the front and back of the page onto colored page - minimum 20 lb.	__ * /piece
Inserting Charges	\$0.01 /piece
Multiple Page Mail piece Surcharge - Flat Mail pieces For House holding.	__ \$0 /piece
Electronic Address Updates - NCOALink, ACS or other USPS approved system	__ \$0 /piece
Postage (for all job types)	\$0.395 /piece

Please Note: the price is contingent on the annual volumes and without those volumes we are not in a position to quote.

SIGNED

Company name	Company Representative	Date
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V. Optional Services

While the intent of this RFP is to obtain printing and mailing services for the City of Martinsville Utility Billing Department, other services will be considered. Vendors should list optional services available and estimated costs for these services. The City reserves the right to contract with the selected vendor for these services at a future date, depending on budget. Services may include, but are not limited to the following:

A. Ability to integrate billing and payment options; We currently offer integrated Electronic Bill Presentment & Payment, e-Billing and IVR Payment services

B. Ability to provide paperless e-billing; We currently offer this service with customer auto enrollment

C. Ability to provide inserts as follows:

- a. Inline Inserts - An automated process is set up to selectively print the inserts immediately after each bill is printed. We do not currently offer this service.
- b. Offline Inserts - The vendor must accept inserts printed by other vendors, and provide insert printing services as well. Please provide insert specifications. The vendor must agree to receive shipments of inserts and store/warehouse all forms and envelopes used to process the City's bills. We currently provide this service

VI. General Requirements

Proposals should be as thorough and detailed as possible so that the City may properly evaluate the capabilities of respective vendors to provide the required services. Vendors are required to submit the following items for a complete proposal as part of the selection process:

1. Information as to the vendor's background and experience relative to the services being requested. We have a track record of being your bill printing and mailing vendor for the past 6 years.
2. Detailed implementation plan that includes key tasks, milestones, and designated City and vendor responsibilities. Outline all training that will occur during the course of this project. No training is required.
3. Vendor's project pricing and preferred payment schedule. \$150 per hour

4. Listing of previous clients who may be contacted as reference, for whom similar services have been provided. Include client names, addresses, and telephone numbers. We have served you for the past six years.
- 5.
6. Any other special experience and qualifications relative to this project. We have served you for the past six years.
7. Certificate of Insurance, including proof of General Liability including Cyber-Loss, Vehicle Liability, and Worker's Compensation Insurance prior to beginning work. Insurance shall be in amounts not less than \$2,000,000, \$500,000, and \$500,000. We have served you for the past six years.

VII. Contract Period and Contract Administration

The contract shall be for a period of three years effective from date of signed contract. The contract may be renewed by the City upon written agreement of both parties for two (2) additional three (3) year periods provided acceptable rates can be negotiated and mutually agreed upon in writing between the City and vendor. We estimate the contract will be issued no later than January 1, 2016. The first bills to produce for the City will be the January 14, 2016 billing cycle.

The City reserves the right to negotiate contract terms with the successful vendor for services not initially selected for the full term of this contract.

VIII. Cancellation

The City may terminate the contract at any time without cause by giving ninety (90) days prior written notice to the vendor.

Subject to the provisions below, the contract may be terminated by the City upon ninety (90) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the City until said work or services are completed and accepted.

1. Termination for Convenience - In the event that this contract is terminated or canceled upon request and for the convenience of the City, without the required ninety- (90) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
2. Termination for Cause - Termination by the City for cause, default or negligence on the part of the firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The ninety- (90) days advance notice requirement is waived in the event of Termination for Cause.

3. Termination Due to Non-Appropriation of Funds in Succeeding Fiscal Years - When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

IX. Review and Award

To be considered for selection, vendors must submit a complete response to this Request for Proposal. Failure to submit all information requested may result in the rejection of the incomplete proposal.

Proposals shall be signed by an authorized representative of the vendor. All documentation submitted with the proposal also should be bound in a single volume.

The following criteria, not necessarily listed in the order of importance, will be used in evaluating the responses to this RFP:

1. Understanding of the project and ability to meet requirements as specified in Section II, Scope of Work and Requirements and Section VI, General Requirements.
2. Implementation Plan and Training.
3. Total project cost.
4. Other services offered.
5. The City of Martinsville may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359D, Code of Virginia).

Signature Sheet

UTILITY BILL PRINTING & MAILING SERVICES

My signature certifies that the proposal as submitted complies with the Scope of Work and all Terms and Conditions as set forth in this Request for Proposal.

My signature further certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to this proposal by all conditions of the proposal and certify that I am authorizing to sign this proposal.

To receive consideration for award, this signature sheet must be returned to the Purchasing Department as it shall be a part of your response.

If there are any parts of the terms and conditions that your company cannot meet, please indicate which ones on an attached page.

Company Name: Arista Information Systems

Address: 2220 Northmont Parkway, Suite 100

Duluth, GA 30096

Signature: _____

Name (type or print): Ralph Reed

Official Title: Regional Sales Director

Federal Tax ID Number: 58-2614-313

Date: October 12, 2015 Telephone Number: 678-473-1885, extension 3130

Email Address: rreed@aristainfo.com



101 Wright Place
Greenwood, MS 38930
8:00 a.m. - 5:00 p.m. Monday - Friday

Customer Service 662-453-7234
Pay by Phone 888-394-4652
After Hours 662-453-7234
www.greenwoodutilities.com

Account Number		Account Name				Location		Service Address		Bill Date
12345		SAMPLE JOHN Q				100109601		1234 MAIN STREET		10/13/14
Service From	To	No. Days	Bill Type Code	Rate	Meter Reading Previous Present		Mult	Usage	Meter Number	Charges
Electric - Commercial										
09/03/14	10/01/14	28	0	105	86114	92702	1	6588	18276	\$717.26
Demand										\$0.00
Yard Lights										\$45.86
Water - Commercial										
09/02/14	10/01/14	29	3	210	56	57	1	1	8652651	\$18.59
Water - Sprinkler										
09/02/14	10/01/14	29	0	212	180	211	1	31	8660124	\$91.56
Sewer - Sewer Service										
09/02/14	10/01/14		3	300						\$15.93
Garbage - Commercial										
09/12/14	10/13/14		0	402						\$25.34
FINAL NOTICE							PAY THIS AMOUNT			\$914.54
SERVICE ON UNPAID BILL IS SUBJECT TO CUT OFF IF NOT PAID AFTER 5 DAYS OF DUE DATE. NO OTHER NOTICES WILL BE SENT							DUE DATE	10/28/14	BILL IS DELINQUENT AFTER DUE DATE	
							PAY AFTER DUE DATE			\$932.00
Bill Type Codes							PLEASE BRING ENTIRE BILL WHEN PAYING IN PERSON			
0 Normal							CORRECTED CCR AVAILABLE UPON REQUEST			
1 Estimated							TO REQUEST A HARD COPY CALL OUR OFFICE @ 662-453-7234.			
2 Minimum Estimated										
3 Minimum										
4 Final										
5 Prorated										
7 Levelized										
Comparisons		This Month	Last Month	Last Year	Fees					
Billing Days		28	30	29	\$40.00 Reconnect Fee from 8:00 a.m. - 5:00 p.m.					
Electric Usage (KWH)		6588	11057	8329	\$140.00 Reconnect Fee after 5:00 p.m., weekend and holidays					
Water Usage (GAL x 1000)		32	35	38	\$30.00 Return Check Fee					

View and pay your bill online at www.greenwoodutilities.com.

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

MS09029B

GREENWOOD UTILITIES
PO BOX 866
GREENWOOD MS 38935-0866
Return Service Requested

Account Number	Due Date	Amount Due Now
12345	10/28/14	\$914.54
Phone Number	After Due Date Pay	Amount Paid
	\$932.00	



SNGLP



SAMPLE JOHN Q
1234 MAIN ST
GREENWOOD MS 38930-6114

1 1

GREENWOOD UTILITIES
PO BOX 866
GREENWOOD MS 38935-0866



Energy Savings Tips

- Set your household thermostat to 68° in the winter and 78° in the summer and keep air conditioner filters clean.
- Clean your refrigerator condenser every 3 months.
- Remember to turn off all appliances when not using them.
- Turn down the thermostat on your water heater to 110° - 120° and insulate it. Water heater jackets are available at local hardware outlets.

About 10% of your monthly electric bill goes to lighting your home. By replacing the standard incandescent lights with long lasting, energy-efficient compact fluorescent lights, you can save money and electricity while protecting the environment. Compact fluorescents use 75% less energy and can burn for 10,000 hours as compared to 750 hours, the average life of an incandescent.

Spare your electric range and oven by cooking meals in a toaster oven, slow cooker, or other energy-saving appliance. If you must use your oven, cook several dishes at once and turn it off a few minutes before the food is cooked.

- Ceiling fans used alone or along with an air conditioner can save on your air conditioner costs and work best in rooms with high ceilings.
- Use natural sunlight to light your home and warm up a room in the winter. In summer, use shades or drapes to keep your rooms cool.
- Shading your air conditioner unit not only saves energy, but helps lengthen the life of the unit. The shade provided by a tree or shrub eases the strain on an air conditioner unit. Just be sure not to block the air circulation necessary to run the machine efficiently.

General Information

Greenwood Utilities regular office hours are 8:00 a.m. to 5:00 p.m. Monday - Friday.

The office address is: 101 Wright Place
Greenwood, MS 38930

You will be billed each month for services provided to you. If you do not receive a statement in the mail, you are still expected to pay your full balance due.

Solid Waste services are collected for the city, questions should be directed to 662-455-7660.

Sewer services are collected for the city, questions should be directed to 662-455-7666.

Payment Information

Make payments using your credit card or electronic check! Pay online at www.greenwoodutilities.com. Please note that a convenience fee will be charged for these services. You can also pay in person at the following locations:

Wal-Mart Supercenter - 2200 Highway 82 West

Big Star Eastgate - 2606 Highway 82 East

(The merchants above charge a small convenience fee for this service.)

Bank drafts drawn 5 days after billing are available at no cost by completing the necessary authorization form available at Greenwood Utilities' office.

Greenwood Utilities also has a convenient drive-through cashier window with after-hours drop box and an additional drop box located in the median of our two drive-through lanes.

Explanation Of Terms

PCA - Power Cost Adjustment or Fuel Adjustment, an increase/decrease to the cost per KWH to reflect changing fuel costs and purchased power costs.

KWH - Kilowatts per hour. A kilowatt-hour is equal to 1,000 watts of power used for 1 hour.

Mgal - 1,000 gallons of water, the measurement used to read your water meter.

Energy (charge) - The amount you are charged based on your rate and KWH used.

Fixed Charge - A fixed or minimum charge for maintaining and reading the meter.

Days - The number of service days.

Rate - The rate classification of your meter.

Usage - The number of KWH or Mgal that you used this month.

Due Date - Your payment in full is expected on or before this date.

Service/Description - Services are provided to this address.

How To Read Your Meter

A typical water or electric meter has four or five dials, which are read left to right. Each dial represents a digit of your reading. The dials alternate in the direction in which they turn (one clockwise and the next counterclockwise). Only white dials are used to calculate billed usage. To read the dial, just choose the lower of the two numbers that the pointer is between. The reading of this meter is 48217.





City of Kings Mountain
Billing Department
101 W. Gold Street
PO Box 429
Kings Mountain, NC 28086
Phone: 704-734-4617
Fax: 704-734-4470
Website: www.cityofkm.com

Account Number	12345
Service Period	11/30/2016 to 12/31/2016
Bill Due Date By 5:00 PM	01/20/2017
Customer Name	JANE Q SAMPLE
Service Address	123 MAIN ST

Your temporary online password is: 000497337168

Service	Rate	Meter Number	Previous Reading	Current Reading	Multiplier	Consumption	Amount
Electric Charge	E10	1000111111	19713	20253	1	540	59.82
Gas Charge	RES03	97Y111111	588	657	1	69	69.11
Residential Landfill			0	0	0	0	9.54
Power Purchase Adjustment	E10	1000111111	19713	20253	1	540	2.16
Recycle Pickup			0	0	0	0	2.75
Residential Stormwater			0	0	0	0	2.50
Sewer Charge	S01	30111111	1479	1483	1	4	27.87
Electric State Taxes	E10	1000001111	0	0	1	0	4.19
Electric State Taxes	E10	1000001111	0	0	1	0	0.15
Gas State Taxes	RES03	97Y111111	0	0	1	0	4.84
Water Charge	W01	30111111	1479	1483	1	4	24.03

- Allow ample time for delivery before due date when mailing.
- Payment is not avoided by failure to receive bill.
- Outside depository (drive-thru) available after hours.
- Non-payment of this account will result in interruption of service

Prior Balance	Current Charges	Total Amount Due
9.54	206.96	216.50

Payment Terms

All utility bills are due and payable upon receipt. The customer has the responsibility of paying the bill by the 20th of each month before it is considered past due. If you feel this bill is incorrect, please contact Customer Service immediately upon receipt. If your bill reflects a past due amount, this does not extend the time for payment of any previous utility billing. An account is considered PAST DUE if payment has not been received by 5:00 p.m. on the 20th of each month. LATE PENALTY: A 1% per month, with a minimum of \$10.00 per month, late penalty will be added to any utility bill that is not paid by the 20th of each month. PROCESSING FEE: A \$50.00 processing fee will be added to the account if payment is not received by the last day of each month by 5:00 p.m. and utilities will be subject to disconnection without notice.

Return Check Charges: In accordance with NC Law (G.S. 25-3-512) a charge of \$25.00 per check will be charged to the account for each check returned.

UTILITY BILLS ARE DUE 01/20/2017 BY 5PM TO AVOID LATE CHARGES AND WILL NEED TO BE PAID BY 01/31/2017 BY 5PM TO AVOID DISCONNECTION OF UTILITIES AND A PROCESSING FEE OF \$50.00. THE NIGHT DEPOSIT BOX WILL BE LOCKED AT 5PM ON 01/31/2017 AND WILL REOPEN AT 8:30AM ON 02/01/2017. THE CITY WILL OBSERVE MONDAY, JANUARY 16, 2017 FOR MLK JR. HOLIDAY. GARBAGE PICKUP WILL BE ON A ONE DAY DELAY.

PLEASE DETACH AND RETURN BOTTOM PORTION IF PAYING BY MAIL.

NC277198



City of Kings Mountain
Billing Department
PO Box 429
Kings Mountain, NC 28086-0429
Return Service Requested

Account Number	Billing Date	Due Date
12345	01/05/2017	01/20/2017
Prior Balance	Current Charges	Total Amount Due
9.54	206.96	216.50

SNGLP



JANE Q SAMPLE
PO BOX 123
KINGS MTN NC 28086-0123

1 1

CITY OF KINGS MOUNTAIN
PO BOX 429
KINGS MOUNTAIN NC 28086-0429





Andalusia Utilities Board

505 East Three-Notch Street
Post Office Box 790
Andalusia, AL 36420
Phone 334-222-1332

Office Hours
Monday - Friday 8:00am - 5:00pm
Drive Thru Opens 7:30am
After Hours Emergency 334-222-1332
Closed Saturday-Sunday-Holidays

SERVICE PERIOD	LOCATION NUMBER	CUSTOMER NUMBER	SERVICE ADDRESS		DUE DATE
09/03/14 - 10/01/14	100109601	12345	1234 MAIN STREET		11/05/14
SERVICE	PREVIOUS READ	PRESENT READ	MULTIPLIER	USAGE	AMOUNT
Previous Amount Due					\$1,426.73
Payments Received					-\$1,426.73
Past Due Amount					\$0.00
Electric - Commercial	86114	92702	1	6588	\$717.26
Demand				47.640	\$0.00
1 175W DECORATIVE MH					\$13.51
1 100W HPS					\$32.35
Water - Commercial	56	57	1	1	\$18.59
Water - Sprinkler	180	211	1	31	\$91.56
Sewer - Sewer Service				1	\$15.93
Garbage - Commercial					\$25.34
			TOTAL DUE NOW		\$914.54
			AFTER DUE DATE PAY		\$932.00
MESSAGE CENTER					
FEES					
Reconnect Fee	\$40.00				
Reconnect Fee After Hours	\$60.00				
Returned Check Fee	\$32.00				
Questions concerning Garbage Fees or Garbage Schedule please call the Street Department 334-222-3316.					
DUE DATE APPLIES TO CURRENT CHARGES ONLY					
ANY PAST DUE BALANCES ARE SUBJECT TO DISCONNECTION, NO OTHER NOTICE WILL BE SENT					

PLEASE BRING IN ENTIRE BILL IF PAYING IN PERSON.

PLEASE DETACH AND RETURN LOWER PORTION WHEN PAYING BY MAIL.

AL04200R



ANDALUSIA UTILITIES
PO BOX 790
ANDALUSIA AL 36420-1215
Return Service Requested

LOCATION NUMBER	100109601
CUSTOMER NUMBER	12345
TOTAL DUE NOW	\$914.54
AFTER DUE DATE PAY	\$932.00
PROJECT SHARE CONTRIBUTION	

TOTAL REMITTANCE

SNGLP



SAMPLE JOHN Q
1234 MAIN ST
GREENWOOD MS 38930-6114

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ANDALUSIA UTILITIES
PO BOX 790
ANDALUSIA AL 36420-1215



0000285981

00012345000

00000091454

00000093200

8

Questions or Concerns

If you have questions about your bill or experience a service problem, please call the Utilities Board office at 334-222-1332. Our office hours are 8:00 a.m. to 5:00 p.m. Monday through Friday except for holidays.

After Hours Emergency Information

If you experience problems with your services after hours, please call 334-222-1332 and leave a message. A dispatcher will return your call.

Payment Policy

Each bill is due when rendered and shall become delinquent if not paid on or before the due date. Delinquent accounts will be charged a penalty in the amount of five percent (5%) of current billing. The due date applies to current billing only. After the due date, services may be terminated until the delinquent amount is paid in full. If your account is disconnected for nonpayment or returned check, payment of all charges (including current charges) will be required before service is restored. Failure to receive a bill does not void penalties for late payment and cut-off.

Payment Assistance

The Utilities Board accepts payment vouchers from Low-Income Home Energy Assistance Program (LIHEAP) and Red Cross. Please call our office if you need assistance in contacting these agencies.

Automatic Payment Plan

The Utilities Board accepts automatic payment drafts for bank accounts and credit cards. Payment by bank draft will be processed on the last business day before the due date on the bill. Visit our office to enroll in an automatic payment plan for bank accounts and credit cards.

To Pay By Credit Card

Credit Card Account Number _____

☐ VISA ☐ MasterCard

Expiration Date _____ / _____

V-Code _____ (3 Digits located on back of card)

I authorize the Utilities Board of Andalusia to charge my credit card for this one time charge of \$ _____

Signature _____

Address Change

To report a new 911 address or to change the address where you receive your mail, please enter the information below.

If your service address is changing, please visit our office at 505 East Three Notch Street.

☐ 911 Address Change ☐ Mailing Address Change

You may also pay your bill at 505 East Three Notch Street by walk-in, drive-thru window, or night depository.
Drive-thru hours are 7:30am - 5:00pm.



Abbeville
PUBLIC UTILITIES

306 Cambridge Street
PO Box 639
Abbeville SC 39620
Phone: (864) 366-5058
Office Hours: Mon - Fri 8:30 am - 5:00 pm
www.abbevilleutilities.com

Account Summary

Previous Balance	\$0.00
Current Charges	
Electric Charges	\$554.16
Water & Sewer	\$115.29
Other Services & Charges	\$31.00
Total Balance Due	\$700.45

Budget Billing Customers Only

Electric Services

Meter Information: 11/01/16 to 12/01/16 - 30 days

Meter	Previous Read	Current Read	Usage
12345698	91318	93180	1862
12345700	73246	74011	765

Area Lights	\$25.44
Area Lights	\$54.34
Area Lights	\$8.55
Commercial E	\$296.59
Commercial E	\$132.98
Sales Tax	\$36.26
Total Electric Charges	\$554.16

Water & Sewer

Meter Information: 11/01/16 to 12/01/16 - 30 days

Meter	Previous Read	Current Read	Usage
C275	3159	3162	3
C274	4107	4117	10

Water	\$22.69
Water	\$67.39
Total Water Charges	\$90.08
Sewer	\$25.21
Total Sewer Charges	\$25.21
Total Water and Sewer Charges	\$115.29

Other Services & Charges

SAN 6 YDS - SHARED \$31.00

History

This time last year:
Electric Usage: 2725
Water Usage: 3

Utility Statement

Customer Name	SAMPLE COMPANY
Account Number	111111.00 97
Service Address	399 FIRST AVE
Statement Date	December 30, 2016
Amount Due By 10 th	\$700.45
Amount Due After 10 th	\$700.45

New charges become past due if not paid by the 25th.

THIS BILL DOES NOT EXTEND TIME FOR PAYMENT FOR PAST DUE MONTHLY CHARGES.

All accounts are subject to a 5% penalty plus \$20.00 service charge and disconnection if not paid by the 25th.

FOR AFTER HOURS SERVICE OUTAGES PLEASE CALL (864) 366-5677

A Message From Abbeville Public Utilities

We will be closed January 2, 2017 to celebrate New Year's Day and we will be closed January 16, 2017 to remember and honor the life of Dr Martin Luther King Jr.

Please detach lower portion and remit with your payment. Please refer to the reverse side of this page for additional information and payment options.

SC28120X



Abbeville
PUBLIC UTILITIES

ABBEVILLE PUBLIC UTILITIES
PO BOX 639
ABBEVILLE SC 29620-0639

Address Service Requested

Account Number	111111.00 97
Billing Date	December 30, 2016
Due Date	Upon Receipt
Amount Due By 10 th	\$700.45
Amount Due After 10 th	\$700.45
Enter Amount Paid	

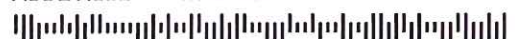
SNGLP



SAMPLE COMPANY
PO BOX 123
ABBEVILLE SC 29620-0123

1 1

ABBEVILLE PUBLIC UTILITIES
PO BOX 639
ABBEVILLE SC 29620-0639



Account Number	777-7777-77
Customer Name	SAMPLE, JOHN Q
Service Address	123 W FIRST AVE
Read Date	04/09/2015



City of Alcoa Utilities

PO Box 9610
Alcoa, TN 37701-9610
Office Hours: Mon-Fri 8:00 AM to 4:30 PM
Phone: 865-380-4700 - Fax 865-380-4723
www.cityofalcoa-tn.gov

FAILURE TO RECEIVE A BILL DOES NOT RELIEVE A CUSTOMER OF PAYMENT OR PENALTY

Service	Meter Number	Present Reading	Previous Reading	Estimated	Amount Used	Charges
ELECTRIC	95962169	88,137	87,582		555	62.75
WATER	98097511	11,462	11,434		28	14.08
SEWER					28	20.59
STORMWATER						4.00
HP LOANS						87.08
SALES TAX						1.37
TOTAL						227.08
TOTAL CHARGES						189.87

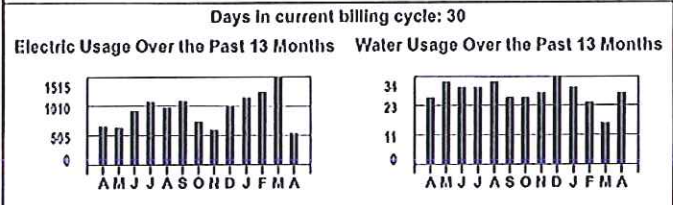
BUDGET BALANCE BEFORE BILL \$ 15.05
NEW BUDGET BALANCE \$ 204.92

* THIS STORMWATER FEE HAS BEEN MANDATED BY CONGRESS

Pay your bill online at www.cityofalcoa-tn.gov Your online password is 000497337168 Pay by Phone at 865-380-4890 - Choose Option 2	Balance Forward	Current Charges	AMOUNT DUE
		227.08	227.08

You are now able to view the City of Alcoa's Annual Water Quality Report on-line <http://www.cityofalcoa-tn.gov/2015waterqualityreport>. This report contains information about the source & quality of your drinking water. Call (865-380-4921) for paper copy mailed.

For all power outage related issues, call 865-380-4890



Should your bill reflect a previous balance, payment of the previous balance is due immediately. Failure to pay the previous balance may result in an interruption of service. Due date applies only to Current Bill.

PLEASE RETURN BOTTOM PORTION WITH PAYMENT

TN278798



City of Alcoa Utilities
PO Box 9610
Alcoa, TN 37701-9610
Return Service Requested

Account Number	777-7777-77
Amount Due	227.08
Current Charges Past Due After	05/11/2015
Late Fee on Current Charges	7.00
Total Amount Due If Paid Late	234.08

SNGLP



SAMPLE, JOHN Q
123 W SECOND AVE
ALCOA TN 37701

1 1

CITY OF ALCOA UTILITIES
PO BOX 9610
ALCOA TN 37701-9610





City Of New Bern - Payments
P.O. Box 63005
Charlotte, NC 28263
☎ 252-639-2750, M-F 8am to 5pm
🌐 www.newbern-nc.org

Access statements online

Account Statement printed 19-JAN-2017

ACCOUNT INFORMATION

Account Name: JOHN Q SAMPLE
Account Number: 222222-55555
Service Address: 123 MAIN AVE

📧 Your online password is 000497337168

Payments Since Last Statement: \$0.00
Previous Billed Charges Still Not Paid: \$96.09

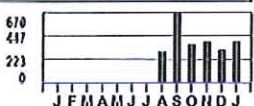
PAY IMMEDIATELY TO AVOID SERVICE INTERRUPTIONS

New Charges Since Last Statement: \$105.54
New Charges Become Past Due If Not Paid By: 09-FEB-2017

TOTAL AMOUNT DUE

\$201.63

PAST DUE AMOUNTS ARE DUE NOW. DO NOT WAIT UNTIL THE NEW CHARGES DUE DATE TO PAY

CHARGES SUMMARY		Service	Current	Prior	Amount	Days of	Charges	Usage History
Meter #		Rate/Description	Reading	Reading	Used	Service		
12/08/2016 - 01/09/2017 Avg Temp 45.3	2222222	Electric Residential Load Mgmt Water Heater	1449	1051	398	32	52.76 -5.00	
12/09/2016 - 01/10/2017	8888888	Water Sewer	184	184	0	32	21.62 14.75	
		Refuse Collection					11.75	
MISC. CHARGES & ADJUSTMENTS		Storm Water Utility Fee					1.58	
		Late Penalties					4.74	
		Electricity Sales & Use Tax					3.34	

Total Electric Charges Only
\$47.76
Since Prior Meter Reading

Visit <https://www.facebook.com/City-of-New-Bern-Department-of-Public-Utilities>

TURN OVER STATEMENT FOR HELPFUL INFORMATION AND WAYS TO PAY QUICKLY AND CONVENIENTLY.
PLEASE DETACH AND RETURN BOTTOM PORTION IF PAYING BY MAIL. BRING ENTIRE BILL IF PAYING IN PERSON.

NC29510R



Correspondence:
CITY OF NEW BERN
PO BOX 1710
NEW BERN NC 28563
Return Service Requested

09-FEB-2017

Account Number: 222222-55555

Previous Billed Charges Still Not Paid: \$96.09

PAY IMMEDIATELY TO AVOID SERVICE INTERRUPTIONS

Total Amount Due: \$201.63

☐ Check For Address Change On Back

PLEASE ENTER AMOUNT PAID

\$

Make Checks Payable and Mail to:

SNGLP



JOHN Q SAMPLE
123 MAIN AVE
NEW BERN NC 28562-4831

1 1

CITY OF NEW BERN - PAYMENTS
PO BOX 63005
CHARLOTTE NC 28263-3005



000222220055550000000201634

REFERENCES For Hagerstown MD:

Easton Utilities

Fred Christie
201 North Washington St
Easton, MD 21601
410-822-6110
fchristie@eucmail.com

Maryland Elect/Water/Gas/cable/internet bills 12,000 bills per month

City of Winston-Salem

Craig Shepard
PO Box 2511
Winston-Salem, NC 27102
336-747-6959
craigs@cityofws.org

North Carolina Water Bill Customer, 50,000 bills billing bi-monthly also tax bills

City of Martinsville

Joyce Durwin
Po box 1112
Martinsville, Va 24114
276-403-5175
jdurwin@ci.martinsville.va.us

Virginia Elect/Water/Sewer/Garbage 9,000 plus delq; Munis software

City of New Bern

Steve Anderson
PO Box 1129
New Bern, NC 28563
252-636-4070
Andersons@newbern-nc.org

North Carolina Multiple Bills Elect/Water/Sewer/ Customer 24,000 monthly; uses EBPP

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

Topic:

AFSCME 1540 Labor Contract - *Scott Nicewarner, Director of Technology and Support Services*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

201705111404.pdf

AFSCME_1540_CONTRACT_2017-2022.pdf

AFSCME_1540__Contract_2013_to_2016.pdf

Description

Cover Memo - AFSCME
1540 Collective Bargaining
Agreement

proposed contract effective
7/1/17

current contract due to
terminate 6/30/17



CITY OF HAGERSTOWN, MARYLAND

Human Resources
301.739.8577, Ext. 108

TO: Valerie Means, City Administrator

FROM: Karen Paulson, Director of Human Resources

DATE: May 10, 2017

RE: **AFSCME 1540 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 1540. This collective bargaining agreement was ratified by the union's membership on May 9, 2017. If Mayor and Council find the tentative agreement acceptable, it will be scheduled for formal approval during the Regular Session later this month. Mayor and Council adoption of this collective bargaining agreement is recommended. The list below summarizes the changing provisions. The current contract that is set to expire on June 30, 2017 as well as the proposed contract are attached for reference.

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) Parity Clause (Me Too Clause): The overly broad parity clause has been revised as such that it will only apply in instances that include across the board cost of living increases or one-time stipends to all employees in the other applicable employee group. The parity clause has also been revised as to remove IBEW and applies to wages only.

Current contract language: *"If any other employee group (IAFF Local 1605, IBEW Local 307, AFSCME 3373, or Non-Union) receive a wage scale or benefit enhancement in their new contract(s) the enhancements will be similarly shared with AFSCME Local 1540."*

PROPOSED LANGUAGE: *"If AFSCME Local 3373, IAFF Local 1605, and non-union employees receive an across the board (meaning all members of said group) COLA and/or one time stipend/bonus it will be shared equally with members of 1540. If local 1540 ratifies a contract with a specified across the board COLA and/or one-time stipend/bonus and the city chooses to pay other employee group(s) in another manner (ex. local 1540 receives a COLA and others receive a stipend/bonus), as long as the two increases are relatively equal, (ex. 1% as a COLA = 1% as a stipend/bonus) local 1540 cannot evoke this section. This section does not prevent the City from providing steps to any employee group as per their wage scale."*

3) Wages: Members continue to receive steps effective the first pay period following their anniversary date. Rates will increase as follows:

- Members will receive a 1% cost of living adjustment effective the first pay period after January 1, 2018.
- Members will receive a 1% cost of living increase the first pay period after July 1, 2018.
- The wage scale is modified to add a year 25 anniversary step also to be effective the first pay period after July 1, 2018. (currently the salary scale ends at year 19)
- Members will receive a 1% cost of living increase the first pay period after July 1, 2019.
- The final two years of wage adjustments will be determined through a wage reopener with negotiations to begin no later than February 1, 2020.

4) Healthcare: The union agreed to reduce the defined contribution stipend from \$400/mo. to \$350/mo. as agreed to and 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.

5) Holidays: The City agreed to pay employees 2x regular rate of pay for all hours worked if they are called in for unscheduled overtime or are on-call Thanksgiving Day or Christmas Day.

Minor provisions include:

Updating bereavement leave language to match personnel policy

Updating military leave provision to comply with law

Update temporary transfer language and remove "floater employee" language

Expand jury duty language for those on 2nd and 3rd shifts

Clarify seniority language when employee voluntarily separates employment

Remove personal day entitlement for employee hired after 12/1 of each year

City agrees to pay employees weekly (current practice)

Addition of step to the grievance procedure (City Administrator response)

Change from 3 to 5 days step 2 grievance response deadline

FMLA/extended absence clarification

Updated Compensatory time language to match prior MOU

Remove old sick leave phasedown language

Require 50% change in duties in order to meet the definition of a new job classification

The cost of the 1.0% wage increase to base wages for FY18 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).

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



*Effective 0001 hours Saturday, July 1, 2017
And shall continue in full force
And effect until 2400 hours on Tuesday, June 30, 2022*

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ARTICLE 1
PURPOSE

Section 1

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

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

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

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

Section 1 – Union Recognition

a) The Employer recognizes the Union, Local 1540, A.F.S.C.M.E., A.F.L.-C.I.O., as the exclusive collective bargaining agent of the employees covered by this Agreement, which shall include all employees of the City of Hagerstown, except for the following: uniformed members and detectives of the Police Department, uniformed members of the Fire Department, Light Department, the Human Resources Department, supervisory and administrative personnel, seasonal employees and Administrative Assistants to Department Managers for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment. The Union may represent temporary and seasonal employees who work more than seven months per calendar year and part-time employees who average more than thirty hours per week. In the event that such seasonal or part-time positions which exceed the time limits listed above are created, the City will meet with the Union to discuss wages and other terms of employment.

b) The employer agrees to furnish the Union with titles or classifications, rates of pay and job descriptions of all eligible employees. The Union agrees to furnish the City with a current copy of the Charter and Bylaws of both the Local Union and Council No. 67 of the A.F.S.C.M.E. Union.

Section 2 – Union Security

a) Agency Shop – Each employee who, on the effective date of this Agreement, is 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 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 a service fee equivalent to the amount of dues uniformly charged by the Union for membership. No Police Department employee hired prior to 7/01/81 is required to join the Union or pay a Service Fee, however, all Police Department employees hired subsequent to 7/01/81, or who become members subsequent to 7/01/81 shall, as a condition of employment, be required to join the Union or pay service fee equivalent to dues. Provisions of this Paragraph (a) of Section 2, shall not be applicable if membership in the Union is not available to the employee on the same terms and conditions generally applicable to other members.

b) Dues Deduction Authorization – The employer shall deduct, at each regular pay period, out of the current wages payable to each employee member of the Union who individually request, Union initiation fees and regular monthly membership dues or services fee, as certified in writing by the Treasurer of the Union, upon receipt of the duly executed payroll deduction authorization of the employee, which 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 which authorization shall be automatically renewed for successive twelve month periods unless revoked in writing to the employer within the fifteen (15) day period prior to the anniversary date of said authorization.

c) Enforcement of Union Security – The provisions of Article 2 Section 2, of the Agreement shall be subject to the grievance and arbitration procedures set forth in Article 3 of this Agreement.

- d) Union to Indemnify Employer – The Union shall indemnify and save the employer harmless of any and all claims, grievances, actions, suits, other forms of liability or damage that arise out of or by reason of any action taken by the employer for the purpose of complying with any provisions of Article 2, Section 2, and the Union assumes full responsibility for the disposition of the funds deducted under Paragraph (b) of this Section 2, as soon as they have been remitted by the employer to the Union.
- e) Strike Action Forbidden – The Union, its officers, agents, representatives and members shall not authorize, participate in, ratify or condone any strike, slowdown, or stoppage of work or other interference with or interruption of operations at any of the City's facilities.
- f) Lockouts Forbidden – The City of Hagerstown will not lock out any employee as a result of a labor dispute with the Union.
- g) AFSCME PEOPLE – The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 3
GRIEVANCES AND ARBITRATION PROCEDURE

Section 1

A grievance shall be considered to exist only when there is a disagreement involving the interpretation or application of this Agreement. No grievance or its settlement shall expand or modify this Agreement. The purpose of this grievance procedure is a sincere desire by both parties to settle grievances in the shortest time possible and at the lowest level possible as to foster efficiency and employee morale. Any grievance or dispute that may arise shall be settled in the following manner.

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

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

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

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

Step 5 - Final and binding arbitrations are limited to grievances arising out of the alleged violation or interpretation of a specific provision of this Agreement. If a grievance is still not resolved either party may, upon written notice to the other, request that the grievance be submitted to arbitration. Such request for arbitration must be made within ten (10) working days of the response. If, however, the grievance is not appealed to arbitration as provided for, the Step 3 answer shall be considered as a settlement of said grievance. The arbitrator shall be selected by obtaining a list of seven (7) individual Arbitrators from the Federal

Mediation and Conciliation Service within ten (10) working days of the receipt of written notice. Costs and expenses assessed by the arbitrator shall be shared equally by the parties. Each party shall pay for its own counsel.

Section 2

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

ARTICLE 4

UNION STEWARDS AND UNION REPRESENTATION

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

ARTICLE 5
DISCRIMINATION

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

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

ARTICLE 6

SENIORITY

Section 1

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

Section 2

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

Section 3

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

Section 3 A

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

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

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

Section 3B:

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

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

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

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

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

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

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

Section 4

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

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

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

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

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

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

Section 5

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

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

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

Section 6

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

Section 7

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

ARTICLE 7 HOLIDAYS

Section 1

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

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

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

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

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

Section 2

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

ARTICLE 8 VACATIONS

Section 1: Vacation allowances

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

Section 2: Vacation Carry-Over

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

Section 3: Computation of Vacation Pay

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

Section 4: Reimbursement of Reservation costs

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

Section 5: Vacation Pay in Advance of Vacation

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

Section 6: Payment for Work during Vacation Time

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

Section 7: Payment of Earned Vacation Upon Leaving City Employment

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

Section 8: Limitations on Use of Earned Vacation

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

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

Section 9: Vacation Preference

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

Section 10: Vacation Requests

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

ARTICLE 9

SICK LEAVE

Section 1 - Earning of Sick Leave

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

Section 2 - Use and Accumulation of Sick Leave

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

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

- b. Accumulation of Sick Leave: An employee may accumulate up to one hundred forty-five (145) days maximum sick leave. Twelve (12) days granted per year, as provided above in Section 1, may be accumulated to the 145-day maximum.
- c. An employee who does not use any sick leave days for the first six months of the calendar year, may convert one (1) sick day to vacation leave. An employee who completes the entire calendar year without using sick leave days may convert an additional three (3) days of sick leave to vacation leave. The days converted to vacation are not subject to the maximum vacation limitations. An exception to this would be that employees who use combined sick hours that total less than one full work day would still be eligible for sick leave to vacation conversion.
- d. **“Recording and Banking “Sick Leave in Excess of the Maximum That May be Accumulated:** The City also agrees to “record and bank” any sick leave that is granted and accumulated in excess of the 145-days maximum, as described above in subsection b. of this Section, and that is not sold back to the City pursuant to subsection c. of this Section. A maximum of 100 days may be “recorded and banked” in this manner. These days may be used as justification to the City Administrator, if it becomes necessary for an individual to petition the City Administrator for an extension of sick leave up to the duration of the sick leave that has been “recorded and banked”. These days may also be used as described below in Section 3.

Section 3 - Payment of Sick Leave: Retirement

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

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

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

Section 4 - Payment of Sick Leave: Leaving Employment

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

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

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

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

Section 6 - Absence to Attend Funeral of Union Member

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

Section 7 - Study Committee

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

ARTICLE 10

OTHER LEAVE

Section 1 - Bereavement Leave

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

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

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

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

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

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

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

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

Section 3 - Jury Duty

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

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

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

Section 4 - Employee Education

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

Section 5 – Union Business Leave

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

ARTICLE 11
MILITARY TRAINING LEAVE

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

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

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

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

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

ARTICLE 12

LEAVE OF ABSENCE

Section 1

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

Section 2

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

Section 3

Seniority shall accumulate during all leaves of absence. Employees shall be returned to the position they held at the time the leave of absence was requested, seniority permitting. However, if an employee is returning from an educational leave during which the employee has acquired the qualifications for a higher rated position, the employee may be returned to the higher rated position under the following conditions: the position became or remained open during the employee's leave and it is still open at the time the employee returns from leave and the employee requests assignment to the higher rated position within ten (10) days after returning from an educational leave, and the employee has greater seniority than other qualified employees requesting assignment to the position.

ARTICLE 13

HOURS OF WORK

Section 1

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

Section 2

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

Section 3

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

Section 4

Eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time.

Section 5

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

Section 6

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

Section 7

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

Section 8

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

Section 9

Employees working in continuous operations shall have permanent shifts, shift selection to be made every six (6) months, based on seniority in the job description and ability needed to staff each shift. At least 60% of the duties/functions on a job description must change in order for it to be declared a new job description. In the case where two (2) or more people have the same starting date in the job description, their shift selection will be based on their city seniority; if they have the same city seniority then the employee City I.D. number will decide, going from lowest to the highest City I.D. number.

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

ARTICLE 14

OVERTIME

Section 1

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

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

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

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

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

Section 2 - Overtime (Including Compensatory Time)

Overtime assignment shall be distributed equally to employees working within the same job classification within the department. An overtime assignment shall be offered to the employee who has the fewest number of overtime hours to his/her credit, according to the over-time rotation list which shall be reviewed and updated on a weekly basis. If the employee either does not accept the hours or cannot be reached by telephone, the employee next on the list will be offered the assignment, provided however, if a sufficient number of employees does not agree, or is not available, to perform the assignment, the City shall draft the remaining number of employees needed, beginning with the least senior employee or employees in the job classification, and provided further, that in an emergency, the City may obtain sufficient additional employees needed to complete the work from any available source. A record of the overtime hours offered each employee shall be posted on the department bulletin board monthly.

No disciplinary action may be taken against any employee who declines to work over-time in any non-emergency situation, except he/she shall be posted, without pay, for the number of hours overtime equivalent to that which he/she would have worked but refused. A written exemption prepared by the employee and approved by the Department Head will exempt the employee from overtime.

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

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

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

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

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

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

Section 3

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

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

ARTICLE 15
SAFETY AND HEALTH

Section 1 - Safe and Healthy Working Conditions

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

Section 2 - Safety Committee

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

ARTICLE 16
BULLETIN BOARDS

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

ARTICLE 17

HEALTH AND WELFARE

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

Employee/Retiree Healthcare Benefits

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

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

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

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

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

Retiree Healthcare Eligibility

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

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

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

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

At the time of retirement, 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.

Eligible Retiree Healthcare Benefits

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

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

Job-Related Death or Job-Related Disability

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

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

Life Insurance

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

Employee Assistance Program

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

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

ARTICLE 18
VISITATION

Officers or accredited representatives of the Union shall, upon request by the Union, be admitted to the property of the Employer during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances. As a matter of courtesy, each Union representative's shall notify the Department Manager on visitations.

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

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

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

ARTICLE 19
WORKING CONDITIONS

Uniforms and Protective Clothing

If an employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing or protective device shall be furnished without cost to the employee by the Employer; the cost of maintaining the uniform or protective clothing in proper working condition shall be paid by the Employer. Effective with this contract, Central Maintenance Garage mechanics will be among those employees required to wear uniforms.

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

The City shall provide \$60 per fiscal year for summer coveralls and \$140 every two years for winter gear (i.e. coveralls, coat, gloves, snow boots, boot liners, winter pants, and winter socks) to field and plant. Funding provided is specifically to be utilized for approved uniforms and protective clothing. Unspent funds revert to departments.

The City will provide up to, but not more than \$140 per fiscal year to all employees whose position requires the wearing of safety shoes. In addition, Department Manager may authorize boot replacements given extenuating and rare circumstances. Funding provided is specifically to be utilized for approved uniforms and protective clothing. Unspent funds revert to departments.

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

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

ARTICLE 20

RATES

Section 1

The City will pay all employees weekly.

Section 2

Employees on continuous operations shall receive the following shift differentials:

- Second Shift – 0.90 cents per hour
- Third Shift – 1.00 dollar per hour

Section 3

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

Section 4

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

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

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

ARTICLE 21
RETIREMENT

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

ARTICLE 22
CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK

During the term of this Agreement, the Employer shall not contract out or subcontract any public work presently performed by employees covered by this Agreement that would cause displacement.

ARTICLE 23

DISCIPLINE AND DISCHARGE

Section 1

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

Section 2

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

Section 3

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

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

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

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

ARTICLE 24
DURATION OF AGREEMENT

This Agreement shall become effective as of 12:01 A.M., Saturday, July 1, 2017 and shall continue in full force and effect until 12:00 A.M. Tuesday, June 30, 2022.

AFSCME Local 1540 and the City of Hagerstown agree to a reopener on wages only, to be effective for the 4th and 5th year of the contract. Bargaining for this reopener shall commence no later than February 1, 2020.

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

This Agreement incorporates the entire understanding of the parties with respect to personnel policies and all matters affecting conditions of employment. It is further understood that this Agreement can only be added to, amended or modified by a document in writing, signed on behalf of the parties hereto by their duly authorized officers and representatives.

ARTICLE 25
TRAINING PROGRAM

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

ARTICLE 26
INVALIDATION

Should any Article, Section or Portion thereof, of this Agreement be held unlawful and unenforceable by any Court of Competent Jurisdiction, such decision of the Court shall apply only to the specific Article, Section or Portion thereof directly specified in the decision, provided, however, that upon such a decision, the parties agree, as soon as practical, to negotiate a substitute for the invalidated Article, Section or Portion thereof.

ARTICLE 27
CHANGES TO JOB DESCRIPTIONS REQUIRING
JOB EVALUATIONS AND REVIEW

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

NOTES

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

MISCELLANEOUS

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

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized representatives this 23rd day of May, 2017.

FOR THE UNION:

Carroll E. Braun, Staff Representative

Mike Hanlon, Union President

Boyd "Chip" Cook, Union Representative

Donald Miller, Union Representative

Mary Ann Grubbs, Union Representative

Vince Burger, Union Representative

FOR THE CITY:

Robert E. Bruchey II, Mayor

Kristin B. Aleshire, Councilmember

Emily N. Keller, Councilmember

Lewis C. Metzner, Councilmember

Donald F. Munson, Councilmember

Paul D. Corderman, Councilmember

APPENDIX A**AFSCME 1540 WAGE SCALE**
July 3, 2017 – December 31, 2017

GRADES	YEAR ONE	YEAR TWO	YEAR THREE	YEAR NINE	YEAR FOURTEEN	YEAR NINETEEN
03	\$ 13.50	\$14.12	\$ 16.46	\$17.97	\$ 18.40	\$18.90
04	13.81	14.76	17.20	18.78	19.22	19.75
05	14.27	15.40	18.05	19.68	20.18	20.70
06	14.77	16.14	18.92	20.57	21.10	21.68
07	15.70	16.88	19.79	21.60	22.14	22.71
08	16.41	17.65	20.70	22.59	23.16	23.76
09	17.27	18.56	21.74	23.68	24.34	24.93
10	18.14	19.51	22.80	24.89	25.54	26.18
11	18.97	20.40	23.85	26.03	26.71	27.40
12	19.92	21.41	25.04	27.31	28.04	28.77
13	22.66	24.36	26.19	28.57	29.35	30.12
14	23.71	25.48	27.41	29.90	30.71	31.51

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

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

APPENDIX B**AFSCME 1540 WAGE SCALE**

January 1, 2018 – July 1, 2018

GRADES	YEAR ONE	YEAR TWO	YEAR THREE	YEAR NINE	YEAR FOURTEEN	YEAR NINETEEN
03	\$ 13.64	\$ 14.26	\$ 16.63	\$ 18.15	\$ 18.58	\$ 19.09
04	13.95	14.90	17.37	18.97	19.41	19.95
05	14.41	15.56	18.24	19.87	20.38	20.90
06	14.91	16.30	19.11	20.78	21.31	21.90
07	15.86	17.05	19.99	21.82	22.37	22.94
08	16.57	17.83	20.90	22.82	23.40	23.99
09	17.45	18.75	21.96	23.92	24.58	25.18
10	18.32	19.71	23.03	25.14	25.79	26.44
11	19.11	20.60	24.09	26.30	26.98	27.67
12	20.12	21.62	25.29	27.58	28.32	29.06
13	22.89	24.60	26.45	28.86	29.64	30.42
14	23.94	25.74	27.68	30.20	31.02	31.82

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

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

APPENDIX C**AFSCME 1540 WAGE SCALE**

July 2, 2018 – June 30, 2019

	YEAR ONE	YEAR TWO	YEAR THREE	YEAR NINE	YEAR FOURTEEN	YEAR NINETEEN	YEAR TWENTY FIVE
03	\$ 13.78	\$ 14.40	\$ 16.80	\$ 18.33	\$ 18.77	\$ 19.28	\$ 19.78
04	14.09	15.05	17.54	19.16	19.60	20.15	20.67
05	14.55	15.72	18.42	20.07	20.58	21.11	21.66
06	15.06	16.46	19.30	20.99	21.52	22.12	22.69
07	16.02	17.22	20.19	22.04	22.59	23.17	23.78
08	16.74	18.01	21.11	23.05	23.63	24.23	24.87
09	17.62	18.94	22.18	24.16	24.83	25.43	26.10
10	18.50	19.91	23.26	25.39	26.05	26.70	27.40
11	19.35	20.81	24.33	26.56	27.25	27.95	28.67
12	20.32	21.84	25.54	27.86	28.60	29.35	30.12
13	23.12	24.85	26.71	29.15	29.94	30.72	31.52
14	24.18	26.00	27.96	30.50	31.33	32.14	32.98

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

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

APPENDIX D**AFSCME 1540 WAGE SCALE**

July 1, 2019 – June 28, 2020

GRADES	YEAR ONE	YEAR TWO	YEAR THREE	YEAR NINE	YEAR FOURTEEN	YEAR NINETEEN	YEAR TWENTY FIVE
03	\$ 13.92	\$ 14.54	\$ 16.97	\$ 18.51	\$ 18.96	\$ 19.47	\$ 19.98
04	14.23	15.20	17.72	19.35	19.80	20.35	20.88
05	14.70	15.88	18.60	20.27	20.79	21.32	21.88
06	15.21	16.62	19.49	21.20	21.74	22.34	22.92
07	16.18	17.39	20.39	22.26	22.82	23.40	24.02
08	16.91	18.19	21.32	23.28	23.87	24.47	25.12
09	17.80	19.13	22.40	24.40	25.08	25.68	26.36
10	18.69	20.11	23.49	25.64	26.31	26.97	27.67
11	19.54	21.02	24.57	26.83	27.52	28.23	28.96
12	20.52	22.06	25.80	28.14	28.89	29.64	30.42
13	23.35	25.10	26.98	29.44	30.24	31.03	31.84
14	24.42	26.26	28.24	30.81	31.64	32.46	33.31

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

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

Wage openers for contract year 2020 and 2021.

Negotiations to begin no later than February 1, 2020.

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



*Effective 0001 hours Thursday, August 1, 2013
And shall continue in full force
And effect until 2400 hours on Thursday, June 30, 2016*

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ARTICLE 1
PURPOSE

Section 1

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

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

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

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

Section 1 – Union Recognition

a) The Employer recognizes the Union, Local 1540, A.F.S.C.M.E., A.F.L.-C.I.O., as the exclusive collective bargaining agent of the employees covered by this Agreement, which shall include all employees of the City of Hagerstown, except for the following: uniformed members and detectives of the Police Department, uniformed members of the Fire Department, Light Department, the Human Resources Department, supervisory and administrative personnel, seasonal employees and Administrative Assistants to Department Managers for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment. The Union may represent temporary and seasonal employees who work more than seven months per calendar year and part-time employees who average more than thirty hours per week. In the event that such seasonal or part-time positions which exceed the time limits listed above are created, the City will meet with the Union to discuss wages and other terms of employment.

b) The employer agrees to furnish the Union with titles or classifications, rates of pay and job descriptions of all eligible employees. The Union agrees to furnish the City with a current copy of the Charter and Bylaws of both the Local Union and Council No. 67 of the A.F.S.C.M.E. Union.

Section 2 – Union Security

a) Agency Shop – Each employee who, on the effective date of this Agreement, is 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 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 a service fee equivalent to the amount of dues uniformly charged by the Union for membership. No Police Department employee hired prior to 7/01/81 is required to join the Union or pay a Service Fee, however, all Police Department employees hired subsequent to 7/01/81, or who become members subsequent to 7/01/81 shall, as a condition of employment, be required to join the Union or pay service fee equivalent to dues. Provisions of this Paragraph (a) of Section 2, shall not be applicable if membership in the Union is not available to the employee on the same terms and conditions generally applicable to other members.

b) Dues Deduction Authorization – The employer shall deduct, at each regular pay period, out of the current wages payable to each employee member of the Union who individually request, Union initiation fees and regular monthly membership dues or services fee, as certified in writing by the Treasurer of the Union, upon receipt of the duly executed payroll deduction authorization of the employee, which 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 which authorization shall be automatically renewed for successive twelve month periods unless revoked in writing to the employer within the fifteen (15) day period prior to the anniversary date of said authorization.

c) Enforcement of Union Security – The provisions of Article 2 Section 2, of the Agreement shall be subject to the grievance and arbitration procedures set forth in Article 3 of this Agreement.

- d) Union to Indemnify Employer – The Union shall indemnify and save the employer harmless of any and all claims, grievances, actions, suits, other forms of liability or damage that arise out of or by reason of any action taken by the employer for the purpose of complying with any provisions of Article 2, Section 2, and the Union assumes full responsibility for the disposition of the funds deducted under Paragraph (b) of this Section 2, as soon as they have been remitted by the employer to the Union.
- e) Strike Action Forbidden – The Union, its officers, agents, representatives and members shall not authorize, participate in, ratify or condone any strike, slowdown, or stoppage of work or other interference with or interruption of operations at any of the City's facilities.
- f) Lockouts Forbidden – The City of Hagerstown will not lock out any employee as a result of a labor dispute with the Union.
- g) AFSCME PEOPLE – The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 3

GRIEVANCES AND ARBITRATION PROCEDURE

Section 1

A grievance shall be considered to exist only when there is a disagreement involving the interpretation or application of this Agreement. No grievance or its settlement shall expand or modify this Agreement. The purpose of this grievance procedure is a sincere desire by both parties to settle grievances in the shortest time possible and at the lowest level possible as to foster efficiency and employee morale. Any grievance or dispute that may arise shall be settled in the following manner.

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

Step 2 - If, after a thorough discussion with the immediate supervisor, the grievance has not been satisfactorily resolved, the Union Steward and the President of Local Union, or Chief Steward, and the aggrieved employee shall, after written appeal, discuss the grievance with the Department/Division Manager, within five (5) working days after the immediate supervisor response is due. The Department/Division Manager shall respond in writing within three (3) working days to the Union President, the grieving employee, and the Chief Shop Steward. If the City does not answer within five (5) working days, Union may appeal to the next step.

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

Step 4 - Final and binding arbitrations are limited to grievances arising out of the alleged violation or interpretation of a specific provision of this Agreement. If a grievance is still not resolved either party may, upon written notice to the other, request that the grievance be submitted to arbitration. Such request for arbitration must be made within ten (10) working days of the response. If, however, the grievance is not appealed to arbitration as provided for, the Step 3 answer shall be considered as a settlement of said grievance. The arbitrator shall be selected by obtaining a list of seven (7) individual Arbitrators from the Federal Mediation and Conciliation Service within ten (10) working days of the receipt of written notice. Costs and expenses assessed by the arbitrator shall be shared equally by the parties. Each party shall pay for its own counsel.

Section 2

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

ARTICLE 4
UNION STEWARDS AND UNION REPRESENTATION

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

ARTICLE 5
DISCRIMINATION

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

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

ARTICLE 6

SENIORITY

Section 1

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

Section 2

An employee shall lose his/her seniority upon voluntary resignation from employment. While on inactive status, the normal benefits which he/she earns by working, i.e. holidays, vacation, sick leave, are frozen at their existing levels.

Section 3

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

Section 3 A

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

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

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

Section 3B:

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

In the case of workforce reduction or the elimination of position(s), City seniority shall govern, when qualifications and ability are equal. Job eliminations or reductions will begin in the department(s) identified by the City. A Union representative will be available for an employee during a meeting regarding their position elimination. The most senior member of Local 1540's employees scheduled for lay-off or job elimination will have the first opportunity to bump into any Local 1540 filled position or vacancy the City decides to post and fill. The employee exercising bumping rights must meet all minimum/entry level criteria listed on the job description, (education, experience, licenses, and certifications, and mental and physical requirements.) They must also demonstrate their ability to perform the work, as measured by a written and/or demonstrated by a hands-on performance test to enter the position. A minimum passing score of 70% will be required. Each employee scheduled for lay-off or job elimination may within eight (8) working days notice of the elimination or lay-off, claim any AFSCME 1540 position which is occupied by an employee with less City seniority (hire date). Only AFSCME 1540 members can bump into AFSCME 1540 positions. If the employee fails to perform the functions of the position within the thirty (30) day

probation period by demonstrating the ability to perform the skills required for that position, then the employee forfeits any additional bumping rights and could be laid off with recall rights.

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

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

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

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

Section 4

The Employer may make temporary transfer of employees to positions other than those they normally perform in order to meet the requirements of the operation of the City. These temporary transfers may be within the same division within a City Department or may be temporary transfers of personnel from one department to another department. In order to be considered a transfer under this Section, 1 hour per day must be required to be worked in the other position.

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

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

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

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

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

Section 5

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

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

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

Section 6

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

Section 7

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

ARTICLE 7 HOLIDAYS

Section 1

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

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

- a) One and one-half times the regular rate for all hours worked on a holiday which occurs during the first five (5) days of their work week.

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

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

Section 2

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

ARTICLE 8 VACATIONS

Section 1: Vacation allowances

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

Section 2: Vacation Carry-Over

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

Section 3: Computation of Vacation Pay

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

Section 4: Reimbursement of Reservation costs

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

Section 5: Vacation Pay in Advance of Vacation

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

Section 6: Payment for Work during Vacation Time

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

Section 7: Payment of Earned Vacation Upon Leaving City Employment

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

Section 8: Limitations on Use of Earned Vacation

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

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

Section 9: Vacation Preference

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

Section 10: Vacation Requests

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

ARTICLE 9

SICK LEAVE

Section 1 - Earning of Sick Leave

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

Section 2 - Use and Accumulation of Sick Leave

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

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

- b. Accumulation of Sick Leave: An employee may accumulate up to one hundred forty-five (145) days maximum sick leave. Twelve (12) days granted per year, as provided above in Section 1, may be accumulated to the 145-day maximum.
- c. An employee who does not use any sick leave days for the first six months of the calendar year, may convert one (1) sick day to vacation leave. An employee who completes the entire calendar year without using sick leave days may convert an additional three (3) days of sick leave to vacation leave. The days converted to vacation are not subject to the maximum vacation limitations. An exception to this would be that employees who use combined sick hours that total less than one full work day would still be eligible for sick leave to vacation conversion.
- d. **“Recording and Banking “Sick Leave in Excess of the Maximum That May be Accumulated:** The City also agrees to “record and bank” any sick leave that is granted and accumulated in excess of the 145-days maximum, as described above in subsection b. of this Section, and that is not sold back to the City pursuant to subsection c. of this Section. A maximum of 100 days may be “recorded and banked” in this manner. These days may be used as justification to the City Administrator, if it becomes necessary for an individual to petition the City Administrator for an extension of sick leave up to the duration of the sick leave that has been “recorded and banked”. These days may also be used as described below in Section 3.

Section 3 - Payment of Sick Leave: Retirement

When an employee retires he/she is paid the total amount of his/her accumulated sick leave from his/her "active" sick leave balance. ("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). Payment for accumulated sick leave will be based on –

- Prior to Aug. 1, 2011, 100% of the employee's straight time pay rate at the time of the payment.
- Beginning Aug. 1, 2011, 80% of the employee's straight time pay rate at the time of the payment.
*
- Beginning July 1, 2012, 70% of the employee's straight time pay rate at the time of the payment. *
- Beginning July 1, 2013, 60% of the employee's straight time pay rate at the time of the payment. *
- Beginning July 1, 2015, 50% of the employee's straight time pay rate at the time of the payment. *
- Beginning July 1, 2016, 40% of the employee's straight time pay rate at the time of the payment. *
- Beginning July 1, 2017, the maximum payout for unused sick leave is capped at \$12,000.

* If the reduction by percentage results in a payout of less than \$12,000 the employee will only be reduced to the \$12,000 cap.

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

Section 4 - Payment of Sick Leave: Leaving Employment

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

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

Section 5 - Extended Absence Caused by Illness or Injury

If an employee has exhausted all sick leave that has been accumulated in accordance with subsection b. of Section 2, and further, if the employee has sought and been granted use of additional sick leave that has been accumulated in accordance with subsection d. of Section 2, the employee may use all unused accumulated vacation time for any continuing absence caused by illness or injury. 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 file pursuant to the grievance procedure in the applicable collective bargaining agreement.

Section 6 - Absence to Attend Funeral of Union Member

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

Section 7 - Study Committee

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

ARTICLE 10

OTHER LEAVE

Section 1 - Bereavement Leave

All employees covered by this Agreement shall be granted three (3) consecutive working days off with pay for a death in the employee's immediate family to attend the services. The immediate family shall be construed to mean one of the following: Husband, Wife, Children, Parents, Brothers, Sisters, Grandparents, Grandchildren, Mother-in-Law, Father-in-Law, Step-Father, Step-Mother, and Step-Children. The time off allowed in the case of death in the employee's immediate family shall not be chargeable to either sick leave or vacation time. If additional time is necessary, it shall be granted upon justification to the employee's supervisor. In the event of the death of the employee's Brother-in-Law or Sister-in-Law, the employee shall be granted one (1) day sick leave to attend the services.

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

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

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

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

Section 3 - Jury Duty

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

Section 4 - Employee Education

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

Section 5

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

ARTICLE 11
MILITARY TRAINING LEAVE

Leave for 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 time or annual leave, during which he/she is engaged in the performance of their official duty or training pursuant to appropriate order. While on such leave the employee shall be paid his/her straight time rate, less his/her full military pay which would include his/her pay and any stipends received.

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 military training or duty, the employee must provide to the Human Resources Department and to his /her Department Head a certification from his/her Commanding Officer confirming the he/she has performed his/her training or duties in accordance with the terms of the order.
- 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.

An employee that volunteers for active duty will be limited to this benefit once every two years. An employee that is called to active duty (non-volunteer) will be provided this benefit each time each time they are called to active service

ARTICLE 12

LEAVE OF ABSENCE

Section 1

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

Section 2

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

Section 3

Seniority shall accumulate during all leaves of absence. Employees shall be returned to the position they held at the time the leave of absence was requested, seniority permitting. However, if an employee is returning from an educational leave during which the employee has acquired the qualifications for a higher rated position, the employee may be returned to the higher rated position under the following conditions: the position became or remained open during the employee's leave and it is still open at the time the employee returns from leave and the employee requests assignment to the higher rated position within ten (10) days after returning from an educational leave, and the employee has greater seniority than other qualified employees requesting assignment to the position.

ARTICLE 13

HOURS OF WORK

Section 1

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

Section 2

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

Section 3

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

Section 4

Eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time.

Section 5

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

Section 6

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

Section 7

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

Section 8

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

Section 9

Employees working in continuous operations shall have permanent shifts, shift selection to be made every six (6) months, based on seniority in the job description and ability needed to staff each shift. At least 60% of the duties/functions on a job description must change in order for it to be declared a new job description. In the case where two (2) or more people have the same starting date in the job description, their shift selection will be based on their city seniority; if they have the same city seniority then the employee City I.D. number will decide, going from lowest to the highest City I.D. number.

The Union agrees to allow two positions at the RC Wilson Water Plant and the Wastewater Treatment Plant to serve as a “floater(s).” A floater shall be assigned a permanent shift and schedule with the understanding that they will be required to work on other shifts if given a 48 hour notice. Overtime will only be paid for non-regular shift work if the non-regular shift requires the employee to work more than eight consecutive hours or if the shift work meets one of the conditions in Article 15, Section 1.

Each floater will be assigned no more than one (1) shift change per work week. A shift change may be for one to five days. Other operational personnel may be assigned to other shifts with seven (7) days notice and if the transfer is for a minimum of five (5) consecutive shifts and may not exceed 30 consecutive shifts per 6 months and may not be bumped consecutively provided no floater is available. The floater position(s) shall be filled by a fully certified employee (if available) and selected during the normal shift selection and bidding process.

ARTICLE 14

OVERTIME

Section 1

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

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

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

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

The premium portion of overtime (i.e. pay in excess of one and one half (1 ½) times their regular rate of pay for overtime work) may not be accumulated as compensatory time.

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

Section 2 - Overtime (Including Compensatory Time)

Overtime assignment shall be distributed equally to employees working within the same job classification within the department. An overtime assignment shall be offered to the employee who has the fewest number of overtime hours to his/her credit, according to the over-time rotation list which shall be reviewed and updated on a weekly basis. If the employee either does not accept the hours or cannot be reached by telephone, the employee next on the list will be offered the assignment, provided however, if a sufficient number of employees does not agree, or is not available, to perform the assignment, the City shall draft the remaining number of employees needed, beginning with the least senior employee or employees in the job classification, and provided further, that in an emergency, the City may obtain sufficient additional employees needed to complete the work from any available source. A record of the overtime hours offered each employee shall be posted on the department bulletin board monthly.

No disciplinary action may be taken against any employee who declines to work over-time in any non-emergency situation, except he/she shall be posted, without pay, for the number of hours overtime equivalent to that which he/she would have worked but refused. A written exemption prepared by the employee and approved by the Department Head will exempt the employee from overtime.

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

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

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

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

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

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

Section 3

Compensatory time may be accumulated to a maximum amount of one hundred and twenty (120) hours. An employee may carry forty (40) hours of compensatory time into a new calendar year. Use of compensatory will be by agreement between the employee and his/her supervisor. During the month of December of each year, any employee who has accrued compensatory time may obtain pay for such hours. Such employees may elect to have such pay, less applicable payroll taxes, transferred to their deferred compensation accounts.

The premium portion of overtime (i.e., pay in excess of one and one-half times the regular rate of pay for overtime work) may not be accumulated as compensatory time.

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

ARTICLE 15
SAFETY AND HEALTH

Section 1 - Safe and Healthy Working Conditions

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

Section 2 - Safety Committee

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

ARTICLE 16
BULLETIN BOARDS

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

ARTICLE 17

HEALTH AND WELFARE

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

Employee/Retiree Healthcare Benefits

For the term of this contract there will be no change in employee or retiree premiums for health care benefits.

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

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

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

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

Retiree Healthcare Eligibility

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

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

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

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

At the time of retirement, 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.

Eligible Retiree Healthcare Benefits

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

For retirees and their spouses who are eligible for the City's health insurance coverage prior to the employee's retirement from the City; and who are eligible for Medicare, a defined contribution stipend of \$400 per month will be provided by the City. They may choose to use this stipend to help to purchase the City's Medicare Supplemental Plan or they may choose to purchase coverage from another insurance provider. If they choose to purchase coverage from another insurance provider, their stipend will be deposited into a Health Reimbursement Account and they can apply for reimbursement from their account for any premiums or out of pocket costs. Only those retirees or their spouses over 65 who are already participating in the City's health insurance program are eligible for the Health Reimbursement Account (HRA) option.

Job-Related Death or Job-Related Disability

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

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

Life Insurance

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

Employee Assistance Program

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

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

ARTICLE 18
VISITATION

Officers or accredited representatives of the Union shall, upon request by the Union, be admitted to the property of the Employer during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances. As a matter of courtesy, each Union representative's shall notify the Department Manager on visitations.

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

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

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

ARTICLE 19
WORKING CONDITIONS

Uniforms and Protective Clothing

If an employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing or protective device shall be furnished without cost to the employee by the Employer; the cost of maintaining the uniform or protective clothing in proper working condition shall be paid by the Employer. Effective with this contract, Central Maintenance Garage mechanics will be among those employees required to wear uniforms.

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

The City shall provide \$40 per fiscal year for summer coveralls and \$100 every two years for winter coveralls to field and plant. Funding provided is specifically to be utilized for approved uniforms and protective clothing. Unspent funds revert to departments.

The City will provide up to, but not more than \$110 per fiscal year to all employees whose position requires the wearing of safety shoes. In addition, Department Manager may authorize boot replacements given extenuating and rare circumstances. Funding provided is specifically to be utilized for approved uniforms and protective clothing. Unspent funds revert to departments.

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

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

ARTICLE 20

RATES

Section 1

The City will maintain the option to pay all employees bi-weekly, upon at least a 30 day written notice to AFSCME Local 1540.

Section 2

Employees on continuous operations shall receive the following shift differentials:

Second Shift – 70 cents per hour

Third Shift – 80 cents per hour

Section 3

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

Section 4

If any other full time employee group (IAFF Local 1605, IBEW Local 307, AFSCME Local 3373, or Non-Union) receive a wage scale or benefit enhancement in their new contract(s) the enhancements will be similarly shared with AFSCME Local 1540.

ARTICLE 21
RETIREMENT

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

ARTICLE 22
CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK

During the term of this Agreement, the Employer shall not contract out or subcontract any public work presently performed by employees covered by this Agreement that would cause displacement.

ARTICLE 23

DISCIPLINE AND DISCHARGE

Section 1

Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension, demotion, and discharge. Written notification shall be required for suspension, demotion and discharge. Disciplinary action may be imposed upon an employee only for failing to fulfill adequately his/her responsibilities as an employee or for other proper cause. Union and employee must be notified of initiation of disciplinary action or start of investigation and what the work rule is that may have been violated of such within five (5) working days of discovery of the cause of such action. Other work rules may be added later if violations have been found during the course of the investigation an investigation and disciplinary action shall be completed within 45 calendar days, unless mutually extended. Upon written notification of an investigation, the City will not call for a hearing or make a decision for a minimum of ten (10) calendar days unless mutually agreed upon. Any disciplinary action or measures imposed upon any employee may be processed as a grievance through the regular grievance procedure. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before any other employees or the public.

Section 2

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

Section 3

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

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

A serious offense (4-5 point) violation will be removed from the employees personnel file upon written request (by the employee) after a period of three (3) years but may be archived (not in active personnel file) indefinitely provided the employee does not have any other work rule violation or disciplinary action during that same three (3) year period.

ARTICLE 24
DURATION OF AGREEMENT

This Agreement shall become effective as of 12:01 A.M., Thursday, August 1, 2013 and shall continue in full force and effect until 12:00 A.M. Thursday, July 30, 2016.

AFSCME Local 1540 and the City of Hagerstown agree to a reopener on wages and benefits only, to be effective for the 2nd and 3rd year of the contract. Bargaining for this reopener shall commence no later than March 15, 2014. The results of the reopener shall be effective July 1, 2014.

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

This Agreement incorporates the entire understanding of the parties with respect to personnel policies and all matters affecting conditions of employment. It is further understood that this Agreement can only be added to, amended or modified by a document in writing, signed on behalf of the parties hereto by their duly authorized officers and representatives.

ARTICLE 25
TRAINING PROGRAM

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

ARTICLE 26
INVALIDATION

Should any Article, Section or Portion thereof, of this Agreement be held unlawful and unenforceable by any Court of Competent Jurisdiction, such decision of the Court shall apply only to the specific Article, Section or Portion thereof directly specified in the decision, provided, however, that upon such a decision, the parties agree, as soon as practical, to negotiate a substitute for the invalidated Article, Section or Portion thereof.

ARTICLE 27
CHANGES TO JOB DESCRIPTIONS REQUIRING
JOB EVALUATIONS AND REVIEW

All changes in job descriptions including duties and salary levels, as proposed by either Management or Union, may be discussed and negotiated between the City and the Union at least once a year. Only after approval by both parties will the changes take effect. A change of 60% of the current functions/duties must change to meet the definition of a new job description. All employees will be required to perform other related duties within the scope of their job descriptions.

NOTES

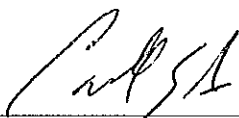
1. The definition of Supervisor (Foreman and above) shall be: “Any individual having authority in the interest of the employer to hire, transfer, suspend or discipline other employees, or responsibility to direct them, or to adjust grievances or effectively to recommend such action, if in connection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

MISCELLANEOUS

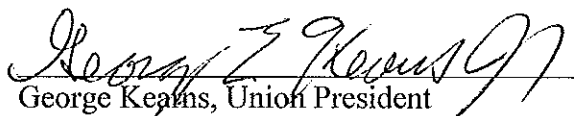
1. Incorporate mutually agreeable side agreements into this section. This is to be accomplished within ninety (90) days of the date of this agreement and of the date of any future side agreements.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized representatives this 13th day of August 2013.

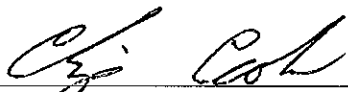
FOR THE UNION:



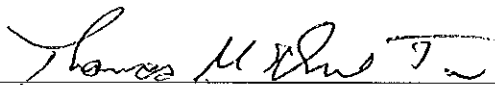
Carroll E. Braun, Staff Representative



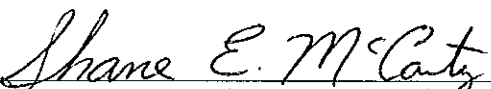
George Keams, Union President



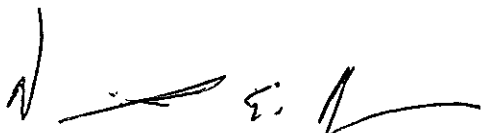
Boyd "Chip" Cook, Union Representative



Tommy Kline, Jr., Union Representative

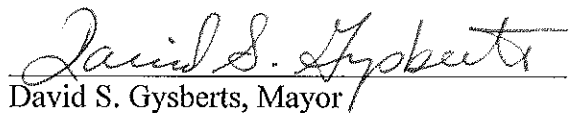


Shane McCarty, Union Representative



Vince Burger, Union Representative

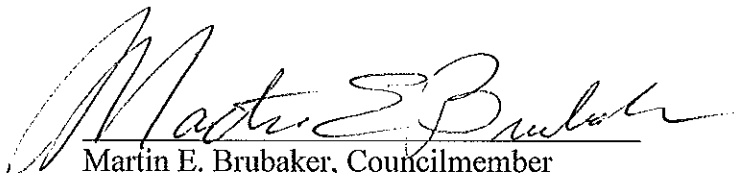
FOR THE CITY:



David S. Gysberts, Mayor



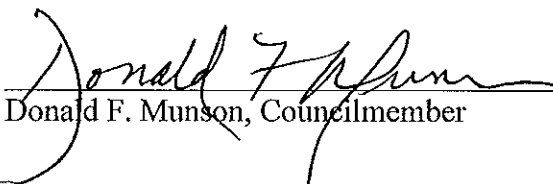
Kristin B. Aleshire, Councilmember



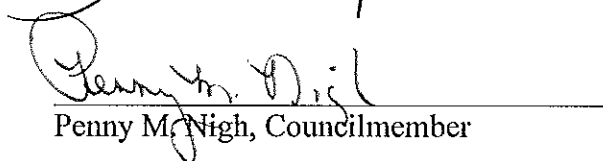
Martin E. Brubaker, Councilmember



Lewis C. Metzner, Councilmember



Donald F. Munson, Councilmember



Penny M. Nigh, Councilmember

APPENDIX A**AFSCME 1540 WAGE SCALE**

August 1, 2013 - June 30, 2014

GRADES	YEAR ONE	YEAR TWO	YEAR THREE	YEAR NINE	YEAR FOURTEEN	YEAR NINETEEN
03	\$ 12.98	\$ 13.57	\$ 15.82	\$ 17.27	\$ 17.68	\$18.16
04	13.27	14.18	16.53	18.05	18.47	18.98
05	13.71	14.80	17.35	18.91	19.39	19.89
06	14.19	15.51	18.18	19.77	20.28	20.84
07	15.09	16.22	19.02	20.76	21.28	21.83
08	15.77	16.96	19.89	21.71	22.26	22.83
09	16.60	17.84	20.89	22.76	23.39	23.96
10	17.43	18.75	21.91	23.92	24.54	25.16
11	18.23	19.60	22.92	25.02	25.67	26.33
12	19.14	20.57	24.06	26.24	26.95	27.65
13	21.78	23.41	25.17	27.46	28.20	28.94
14	22.78	24.49	26.34	28.73	29.51	30.28

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

On January 1, 2014, employees at year one and two of the wage scale will advance to the step on the wage scale based on their years of service. All other steps will continue to be frozen at their existing step and subject to the wage opener in years two and three of the contract. An employee, who receives a promotion to a new grade due to career path advancement, will be placed at the new grade and the same step as before the promotion.

MEMORANDUM OF AGREEMENT (the "MOA" or "Agreement") entered into this 13th day of May 2014 by and between the City of Hagerstown, Maryland (the "City") and the American Federation of State, County, and Municipal Employees Council 67, Local 1540 (the "Union") modifying the collective bargaining agreement between the City and the Union that expires on June 30, 2016, as set forth below.

IN WITNESS THEREOF, it is mutually agreed as follows:

1. WAGES

On July 1, 2014, members of local 1540 will receive a 1% cost of living adjustment. Additionally, members of local 1540 will advance to the longevity step on the wage scale based on the member's year of service that provides one (1) enhancement (pay step) in salary from the salary level they maintained as of June 30, 2014.


On July 1, 2015, members of local 1540 will receive a 1% cost of living adjustment. Additionally, members will advance to the longevity step based on their years of service. Longevity steps become effective on the Monday following an employee's anniversary date.

2. COMPENSATORY TIME


Article 14, Section 3 is revised as follows: Compensatory time may be accumulated to a maximum amount of one hundred and twenty (120) hours. An employee may carry (80) hours of compensatory time into a new calendar year. A maximum of eighty (80) hours of accumulated compensatory time may be used in a calendar year. Use of compensatory time will be by agreement between the employee and his/her supervisor. During the month of December each year, any employee who has accrued compensatory time may obtain pay for such hours. Such employees may elect to have such pay, less applicable payroll taxes, transferred to their deferred compensation accounts.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized representatives this 13th day of May, 2014.

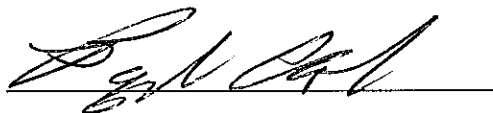
FOR THE UNION:



Carroll E. Braun, Staff Representative



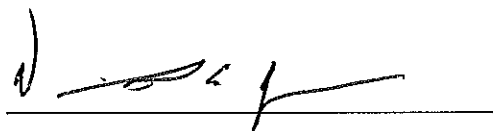
George Kearns, Union President



Boyd "Chip" Cook, Union Representative

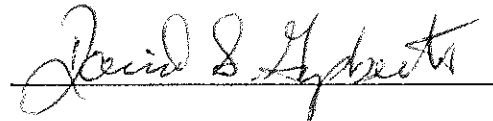


Shane McCarty, Union Representative

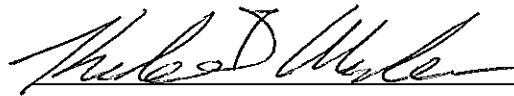


Vince Burger, Union Representative

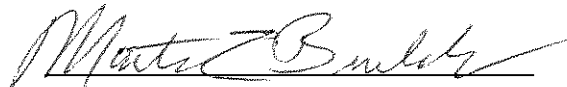
FOR THE CITY:



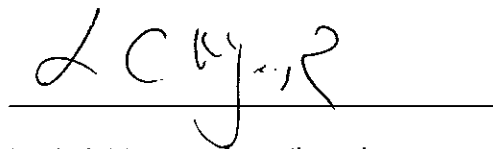
David S. Gysberts, Mayor



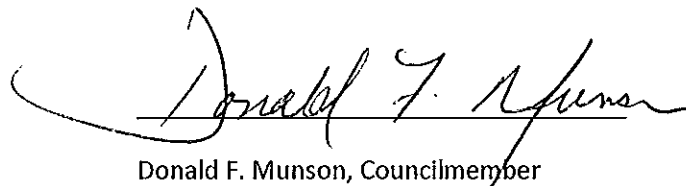
Kristin B. Aleshire, Councilmember




Martin E. Brubaker, Councilmember



Lewis C. Metzner, Councilmember



Donald F. Munson, Councilmember



Penny M. Nigh, Councilmember

REQUIRED MOTION MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Topic:

Community Development Block Grant (CDBG) Review: FY 17 Allocation of Repayment to CDBG Program and FY18 Public Service Funding Allocations - *Jonathan Kerns, Community Development Manager, and Christina Milotte, Planning and Outreach Coordinator*

Mayor and City Council Action Required:

Staff request Mayor & City Council approval of the proposed FY17 CDBG allocations of \$35,000 to HPD cameras and \$11,250 to Single Family Loans for homeowners. This action is scheduled for the May 23rd Regular Session.

Staff also request Mayor & City Council approval of the FY18 CDBG Public Service funding allocations. The FY18 CDBG Public Service funding will be part of the FY18 CDBG Action Plan approval. Due to delays in the Federal Budget process, staff anticipate approval of the FY18 CDBG Action Plan occurring during the June 20th Regular Session.

Discussion:

Staff request Mayor & City Council review of two separate items for the CDBG Program:

- FY 17 Allocation of a Local Fund Repayment to the CDBG Program
- FY18 Public Service Funding Allocations

FY17 Allocation of Local Fund Repayment to CDBG Program

In February of 2017, the Mayor & City Council authorized a \$46,250 repayment of City Property Management funding to the CDBG program. This repayment was necessary in order to lift CDBG restrictions for the Parking Office relocation to the Roslyn Building. The motion detailing this repayment to the CDBG program is attached.

Staff recommend allocating \$35,000 of this funding to a new CDBG activity, Hagerstown Police Department (HPD) Cameras. HPD continues to implement upgrades to the existing HPD camera system located in the Downtown. Although budget constraints have affected this process, a \$35,000 allocation of CDBG funding would assist in continuing with the HPD camera system enhancements. Due to CDBG regulations dictating how this activity would be classified, the funding for HPD cameras would need to be allocated and expended in FY17 since it would be subject to one of the regulatory funding caps.

Staff recommend allocating the remaining \$11,250 to an existing CDBG activity, Single Family Rehabilitation Loans for owner occupied homes. This existing program provides loan funding to existing City homeowners for general home repair and rehabilitation activities. Multiple single family rehabilitation loan applications are in process and this funding would assist with home repairs for the current and future loan applicants.

Both of the above actions will be completed in the form of an amendment to the FY17

CDBG Annual Action Plan.

FY18 CDBG Public Service Funding

In order to foster transparency and strengthen Community Development programming, the CDBG Public Service Citizen Review Committee was created in 2013. Public Service agencies submit applications for CDBG funding and after application review by the committee and City staff, application rankings are forwarded to the Mayor & City Council for final approval.

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

MCC_CDBG_Review_Memo_051617.pdf

Description

Community Development
Block Grant (CDBG)
Review



CITY OF HAGERSTOWN, MARYLAND

Department of Community and Economic Development
Business and Community Relations Division

To: Valerie Means, City Administrator

From: Jonathan Kerns, Community Development Manager *J.K.*
Christina Milotte, Planning and Outreach Coordinator

Date: May 10, 2017

RE: **Community Development Block Grant (CDBG) Review:**
• **FY 17 Allocation of Repayment to CDBG Program**
• **FY18 Public Service Funding Allocations**

Staff request Mayor & City Council review of two separate items for the CDBG Program:

- FY 17 Allocation of a Local Fund Repayment to the CDBG Program
- FY18 Public Service Funding Allocations

FY17 Allocation of Local Fund Repayment to CDBG Program

In February of 2017, the Mayor & City Council authorized a \$46,250 repayment of City Property Management funding to the CDBG program. This repayment was necessary in order to lift CDBG restrictions for the Parking Office relocation to the Roslyn Building. The motion detailing this repayment to the CDBG program is attached.

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Both of the above actions will be completed in the form of an amendment to the FY17 CDBG Annual Action Plan.

FY18 CDBG Public Service Funding

In order to foster transparency and strengthen Community Development programming, the CDBG Public Service Citizen Review Committee was created in 2013. Public Service agencies submit applications for CDBG funding and after application review by the committee and City staff, application rankings are forwarded to the Mayor & City Council for final approval.

The Public Service Citizen Review Committee has met and provided insight on all CDBG Public Service funding requests for FY18. A spreadsheet containing the committee's rankings of the public service applications is attached. Based on the rankings, a Public Service funding scenario for FY18 is also included in the spreadsheet. The rankings and funding scenario will be discussed in more detail during the work session.

Mayor & Council Action Requested

Staff request Mayor & City Council approval of the proposed FY17 CDBG allocations of \$35,000 to HPD cameras and \$11,250 to Single Family Loans for homeowners. This action is scheduled for the May 23rd Regular Session.

Staff also request Mayor & City Council approval of the FY18 CDBG Public Service funding allocations. The FY18 CDBG Public Service funding will be part of the FY18 CDBG Action Plan approval. Due to delays in the Federal Budget process, staff anticipate approval of the FY18 CDBG Action Plan occurring during the June 20th Regular Session.

Attachment: February Motion for FY17 Repayment to CDBG Program
FY18 Public Service Funding Spreadsheet

- c. Jill Frick, Director of DCED
Michelle Hepburn, Director of Finance
Captain Tom Langston, HPD
Captain Paul Kifer, HPD

APPROVED
Mayor & Council
Date 2/28/17

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: February 28, 2017

TOPIC: Repayment to Hagerstown Community Development Block Grant (CDBG)
Program – Removing CDBG Restrictions at 25 East Franklin Street

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

MOTION: I hereby move for the Mayor & City Council to authorize a repayment to the Hagerstown CDBG Program in the amount of \$46,250. This repayment is required by the U.S. Department of Housing and Urban Development in order to remove CDBG restrictions on the office space located at 25 East Franklin Street. Once the CDBG restrictions are removed, the City of Hagerstown Parking Office intends to relocate to this space. The source of funds for the repayment will be the Property Management Fund.

DATE OF INTRODUCTION:	02/28/2017
DATE OF PASSAGE:	02/28/2017
EFFECTIVE DATE:	02/28/2017

CDBG PUBLIC SERVICE FUNDING FY18						
Citizen Committee Ranking (More Points = Higher Ranking)	Mayor & Council Targeted Category (Youth Services, Elderly Care, Healthcare)	Program Name-Listed in order of Citizen Committee Ranking	Program Description and Proposed Use of Funds	FY 17 CDBG Awarded Amount	FY18 Requested Amount	FY 18 Funding Scenario: Level Funding
47.3	Yes	Community Free Clinic	Provide laboratory services to area residents who have little or no health insurance- Funds to be utilized for professional medical laboratory services and staffing costs.	\$39,000	\$42,500	\$39,000
45	Yes	Children in Need	Provide children from low-income families with clothing and supplies needed for school - Funds to be utilized for purchase of clothing and supplies.	\$4,900	\$7,000	\$4,900
44.7	Yes	Senior Living Alternatives	Provide meals and snacks for low-income elderly residents of Holly Place and North Holly Place - Funds to be utilized for meals and snacks for residents of Holly Place.	\$42,500	\$42,500	\$42,500
44.3	Yes	Girl's Inc. Supper Program	Provide healthy supper to 60 girls who are attending Girl's, Inc. programs Monday through Thursday. Includes supplies and employee costs- Funds to be utilized for food, supplies, and staff costs to carry out Supper Program.	\$8,300	\$12,500	\$8,300
41.3	No	Community Action Council	Provide financial capacity counseling to low- to mod- income residents to build financial literacy- Funds to be utilized for staff costs.	\$4,600	\$4,600	\$4,600
37	Yes	Together with Families: Family Center Education Program	Provide education and Parenting service (through family center) for expecting parents and parents primarily between the ages of 15-26- Funds to be utilized for supplies and other program costs.	\$5,700	\$7,211	\$5,700
Total Public Service Funding				\$105,000		
				Projected Public Service Cap for FY18: \$105,000		

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

Topic:

FY 2018 Budget Review - *Valerie Means, City Administrator, and 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_05-11-2017.pdf

Description

FY18 Bud Review Memo



CITY OF HAGERSTOWN, MARYLAND

Finance Department
301-739-8577 X160

To: Valerie Means, City Administrator
From: Michelle Hepburn, Director of Finance
Date: May 11, 2017
Subject: FY2017/18 Budget Review

Staff will continue discussions regarding the FY2017/18 Proposed Budget during the Work Session on May 16. Additionally, attached is the list of FY2017/18 General Fund Budget adjustments.

May 16, 2017 Work Session:

1. Economic Redevelopment, Section 5, Pages 11-13
2. CDBG Program, Section 5, Pages 3-8

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			
	After	Was reviewed	Was reviewed
	5/9/17 meeting	at 5/9/17 meeting	at 5/2/17 meeting
Beginning GF FY18 Proposed Budget Balance	\$ 10,457	\$ 10,457	\$ 10,457
Revenue Adjustments:			
Eliminate 2.7 Cent Tax Rate Increase (\$0.027 per \$100 assessed value)	(672,041)	(672,041)	(672,041)
Increase HPD DEA/NTF reimbursement	20,000	20,000	20,000
Sale 3 of 8 Train cabooses from the Train exhibit	30,000	30,000	30,000
SWM: 12-18 months implementation timeline	200,000	200,000	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)	-	-	-
Total Revenue Adjustments	(422,041)	(422,041)	(422,041)
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		6,500
Reduce Fairgrounds July 4th to just fireworks	3,500	10,000	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	100,000	100,000
Decrease GF retiree amounts to Health Insurance Fund	44,438	44,438	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	5,000	5,000
Defer Traffic Calming (#C0560) to FY19	20,000	20,000	20,000
Defer Signal Timing Optimization (#C0640) to FY19	20,000	-	20,000
Defer HPD Building: Partial Paving Project (#C0308)	30,000	30,000	30,000
Reduce Downtown Beautification Project (#C0280)	10,000	10,000	10,000
Defer PW LED Signal Lights Project (#C0245)	-	-	5,000
Defer PW Signal Controller Upgrades Project (#C0433)	20,000	-	20,000
Reduce General Fund Transfer to Economic Redevelopment Fund if cannot implement SWM	-	-	-
City Staff: Miscellaneous Department Operational Reductions			
Reduce PW Operating Expenditures: Tipping Fees	23,000	23,000	23,000
Reduce Planning & Code Administration Expenditures	17,000	17,000	17,000
Reduce City Administrator Operating Expenditures	2,000	2,000	2,000

City of Hagerstown				
Proposed General Fund Budget Adjustments				
to Fiscal Year 2018 Proposed Budget				
	After	Was reviewed	Was reviewed	
	5/9/17 meeting	at 5/9/17 meeting	at 5/2/17 meeting	
Reduce City Clerk Operating Expenditures	2,000	2,000	2,000	
Reduce Finance Operating Expenditures	2,500	2,500	2,500	
Reduce HR conferences & training operating expenditures	7,500	7,500	7,500	
Reduce Fire Operating Expenditures: Smoke Alarms	28,000	28,000	28,000	
Reduce Communications: Advertising & Marketing/Promotions	24,000	24,000	24,000	
Reduce Community Affairs: Advertising	5,000	5,000	5,000	
Reduce Community Affairs: Advertising	2,000	2,000	2,000	
M&C Proposed Adjustment				
Reduce Legal Operating Expenditures: legal fees flat with FY17 budget	20,000	20,000		
Reduce Fire Training Center Project or get additional donations/alternate funding (#C0241)	8,146	8,146		
Defer vehicles from GF balance reserves to keep other priority projects below				
PW 2004 pick-up truck (\$30K)				
DCED vehicle (\$25K)				
Re-allocate from General Fund transfers to GF balance reserves funding				
HPD Building: Partial Paving Project (#C0308)	25,000	25,000		
Public Art Project (#C0868)	15,000	15,000		
Pangborn Park Improvement: Tennis court sealing & line replacement (#C0335)	12,000	12,000		
Total Expenditure Reductions	452,584	412,584	412,538	
Net Adjustments to General Fund Proposed FY18 Budget	30,543	(9,457)	(9,503)	
Ending GF FY18 Proposed Budget Balance	\$ 41,000	\$ 1,000	\$ 954	

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

Topic:

Break

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

FY 2017/18 Tax Rate

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

FY 2017/18 Budget

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Introduction of an Ordinance: Tax Rate

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

FY18_Motion_and_ordinance_to_introduce_tax_rate.pdf

Description

FY18 Motion and Intro Tax
Rate

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: May 16, 2017

TOPIC: Introduction of an Ordinance: Tax Rates Beginning July 1, 2017

Charter Amendment	_____
Code Amendment	_____
Ordinance	___ X ___
Resolution	_____
Other	_____

MOTION:

I hereby move for the introduction of an ordinance May 16, 2017 to establish the City's tax rates for the fiscal year July 1, 2017 through June 30, 2018 on the basis of \$0.941 per \$100 of assessed value of all real property and \$2.353 per \$100 of assessed value of all business personal property within the City of Hagerstown. These rates reflect an increase of \$0.028 per \$100 for real property and \$0.070 per \$100 for business personal property over the current year.

DATE OF INTRODUCTION: 05/16/2017
DATE OF PASSAGE: 05/23/2017
EFFECTIVE DATE: 07/01/2017

ORDINANCE No.

**ESTABLISHING THE TAX RATES
FISCAL YEAR JULY 1, 2017 TO JUNE 30, 2018
CITY OF HAGERSTOWN, MARYLAND**

Pursuant to the Charter of the City of Hagerstown and the general public laws of the State of Maryland, the legislative body of the City of Hagerstown is charged with establishing tax rates; and the Mayor and Council, as the duly constituted legislative body for the City of Hagerstown has complied with all the provisions of the Annotated Code of the State of Maryland, the Charter of the City of Hagerstown and all other applicable laws in reference to establishing said tax rates.

NOW, THEREFORE, BE IT RESOLVED, ENACTED and ORDAINED by the Mayor and Council of the City of Hagerstown, that the tax rates for the City for the taxable levy year from July 1, 2017 through June 30, 2018, is hereby established as follows:

- A. All real property is hereby levied and chargeable on the basis of **\$0.941** per \$100 based on the assessed value of said properties as required by the Charter of the City of Hagerstown, the Maryland Constitution, and the Annotated Code of Maryland.
- B. All business personal property, except as otherwise provided for by Ordinance 98-04 entitled *ORDINANCE ESTABLISHING THE ASSESSMENT LEVY FOR THE PERSONAL PROPERTY CATEGORIES OF MANUFACTURING MACHINERY & EQUIPMENT, COMMERCIAL INVENTORY AND MANUFACTURING INVENTORY for the CITY OF HAGERSTOWN, MARYLAND for the FISCAL YEAR JULY 1, 1998 and Thereafter*, is hereby levied and chargeable on the basis of **\$2.353** per \$100 based on the assessed value of said properties as required by the Charter of the City of Hagerstown, the Maryland Constitution, and the Annotated Code of Maryland.
- C. Taxpayers who pay the taxes referred to herein, between the period of July 1, 2017 up to and including July 31, 2017, shall be entitled and are hereby granted a one quarter of one percent (1/4%) discount on the amount of said tax. Any property tax levy assessed and invoiced after September 30, 2017 shall be and is hereby granted a period of thirty (30) days from the invoice date to pay without additional interest or penalty.
- D. A semiannual payment plan for all real property is established in accordance with state law. Any taxpayer who makes an election to pay taxes on a semi-annual payment plan shall pay a service charge on and with the second installment based on the amount deferred.

BE IT FURTHER ORDAINED that the effective date of the tax rate established herein is July 1, 2017 and shall govern for the period set forth.

**MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND**

Robert E. Bruchey II, Mayor

Donna Spickler, City Clerk

Date of Introduction: *May 16, 2017*
Date of Passage: *May 23, 2017*
Effective Date: *July 1, 2017*

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

Topic:

Introduction of an Ordinance: Budget

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

FY18_Motion_and_ordinance_to_introduce_budget.pdf

Description

FY18 Motion and Intro Bud

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: May 16, 2017

TOPIC: Introduction of an Ordinance: Budget FY 2017/18

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

MOTION:

I hereby move for the introduction of an ordinance May 16, 2017 to adopt the City's budget for fiscal year July 1, 2017 through June 30, 2018 in the total amount of \$129,822,959.

DATE OF INTRODUCTION: 5/16/2017
DATE OF PASSAGE: 05/23/2017
EFFECTIVE DATE: 07/01/2017

ORDINANCE No.

**ESTABLISHING THE BUDGET FOR
FISCAL YEAR JULY 1, 2017 TO JUNE 30, 2018
CITY OF HAGERSTOWN, MARYLAND**

Pursuant to the Charter of the City of Hagerstown, the City Council is required to adopt a budget providing a complete financial plan for the budget year, with estimates of anticipated revenues and proposed expenditures for the coming year. The Charter further requires that the total anticipated revenues shall equal or exceed the total of the proposed expenditures.

In accordance with the provisions of the City Charter, Article VII, Finance, the City Administrator submitted a proposed budget to the Mayor and Council not less than ninety days before the beginning of the fiscal year, and a public hearing was held on May 16, 2017 after eighteen days' notice in a newspaper of general circulation.

NOW, THEREFORE BE IT RESOLVED, ENACTED and ORDAINED by the Mayor and Council of the City of Hagerstown, that the budget for the City for the fiscal year beginning July 1, 2017 and ending June 30, 2018, is hereby established as follows:

Funds	Mayor and Council	
	Proposed FY18 Budget	Approved FY18 budget
General Fund	\$ 44,422,161	\$ 43,966,577
Community Development Block Grant Fund	1,202,434	1,202,434
Other Special Revenue Funds	993,523	993,523
General/Capital Improvement Projects	12,273,575	12,105,429
Total Government Funds	58,891,693	58,267,963
Electric Fund	24,053,782	24,053,782
Water Fund	17,567,493	17,567,493
Wastewater Fund	16,576,655	16,576,655
Parking Fund	1,381,288	1,381,288
Golf Fund	478,807	478,807
Property Management Fund	906,389	906,389
Total Enterprise Funds	60,964,414	60,964,414
Service & Trust Funds	10,590,582	10,590,582
Total Combined Uses of Funds	\$ 130,446,689	\$ 129,822,959

BE IT FURTHER ORDAINED that the effective date of the budget established herein is July 1, 2017 and shall govern for the period set forth.

**MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND**

(SEAL)

Robert E. Bruchey II, Mayor

Donna Spickler, City Clerk

Date of Introduction: *May 16, 2017*
Date of Passage: *May 23, 2017*
Effective Date: *July 1, 2017*

Record and return to: Donna Spickler, City Clerk
City Hall, Room 200
One East Franklin Street
Hagerstown, MD 21740

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

Topic:

Approval of an Ordinance: Amendment to the City of Hagerstown Police and Fire Employees' Retirement Plan

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Amendment_11_-_Motion_to_Approve_5.16.17.pdf

Description

Police and Fire Retirement
Plan - Amendment 11

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: May 16, 2017

TOPIC: Approval of Ordinance – Amendment to the City of Hagerstown Police & Fire Employees' Retirement Plan

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

MOTION: I hereby move for approval of an ordinance to amend the City of Hagerstown Police & Fire Employees' Retirement Plan in order to amend the Plan to (1) eliminate interest to be credited on employee contributions (other than refundable contributions transferred from the Maryland State Retirement System) after June 30, 2017, (2) permit a rehired employee to repay a cash-out distribution with interest at any time prior to reaching a termination date, (3) permit the election to transfer prior service with other government employers to be made at any time prior to reaching a termination date, and (4) make administrative clarifications consistent with Maryland law.

DATE OF INTRODUCTION: 5/9/2017
DATE OF PASSAGE: 5/16/2017
EFFECTIVE DATE: 6/16/2017

**ELEVENTH AMENDMENT TO THE
CITY OF HAGERSTOWN POLICE & FIRE EMPLOYEES' RETIREMENT PLAN**

WHEREAS, by the enactment of Chapter 38 of the City Code, the City of Hagerstown established the City of Hagerstown Police and Fire Employees' Retirement Plan (the "Plan"); and

WHEREAS, pursuant to Section 38-65 of the City Code, the City may amend the Plan at any time by Ordinance amending the said Chapter 38; and

WHEREAS, the Mayor and Council of the City of Hagerstown desire to amend the Plan to (1) eliminate interest to be credited on employee contributions (other than refundable contributions transferred from the Maryland State Retirement System) after June 30, 2017, (2) permit a rehired employee to repay a cash-out distribution with interest at any time prior to reaching a termination date, (3) permit the election to transfer prior service with other government employers to be made at any time prior to reaching a termination date, and (4) make administrative clarifications consistent with Maryland law; and

WHEREAS, the Mayor and Council of the City of Hagerstown find the adoption of this amendment to the Plan (known as the Eleventh Amendment to the City of Hagerstown Police and Fire Employees' Retirement Plan) to be in the best interests of the citizens of the City of Hagerstown.

NOW, THEREFORE, Chapter 38 of the City Code is hereby amended as follows, effective as of July 1, 2017:

FIRST CHANGE

Section 38-6 is amended by deleting Paragraph E. in the definition of "Employee Contributions Benefit" and substituting the following new Paragraph E. in that definition:

E. Interest on the amounts described in Subsections A through D credited through June 30, 2017 under the terms of the Plan as in effect before that date; no interest shall be credited for periods after June 30, 2017.

SECOND CHANGE

Section 38-8 is amended by deleting Paragraph D.(2) and substituting the following new Paragraph D.(2) in its place:

- (2) However, if the participant resumes status as a covered employee and, at any time after the resumption of such status and prior to

reaching a termination date, repays to the trust the full amount of the cash-out, plus interest from date of distribution to date of repayment at the rate of 5% per annum compounded annually, his or her accrued benefit will be determined taking into account the participant's years of credited service and his or her vested percentage will be determined taking into account years of eligibility service before as well as after the termination date (subject to the other provisions of this chapter).

THIRD CHANGE

Section 38-17 is amended by deleting Paragraph D. and substituting the following new Paragraph D. in its place:

D. Adjustment of the amount of benefit payable. For the sole purpose of calculating a participant's accrued benefit and his or her retirement benefits payable under § 38-28, any participant may irrevocably elect, at any time after performing his or her first hour of service as a covered employee and prior to reaching a termination date, to transfer to the plan the amount of any participant contributions made to another government employer retirement plan under which the participant was covered, together with interest previously credited by such plan, provided that such plan permits transfer of contributions to this plan. If a participant so elects, the amount of his or her accrued benefit and the amount of retirement benefit as calculated under § 38-28 shall include an actuarial adjustment for the participant contributions which are transferred, subject to the limit under § 38-17.E.

FOURTH CHANGE

Section 38-17 is further amended by adding the following new Paragraph E.:

E. Adjustment limit. Notwithstanding anything to the contrary in § 38-17.D., if a participant retires within 5 years after transferring into the Plan, the benefits payable with respect to the transferred service credit may not be greater than the benefits that would have been payable by the previous government employer with respect to that service if the participant had remained in the previous government employer, or any other amount permitted under § 37-203(f)(3) of the State Personnel and Pensions Article of the Annotated Code of Maryland.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND the Code of the City of Hagerstown by revising Chapter 38, entitled Police & Fire Employees' Retirement Plan, in order to amend the Plan to (1) eliminate interest to be credited on employee contributions (other than refundable contributions transferred from the Maryland State Retirement System) after June 30, 2017, (2) permit a rehired employee to repay a cash-out distribution with interest at any time prior to reaching a termination date, (3) permit the election to transfer prior service with other government employers to be made at any time prior to reaching a termination date, and (4) make administrative clarifications consistent with Maryland law.

BE IT ORDAINED AND ENACTED by the Council of the City of Hagerstown as follows:

Section 1. Chapter 38 of the Code of the City of Hagerstown, Sections 6, 8, and 17 are hereby amended as provided in the Eleventh Amendment attached hereto:

[See Attached]

Section 2. Effective Date.

This ordinance shall become effective July 1, 2017.

ATTEST:

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN

By: _____
Robert E. Bruchey, II, Mayor

DATE OF INTRODUCTION: 5/9/17
DATE OF PASSAGE: 5/16/17
EFFECTIVE DATE: 6/16/17