Mayor and Council 25th Special Session and Work Session October 3, 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."

"Each of us is a living system within a greater living system, connected to each other in more ways than we can fathom."

Paul H. Ray and Sherry Ruth Anderson

4:00 PM WORK SESSION

- 1. Request from First Hagerstown Hose Company and the First Hagerstown Hose Company Museum of Firefighting for "Big Six" Bell *Members of First Hagerstown Hose Company*
- **4:10 PM** 2. Report of Recent Sister City Visit to Wesel Connie Lenhart and Dusty Graham, Sister City Committee
- **4:25 PM** 3. 2017 Hagerstown Ice and Sports Complex Annual Report Rodney Tissue, City Engineer; Paul Sweeney, Chairman of Hagerstown Ice Amateur Athletic Association, Inc. (HIAAA)
- **4:40 PM** 4. Parks and Recreation Strategic Planning and Recreation Guide Amy Riley, Recreation Promotion and Services Coordinator; Mark Haddock, Parks and Recreation Manager; Rodney Tissue, City Engineer
- **5:00 PM** 5. IAFF Local 1605 Labor Contract Scott Nicewarner, Director of Technology, Communications, and Support Services; Wendy Nussbaum, Director of Human Resources
- **5:15 PM** 6. Funding for Distribution General Foreman Michael Spiker, Director of Utilities; Nathan Fridinger, Electric Operations Manager

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

SPECIAL SESSION

- **5:30 PM** 1. Approval of IAFF Local 1605 Labor Contract (motion to be presented)
 - 2. Approval of Hagerstown Light Department Request to Fund the Distribution General Foreman Position
 - 3. Approval of HVAC Services and Maintenance Agreement Contract: 10/01/2017-06/30/2019
 - 4. Approval of Barbara Ingram School for the Arts Holiday Lamp Post Campaign

REQUIRED MOTION MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Topic: Request from First Hagerstown Hose Company and the First Hagers Museum of Firefighting for "Big Six" Bell - Members of First Hagers Mayor and City Council Action Required:	
<u>Discussion:</u>	
Financial Impact:	
Recommendation:	
Motion:	
Action Dates:	
ATTACHMENTS: File Name First_Hagerstown_Hose_Company.pdf	Description First Hagerstown Hose Company

MARYLAND'S OLDEST FIRE COMPANY - SINCE 1815

FIRST HAGERSTOWN HOSE COMPANY, INC.

33 SOUTH POTOMAC STREET HAGERSTOWN, MARYLAND 21740 PHONE 301-733-3339 FAX 301-733-3154

" SEMPER PARATUS "



June 9, 2017

Dear Mayor Bruchey,

The members of the First Hagerstown Hose Company and the First Hagerstown Hose Company Museum Of Firefighting History had been in discussion with the previous Mayor, Mayor Gysberts, and some of the then council members about the possibility of restoring the bell atop city hall known as "Big Six". This bell is part of the fire alarm alerting system that Hagerstown used to alert volunteer firefighters and citizens of a fire in the city of Hagerstown until 1969. This system had not only the bell atop City Hall but also had a horn and red fire alarm boxes on poles at selected street corners in the city. This system is known as a "Gamewell System".

The members of our company would like your permission to look into the possibility of restoring "Big Six" to ring at certain times during the day only. For example times could be 1:00, 2:00, 3:00, 4:00 pm. We are dedicated to helping revitalizing Hagerstown and feel this system, when working, will be a big tourist attraction for the city by having the only in service "Gamewell Fire Alarm Bell" in the United States striking the time. There would be no cost to the city. We would like to have permission to investigate the feasibility of this project and would not give out any public notice in case it is not possible to happen. At this time it has not been determined if the striking machine would be in working order after sitting for so long. We would also like to get on the Council Work Session Agenda to answer any questions you may have.

On behalf of the membership,

Ray Lushbaugh

Secretary

cc: file

REQUIRED MOTION MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

<u>Topic:</u> Report of Recent Sister City Visit to Wesel - Connie Lenhart and Dusty Graham, Sister City Committee
Mayor and City Council Action Required:
Discussion:
Financial Impact:
Recommendation:
Motion:
Action Dates:

REQUIRED MOTION MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Topic: 2017 Hagerstown Ice and Sports Complex Annual Report - Rodney Paul Sweeney, Chairman of Hagerstown Ice Amateur Athletic Asso Mayor and City Council Action Required:	
<u>Discussion:</u>	
Financial Impact:	
Recommendation:	
Motion:	
Action Dates:	
hagerstown_ice_complex_report.2017.pdf	Description 2017 Hagerstown Ice & Sports Complex Annual Report



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

October 3, 2017

TO:

Valerie Means, City Administrator

FROM:

Rodney Tissue, City Engineer Tor

RE:

2017 Hagerstown Ice & Sports Complex Annual Report

I request time on the October 3, 2017 Work Session to allow members of the Hagerstown Ice Amateur Athletic Association (HIAAA), who have managed the ice rink facility for us since April 2014, to present their annual report as required by our Agreement. I anticipate that Paul Sweeney (Board Chair), and others will attend and will review the attached PowerPoint presentation. Their presentation provides usage data, fiscal information, capital improvement information, and goals for the upcoming year.

As a reminder to Mayor & City Council, the City pays the utility bills at the rink. Last year we completed an electrical energy audit of the facility and utilizing an MEA grant, the rink is now 100% LED lighting. However, with increased use in the facility and rising utility rates, utility costs are trending upward. For FY 16/17 the total utility cost was \$86,617, up from \$77,111in FY15/16.

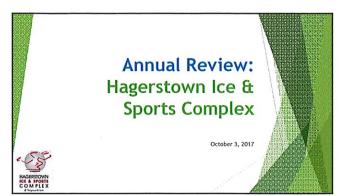
The HIAAA pays rent in the amount of \$3,000 per month which began in April 2017. The City pays 75% for certain capital improvements at the rink. The Agreement with the HIAAA expires June 30, 2019.

Attachment:

PowerPoint

c:

Paul Sweeney Mark Haddock Amy Riley



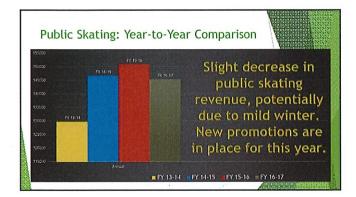


What is the HIAAA? ► HIAAA is a non-profit, 501(c)(3) organization ► Consortium of all major user groups ► Each member-group has a voting member on the HIAAA

board

▶ 4 at-large members also hold voting rights

► Group was created in 2014 and formally took over operation of the rink on April 1, 2014 (completed our 3rd completed Fiscal year)



Adult Teams at the HISC

- ▶6 teams in upper adult hockey division
- ▶9 teams in lower adult hockey division
- ▶2 teams in developmental adult hockey division
- ▶1 all-female travel adult team
- ▶1 sled hockey team
 - ▶~200 adult hockey players

Amateur teams at the HISC

- ▶6 HYHA teams (Hagerstown Youth Hockey)
- ▶2 High School Teams (NorthStars, WV Vipers)
- ▶3 youth developmental programs
 - ▶ Power Skating
 - ► Learn to Play Hockey
 - ▶Youth Recreational League
 - ▶ Washington Capitals partnership: 40 complete sets of equip. donated task ve
 - ▶200+ youth hockey players

Figure Skating at the HISC

- ▶2 figure skating programs at the rink
 - ▶ Hagerstown Edge Learn to Skate
 - ▶ Hagerstown Edge Figure Skating Club

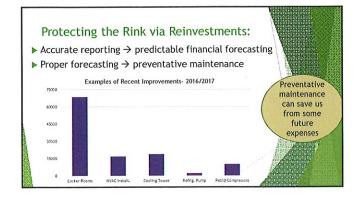
▶~100 figure skaters

HIAAA: Opportunities for Success

- ▶ Detailed analysis of separate rink functions continues to be examined by HIAAA board members (registrations, ice usage, concessions, advertising, maintenance)
- Recommendations made at monthly board meetings
- Hired Sales Professional to sell advertising for rink (dasher boards, signage, video, etc)
- ► SOPs are now in place. Productivity and Appearance continue to improve.
- ▶ Physical state of ice and boards in very good condition.
 - Ice was taken out and put back, in one week this summer, which allowed for maintenance and rink repairs.

Current State of HISC and HIAAA

- ▶ All bills (as of September 2017) are current
- ▶ Currently a surplus in the rink account
- ► Hired General Manager and full-time Maintenance Supervisor last fall; both still running the rink
- ▶ Hired Program Director (develop Hockey programs) in 2015- significant program growth has occurred
- ▶HISC account is in the black!



Targeted FY:	Task:	Estimated Cost:	
016-17	Purchase Freon, compressor, pump and cooling tower repairs; rubber floor repairs, ChemAqua treatment	\$33,000	
017-18	New Computer Network Infrastructure Enhancements	\$10,000	
1017-18	Add Freon to the cooling system	\$15,000	
017-18	Refrigerant Pump #2 retrofit	\$ 9,000	100
018-19	Enhance current alarm system	\$30,000	C. C.
2019-20	Replace Zamboni (used model)	\$80,000	A
019-20	Cooling system conversion	\$30,000	

Looking Back: Goals & Improvements from 2016	CHARLES IN THE STATE OF THE STA
LOOKING BACK: GOALS & Improvements from 2010	
 Cooling System: Purchased Freon for cooling system, repaired cooling tower, compressors and pumps. 	
 Monitoring utilities: New thermostats installed; motion- detecting automatic lights installed in various rooms 	
 Asset protection: Upgrade security system (old system found to be inadequate) 	
► Schools Out Public Skates	
▶ Star Community Landscaping	
ARC of Washington County, DJ Public Skates	
ji	

Looking Ahead: Vision for 2017 - 2018

- ► Community Partnerships: WCPS flyers, City of Hagerstown player discount, Parks & Rec Department program listings
- ▶ Upgrading Network Infrastructure: Security measure
- ► Travel Youth & Adult Tournaments: Partnering with local businesses to offer discounts for visitors
- ▶ Police Athletic League: Building a community partnership for city youth
- ▶ Roller Hockey: helping to run a new roller hockey league

HIAAA VISION: Taking Our Facility to the Next Level

- ▶ Adding another sheet of ice: Additional ice time allows for more teams and individuals to participate in ice sports at reasonable hours; a Planning subcommittee has met over the past year to assess costs and produce recommendations for moving forward
- Indoor soccer facility: Great opportunity for the area; project would be much more cost effective if the design was incorporated as another sheet of ice was added

REQUIRED MOTION MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

<u>Topic:</u> Parks and Recreation Strategic Planning and Recreation Guide - Amy Riley, Recreation Promotion and Services Coordinator; Mark Haddock, Parks and Recreation Manager; Rodney Tissue, City Engineer
Mayor and City Council Action Required:
<u>Discussion:</u>
Financial Impact:
Recommendation:
Motion:
Action Dates:
ATTACHMENTS: File Name ParksRec_Planning_Guide.pdf Description Planning Guide



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

September 28, 2017

TO: Valerie Means, City Administrator

FROM: Rodney Tissue, City Engineer

Mark Haddock, Parks and Recreation Manager

Amy Riley, Recreation Coordinator

SUBJECT: Parks & Recreation Strategic Planning & Recreation Guide

Background:

The Parks and Recreation Division is strengthening our focus to improve the health of our community, transforming from not only a provider of outstanding parks and facilities, but also a catalyst for active, healthy lifestyles that support a social and culturally vibrant community. Staff worked with Betsy Thompson, retired manager of Rockville's parks and recreation program and conducted strategic planning sessions to develop a mission and vision statement, a SWOT (Strengths, Weaknesses, Opportunities and Threats) analysis of the division, and create a road map for the department for the next five years.

2. <u>Mayor and Council Action Requested</u>: Review the findings of our community survey and subsequent Strategic Plan and provide input to staff.

3. Highlights of Strategic Plan:

Strategic planning began with a community survey to learn more about the community we serve, what parks, facilities and programs were being utilized the most, and what our focus should be moving forward. Nearly 400 people took the survey.

Based on the survey, staff determined the following goals as priority from 2017 - 2022:

- 1. Grow the use of parks and programs; adopt maintenance practices to address community diversity
- 2. Increase awareness of programs and services using innovative promotional and marketing initiatives
- 3. Create and enhance facilities and services vital to the community using innovative funding and cost recovery efforts
- 4. Leverage strategic partnerships to enhance, expand and sustain facilities and services
- 5. Deliver high-quality, innovative programs to increase the health and well-being of the community
- 6. Deliver exemplary customer service utilizing well-trained staff and innovative technology

Based on this, our initial efforts to reach these goals include the following:

• Strategic planning and goals for the City Park Railroad Museum:

- o Utilize grants to make the site more inviting and welcoming for families and children
- o Provide activities and interpretation for visitors of all ages and abilities
- o Increase visitation as a must-see destination in Hagerstown and City Park

• Development of a Marketing Plan:

- o Identify strategies, venues, schedule and methods of promoting Hagerstown Park and Recreation as the "Go-to" provider of recreational activities and facilities.
- Increase awareness of programs using innovative promotional and marketing initiatives

Policies and Procedures for the Golf Course and Pool Facilities:

o Outlining costumer service practices, cashier procedures, and standard operating policies

4. <u>2017/2018 Fall/Winter Parks & Recreation Guide:</u>

We have designed, printed and distributed 17,000 copies of our new fall and winter guide. Highlights of the new guide include: What's New in Our Parks, New Fit Room Indoor Rec Programs and Rentals, Special Events, Recreation Facility highlights, and more.

Attachments: Strategic Plan Survey Results

Parks & Recreation Strategic Plan 2017 – 2022

Railroad Museum Strategic Plan 2017

Marketing Plan 2017/2018

2017/2018 Fall/Winter Parks & Rec Guide

Cc: Parks and Recreation staff

Summary of findings from the Parks and Recreation Survey

Current use of parks and facilities

Most visited facilities are:

- 1 City Park Band Shell
- 2 Municipal Stadium
- 3 Jonathan Hager House Museum

Most visited parks are:

- 1 City Park
- 2 Fairgrounds Park
- 3 Pangborn Park
- 4 Dog Park at Fairgrounds Park

Most used outdoor amenities are:

- 1 Walking, hiking and biking trail and bike lanes
- 2 Playgrounds
- 3 Picnic shelters/pavilions
- 4 Natural areas for birdwatching
- 5 Outdoor exercise stations
- 6 Dog Park

Over 50% of respondents <u>visited parks and facilities in Hagerstown</u> at least a few times per month, with approximately 24 % visiting a few times per week. 4% do not visit the parks or use the facilities at all.

Over 80% of the users rate <u>the overall appearance of the parks and facilities</u> as good or excellent. No one rated the overall appearance as poor, although several comments referred to the cleanliness of the restrooms, trash in the parks, and the wall around City Park deteriorating. Some noted that he no-smoking in the parks rule is not being sufficiently enforced.

When asked what <u>preventing them from visiting a park or recreation facility</u>, almost 36% replied they don't know what is being offered. Others cited safety concerns, and distance from their home. Several comments were made regarding the bathrooms not being open and cleanliness of the parks.

Current participation in recreation programs

40% of respondents had <u>participated in a recreation program</u> in the last 12 months, while 60% had not. Of those who participated, almost 92% rated their experience as good or excellent.

When asked what prevented them from participating in recreation programs the majority cited time constraints, they didn't know what was offered, and the program times were not convenient. Suggestions for future or increased programs included golf competitions, Yoga (outdoors), Tai-Chi, Pickleball and a request to keep the Hagerstown Suns.

The primary <u>location that respondents would like to see more programs offered</u> is City Park (64%), followed by Fairgrounds Park (43%) and Pangborn Park (27%).

When asked which <u>programs were of primary importance to ADULT household members</u>, responses were evenly distributed with Special events/festivals, fitness/wellness programs, nature/environmental programs and local history programs receiving the highest rankings.

The same result was seen when asked which <u>programs were of primary importance to YOUTH household</u> <u>members</u> with youth sports leagues rating highest closely followed by fitness/wellness, nature programs and learn to swim.

<u>Participation in programs offered by agencies other than the City of Hagerstown</u> was highest in Washington County Recreation and Parks (57.5%) followed by Maryland Theater (44.5%), YMCA (36%), Museum of Fine Arts (32.6%) and Discovery Station (23%). Others not listed included Frederick County Recreation and Parks, the library and Maryland Geocaching Society.

Most respondents indicated that they had attended several events held by the City f Hagerstown, primarily the City Park Tree Lighting (35.6%), City Park Fall Fest (31%), Music by the Lake (30%) while 26% had not attended any events.

90% of those who attended Hagerstown events rated them as Good or Excellent. Comments in this section included several regarding the problem with the speakers at the City Park Tree Lighting. There was a suggestion for more family events, and events that do not include alcohol.

Marketing and Recommendations

When asked <u>how they received information</u> about Hagerstown Parks and Recreation, almost half (49.5%) indicated Social media, followed by newspaper articles/advertisements (37%), Parks and Recreation website (32%) and e-mail bulletins/e-newsletters (31.5%). Other comments included What's Next, Herald-mail and by Luck!

Respondents were asked to <u>rate the 5 areas that they feel Hagerstown should focus on in the next 5 years</u>. The weighted scores indicate a preference for maintaining/improving existing facilities and parkland and health and wellness programs, followed by building new facilities and developing new parks.

Respondents were asked to <u>rate the 5 most important benefits Hagerstown provides the community</u>. The weighted scores indicated that they felt that Hagerstown R&P promotes health and wellness, strengthens community image and sense of pride and provides recreational experiences.

When asked <u>how participants rate they overall satisfaction</u> with Hagerstown Parks and Recreation programs, events and facilities. In a rating scale from 1-10, the score averaged 7.48. This is well above average, but leave plenty of room for improvement. This question should be asked on every survey and measured to note improvement as changes are made.

Comments

Comments regarding overall satisfaction are very important as they show where your service is outstanding, or can indicate areas that need immediate attention in order to resolve small problems before they become big.

Comments received that should be addressed include:

- Improving safety, especially at night
- Cleanliness of Potterfield Pool and women's shower area
- Pathway detour around City Park dredging project
- Repairs to City Park wall
- Tennis court maintenance
- Trash, smoking and loose dogs in parks
- Improve sound system at Tree Lighting ceremony

Suggestions for the future:

- Linking trail system to parks
- Signage or color bike lanes directing users to parks
- Lighting for tennis courts
- Less expensive classes or discount for multiple family participants
- Expand senior facilities
- More collaboration between the Arts and Sciences
- More Community Events
- Increase marketing efforts

What you are doing well:

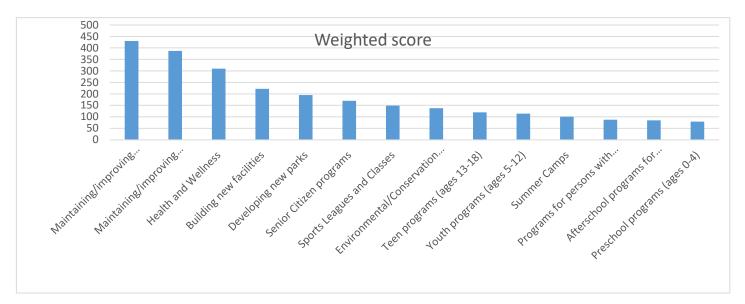
- Fairgrounds Park
- Senior Center
- Sports programs
- Great programs and events for kids (keep this comment as a testimonial)
- Fourth of July event
- Nice open space and tranquility
- City Park- something for everyone!

Demographics of Respondents

- 50% were 35-44 years old, with 20% younger and 30% being older
- Most had a household size of 2 or 4 people indicating couples, single parent or small family
- 89% were while/Caucasian, with 1-2% in each of the other races, 4% were a combination of 2 or more races
- 57% live in Washington County and 38% in the city limits of Hagerstown, 20% work or own a business in Hagerstown
- Of those who live in Hagerstown, 12% were in the northwest quadrant, 15% in the northeast quadrant, 11% in the southwest quadrant and 5% in the southeast quadrant

Q17 Areas to focus on in the next 5 years

Ranking	Weighted score	1	2	3	4	5	total
Maintaining/improving facilities	430	41	23	17	34	14	129
Maintaining/improving parkland	387	28	38	21	11	10	108
Health and Wellness	310	23	20	26	16	5	90
Building new facilities	222	17	11	11	17	26	82
Developing new parks	195	11	14	16	12	12	65
Senior Citizen programs	170	11	15	9	10	8	53
Sports Leagues and Classes	149	12	7	12	7	11	49
Environmental/Conservation Programs	138	8	6	8	14	22	58
Teen programs (ages 13-18)	120	8	8	9	6	9	40
Youth programs (ages 5-12)	114	9	6	8	9	3	35
Summer Camps	101	4	10	5	9	8	36
Programs for persons with disabilities	88	3	5	10	6	11	35
Afterschool programs for youth	85	4	4	11	3	10	32
Preschool programs (ages 0-4)	79	5	7	5	3	5	25





CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

2017-2022 Parks and Recreation Strategic Plan

INTRODUCTION

The City if Hagerstown Parks and Recreation Division of the Department of Parks and Engineering has sharpened our focus to improve the health of our community since 2014, transforming from a provider of parks and facilities to a catalyst for active, healthy lifestyles that support a rich, social and culturally vibrant community. Staff realized a need for a road map and vision for the department for five years from 2017-2021. This Strategic Plan is a working document and is reviewed and updated by staff on a yearly basis. It provides goals and objectives in alignment with the Mayor and Council's priorities and citizen input.

PROCESS

Staff met with a consultant to develop a Mission Statement and Vision Statement that reflected the role that Parks and Recreation plays in the City of Hagerstown. A SWOT (Strengths, Weaknesses, Opportunities and Threats) analysis was conducted for the division as a whole, and separately for parks, facilities and recreation.

A citizen survey was developed and launched via the city website and Facebook to determine the participation, use and assessment of facilities and programs, as well as suggestions for future priorities. About 400 people completed the survey prior to the development of this plan.

Survey results indicated the following themes:

- Over 50% of the respondents had visited parks and recreation facilities at least a few times per month last year, and over 80% rated their appearance as good or excellent
- The most important benefits to the community are the promotion of health and wellness and strengthening community image and sense of place
- Respondents felt that priority should be given to maintaining existing facilities and parkland, followed by providing opportunities to improve health and wellness
- Festivals and events were shown as the most important activities for adults, followed by adult fitness programs
- Youth sports leagues were shown as most important activities for youth, followed by youth fitness programs

A second meeting was conducted to review the results of the survey, the Mayor and Council goals and the themes and priorities established at the previous meeting. With this information, the following set of goals, objectives and priorities was developed as a road map for the next 4-5 years.

VISION STATEMENT

"A Fit for Everyone"

MISSION STATEMENT

"We are dedicated to providing the best parks, facilities and recreation opportunities to enhance the quality of life in our community"

THEMES

- Strategic Growth
- Fiscal Responsibility
- Outstanding Service

GOALS

- 1. Strategically grow the use of parks and recreation programs, and adopt maintenance practices to address the diversity of our community
- 2. Increase awareness of programs and services using innovative promotional and marketing initiatives
- 3. Create and enhance facilities and services vital to the community using innovative funding and cost recovery efforts
- 4. Leverage strategic partnerships to enhance, expand and sustain facilities and services
- 5. Deliver high-quality, innovative programs to increase the health and well-being of the community
- 6. Deliver exemplary customer service utilizing well-trained staff and innovative technology

OBJECTIVES/ACTIONS/RESPONSIBILITY

O=Ongoing, S=Short Term (By Dec 2017), M=Medium Term (By Dec 2018), L=Long Term (By Dec 2020)

GOAL #1 Strategically grow the use of parks and recreation facilities and programs, and adopt maintenance practices to address the diversity of our community

OBJECTIVE	Begin/End	Division
Develop Standard Operating Procedures and Maintenance		Parks/
Plans for Golf Course, Pool, Parks and other facilities (M)	2017/2018	Facilities
Develop Strategic Plans for Facilities, Parks and Recreation		
Programs (M/L)	2018/2020	All
Monitor long range plan and development projects to insure		
geographical equity to parks and open space (O)	Ongoing	Admin
Ensure that factors relating to social equity and access to		
people with disabilities are considered in the planning of future	Ongoing	All
facilities (O)		
Conduct ADA assessment of all parks and recreation facilities		
and develop a plan to address deficiencies (M)	2017/2018	Facilities

MEASURABLE RESULTS	Completion date
SOP and Maintenance Plan templates created	December 2017
Strategic Plan for golf course and pool completed	December 2018
ADA assessment of City Park, Fairgrounds Park and Potterfield Pool	December 2018
completed	

GOAL #2 Increase awareness of programs and services using innovative promotional and marketing initiatives

OBJECTIVE	Begin/End	Division
Develop a Department Marketing Plan (S)	2017/2017	Admin/Rec
Expand uses of social media such as Facebook, Twitter,		
Instagram and YouTube to increase promotion efforts by at		
least 10% and inform the public about upcoming events,	Ongoing	Recreation
programs, and informative segments about the department,		
focusing efforts toward Millennials (O)		
Partner with high profile organizations such as Meritus Health		
Care to market programs and facilities (O)	Ongoing	Recreation
Expand the use of the "Fit for You" brand to encourage active		
involvement in all segments of the community (O)	Ongoing	Recreation
Explore a cooperative internship program with the Marketing		
departments at local colleges and universities and create a job	2017/2017	Admin/Rec
description for a part-time marketing person (S)		
Explore all options to increase promotion of the seasonal		
recreation guide (M)	2017/2018	Recreation

MEASURABLE RESULTS	Completion date
Twitter and Instagram accounts are established and posted to at least 5	July 2017
times per week	
Marketing Plan for the department is completed and adopted	December 2017
Activity registration is increased by 20%	December 2018

GOAL #3 Create and enhance facilities and services vital to the community using innovative funding and cost recovery efforts

OBJECTIVE	Begin/End	Division
Develop a Cost Recovery model for the department (S)	2017/2017	Admin
Continue to look for opportunities for grant funding and		
partnerships (O)	Ongoing	All
Study the feasibility of selling naming rights (S)	2017/2017	Admin
Aggressively involve user groups in cost sharing responsibilities		
to maintain and improve existing facilities (M)	2017/2018	Facilities
Increase information to the community and City Council that		
documents the economic, health environmental and social	Ongoing	All/Admin
importance of the department (O)		

MEASURABLE RESULTS	Completion date
Cost recovery goals established and implemented	December 2017
Financial aid program established and \$5,000 raised to fund scholarships	July 2018
"State of Wellness" report is presented to Mayor and Council	July 2017

GOAL #4 Leverage strategic partnerships to enhance, expand and sustain facilities and services

OBJECTIVE	Begin/End	Division
Develop and expand existing partnerships with health and		
wellness organizations (O)	Ongoing	Recreation
Grow volunteer base at parks, facilities and programs (O)	Ongoing	All
Explore the feasibility of a Parks and Recreation Advisory	2017/2018	Admin
Board (M)		
Explore the feasibility of a Foundation or "Friends"	2017/2018	Admin
organization (M)		
Involve Hagerstown service clubs and other organizations as		
advocates of parks and recreation and to explore opportunities	Ongoing	All
for partnerships and funding (O)		
Partner with Hagerstown Police Department to improve safety		Parks/
and enforce park regulations (S)	2017/2017	Recreation
Develop a partnership with Washington County as co-		
providers of Parks, Recreation, Health and Senior Services to	2017/2017	Admin/
the citizens of Hagerstown (S)		Recreation

MEASURABLE RESULTS	Completion date
Parks and Recreation Advisory Board is established and first meeting held	December 2018
Volunteer data base is established with at least 100 volunteers enlisted	December 2017
Funding or volunteers from 3 new Service Club partnerships is obtained	December 2017

GOAL #5 Deliver high-quality, innovative programs to increase the health and well-being of the community

OBJECTIVE	Begin/End	Division
Continue to offer active programs and events that promote		
exercise and healthy lifestyles (O)	Ongoing	Recreation
Implement a "Safe Routes to Parks" program to provide		
pedestrians and bicyclists safe access to City parks and	2018/2020	Parks/
recreation facilities (L)		Admin
Expand programs in the Fit Room at Fairgrounds Park (S/O)	2017/2017	Recreation
Offer free outdoor fitness programs in parks to engage all socio		
economic segments of the community (M)	2017/2018	Recreation
Engage highly-skilled instructors to deliver exceptional services		
(0)	Ongoing	Recreation
Regularly evaluate programs and services to insure customer		
expectations are met or exceeded (O)	Ongoing	All

MEASURABLE RESULTS	Completion date
FIT Room use is increased by 10%	December 2017
Evaluations conducted in 80% of activities	August 2017
Five free outdoor fitness classes are held in City parks	September 2018

GOAL #6 Deliver exemplary customer service utilizing well-trained staff and innovative technology

OBJECTIVE	Begin/End	Division
Provide periodic customer service training for all staff that		
interact with the public, including seasonal staff (S)	2017/2017	All
Complete the inspection of all playgrounds by a NAPA-certified		Parks/
inspector (S)	2017	Facilities
Review the current staff responsibilities and provide part-time		
and front-line employees with proper training for their work	2017	All
environment (S)		
Continue to explore and research new and innovative		
equipment, techniques and processes to assist employees in	Ongoing	All
their jobs (O)		
Improve or maintain the cleanliness of the parks, facilities and		Parks/
restrooms (O)	Ongoing	Facilities
Provide multiple opportunities and avenues for customers to		
provide feedback and suggestions for improvement including	2017/2018	Admin

|--|

MEASURABLE RESULTS	Completion date
Part-time staff manual with accurate job descriptions, resources and	May 2018
training materials is created	
Customer service training for all staff (including part-time) is conducted	June 2017
A department-wide survey is conducted and shows an Increase in	December 2018
"Overall Satisfaction of P&R Department" from 7.48 to 8.0	

& Steam Engine #202 2017 Strategic Plan

Overview

The Hagerstown Railroad Museum and Steam Engine #202 are located within the Hagerstown City Park and tell the story of a bygone era of steam locomotion. Steam Engine #202 was built in 1912 and operated by the Western Maryland Railroad. It was given to the children of Washington County upon its retirement in 1953 and is the only Western Maryland Steam Engine of this type still in existence. It was listed in the National register of historic places in 1984. During its tenure, it carried mail, cargo and passengers to Baltimore, including troops during World Wars I and 2.

The Railroad Museum is located in a reproduction of a typical countryside railway station and Ticketmaster's office. It houses a model train display; a 1875 Velocipede (handcar); a 1885 Pump Car; and hundreds 19th century tools and artifacts from the early Western Maryland Railroad era.

In addition to the Museum and Steam Engine #202, the park also includes eight cabooses and several railcars. Visitors can board and explore the interior of the railcars and Engine #202. "Tommy 202" is a wagon train ride for children that is operated during scheduled events throughout the year.

Vision

The Hagerstown Railroad Museum and Steam Engine #202 will be a welcoming environment that will immerse the visitors in railway history and culture, through hands-on experiences, visual stimulation, educational and recreational opportunities, and interaction with knowledgeable, friendly staff and volunteers. Guests of all ages will discover interesting and stimulating exhibits and activities to participate in during their visit.

Mission

To help interpret the golden age of railroads and the role they played in the development of Hagerstown as a leader in transportation and commerce through collecting, preserving, exhibiting, interpreting, entertaining and educating visitors of all ages.

Core Values

- Respect for railway history and culture
- Stimulating for all ages of the community
- Preservation, protection and interpretation of resources
- Knowledgeable, friendly leadership and interpretation
- Committed to continual improvement

Current status

Open April through October

Hours are Fridays and Saturdays 10 am-4 pm, Sunday through Thursday by appointment only. Entry fee is \$4.00 for adults, \$2.00 for seniors and students, \$1.00 for children (6-12), \$2.00 for group tours and children 5 and under are free. Private rentals are available for \$300.00 and include:

- Explore and play in the real retired cabooses and steam locomotive engine. (4 hours)
- Rides on Tommy 202, the trackless tractor wagon train ride. (1.5 hours)
- Use of our New Train Pavilion inside the gated Railroad Museum parcel. Coming Soon!
- Museum staff to answer your train questions!
- Or, \$150 includes all of the above without rides on Tommy 202.

Outdoor amenities include: Steam Locomotion Engine #202 and eight cabooses, which can be boarded and explored. Some areas, such as the kitchen, bathroom, sleeping berth, etc. are labeled within the cars and engine. One interpretive plaque is located at the #202. Current plans include selling three of the cabooses by the end of 2017.

A replica of a countryside railway station, which serves as the Railroad Museum. "Tommy 202" is a tractor and 2 wagons designed to look like an engine and railcars, which Is used for children's rides during designated events.

The Railroad Museum houses a large model train display with a winter landscape; Ticketmaster's window; antique desk surrounded by communications equipment; a 1875 Velocipede (handcar), a 1885 pump car; a collection of historic photographs, route maps, bells, train whistles, maintenance equipment, and miscellaneous artifacts on display. The only "hands-on" activity is for children to climb inside the Velocipede. Numerous "Do not touch" signs are visible throughout the building. Very few interpretive signs to explain what the visitor is seeing. Staff is very knowledgeable and helpful, but visitors shouldn't have to be guided around the museum to learn about exhibits.

A 12' chain link fence and gate surround the property, with a gate that is opened during open hours. This is necessary due to vandalism in that has occurred in the park. There are no permanent restrooms or drinking fountains on the site. There is very little landscaping or shade.

One staff person is on duty Fridays and Saturdays, April through October from 10 am to 4 pm to maintain the property, resources and museum and provide interpretation during open hours.

Goals to achieve mission

- Make the site more inviting and welcoming for families and train enthusiasts alike
 - Install large, visually pleasing welcome signs on exterior and interior fencing with schedule and photographs

- Increase hours of operation to include Sundays and expand to weekdays as needed
- Install directional signs within City Park to the Railroad Museum
- Sell 3 cabooses and paint remaining cabooses and upgrade steps and ramps to access cars (ADA priority)
- Decrease the number of exhibits on display in the museum and have each one "tell a story"
- Keep displays in the museum "fresh" by changing them seasonally (The outdoor priorities below should be included in a professional Landscape Plan to insure consistency and connectivity)
- Allow visitors to view, photograph and read about Steam Engine #202 outside the fence when the park is closed – this may involve moving the Engine or the fence
- Install flower beds and foliage around the perimeter and inside the park
- Install picnic tables and benches where people can sit while others in their group explore.
- Construct a Railway platform themed open pavilion that would provide shade and an entertainment venue
- Install at least one water fountain or bottled water station and have clean, accessible port-a-johns available. Installation of permanent restrooms and drinking fountains should be incorporated into any expansion of the existing building
- Offer a museum store with items for sale such as kids train whistles, bandanas, conductor caps, toy trains, and bottled water

2. Provide activities and interpretation for visitors of all ages and abilities

- Install a train-themed playground apparatus for young children
- Provide youth-oriented interpretive signs throughout the park and within the rail cars. Have each car tell a different "story" or ask questions of the visitors
- Offer more "hands-on" activities inside the museum such as pulling levers, operating a wheel, blowing a whistle, etc.
- Install a "kids corner" with train themed books and toys in the museum for preschool aged visitors
- Develop an audio guide with in-depth interpretation of exhibits
- Develop a scavenger hunt for families, bullet tour for those with little time, and a cell-phone or QR code tour for those who like to use technology
- Make at least one of each type of railcar accessible for the mobility impaired (and strollers)

3. Involve the community

- Develop a preschool and youth program guide and invite schools and childcare centers to visit
- Offer "scout badge days" and opportunities for Eagle Scout projects
- Initiate or coordinate with a local model train club to continually refresh the model train exhibit

- Enlist volunteers from the community to assist during open hours and offer "Community Service" hours and volunteer appreciation events
- Partner with local train clubs and service organizations to foster and expand interest in the park
- Look for opportunities to highlight members of the community in relation to the railroad

4. Make a connection to Hagerstown as a Railroad Hub

- Develop an outdoor display about the Western Maryland and other train routes that travelled through Hagerstown
- Tell the story of one or two local residents that were impacted by the railroad
- Install large screen television in museum and show newsreels of Hagerstown and the railroad at the turn of the century
- Provide a large scale wall map showing the railways in relation to Hagerstown
- Offer community events that interpret the history of the railroad in an entertaining and educational way
- Create a digital data base of all artifacts, equipment and displays with owner clearly listed and accept donations and loans from the community

5. To increase visitation as a must-see destination in Hagerstown and City Park

- Develop and utilize a consistent "brand" for all materials, including brochures, signs, fliers, etc.
- Redesign brochure to be more welcoming and inclusive, directing readers to the website for more information
- Make brochures available at all visitor's centers, City Hall and local hotels
- Update website to me more inviting and engaging and include links for further exploration
- Work with Public Information Officer to solicit stories to be published in local newspapers, magazines and on-line sites that highlight the Museum and Steam Engine
- Advertise in local train publications
- Continue to offer special events and expand seasonal events to build awareness in the community
- Coordinate with Washington County Visitors Bureau to publicize the Museum and special events
- Continue to run special segments on local cable and highlight members of the community to tie the Western Maryland Railroad to the development of Hagerstown

HAGERSTOWN PARKS AND RECREATION MARKETING PLAN

Draft 9/18/17

<u>Purpose:</u> This document is a tool to outline a marketing initiative for the City of Hagerstown Parks and Recreation Division of the Department of Parks and Engineering from FY2018 to FY2023. The plan provides direction for all programs and facilities in a general manner and includes:

- Situational analysis
- Marketing initiatives
- Implementation strategies
- Tactical action plan
- Budget implications
- Measurement objectives
- Sample facility quarterly marketing plan

This plan is general in nature for the Parks and Recreation Division and should be supplemented by a more specific plan for each facility and program division. This plan should be reviewed and updated annually to reflect improvements in technology, social media trends and cost effectiveness.

<u>Goal:</u> To identify strategies, venues, schedule and methods of promoting Hagerstown Park and Recreation as the "Go-to" provider of recreational activities and facilities.

<u>Background</u>: In preparation for the June 2017 Strategic Plan for Hagerstown Parks and Recreation, a citizen survey was conducted to determine needs and interests in the community. When asked why they did not attend an event or visit a facility, 40% responded "I do not know what is being offered". Although parks have been part of the Hagerstown infrastructure for many years, the Recreation Activities Division is relatively young. This lack of awareness is not unusual, but must be addressed. In the Strategic Plan development, staff made one of the primary goals target marketing the department as a provider of "Fun". That goal and strategies are listed below:

GOAL #2 Increase awareness of programs and services using innovative promotional and marketing initiatives

6		
OBJECTIVE	Begin/End	Division
Develop a Department Marketing Plan (S)	2017/2017	Admin/Rec
Expand uses of social media such as Facebook, Twitter,		
Instagram and YouTube to increase promotion efforts by at		
least 10% and inform the public about upcoming events,	Ongoing	Recreation
programs, and informative segments about the department,		

focusing efforts toward Millennials (O)		
Partner with high profile organizations such as Meritus Health		
Care to market programs and facilities (O)	Ongoing	Recreation
Expand the use of the "Fit for You" brand to encourage active		
involvement in all segments of the community (O)	Ongoing	Recreation
Explore a cooperative internship program with the Marketing		
departments at local colleges and universities and create a job	2017/2017	Admin/Rec
description for a part-time marketing person (S)		
Explore all options to increase promotion of the seasonal		
recreation guide (M)	2017/2018	Recreation

This plan reflects objectives developed in the Strategic Plan and further develops these to include specific strategies, deadlines, and measurement of attendance and awareness. Initiatives that involve additional funding are detailed in the Budget Implications section.

SITUATIONAL ANALYSIS

The City of Hagerstown sits at the crossroads of two major interstate highways and is a gateway to the cities of Baltimore and Washington. Greater Hagerstown is the fastest-growing metropolitan area in the state of Maryland and among the fastest growing in the United States. Despite its semi-rural Western Maryland setting, Hagerstown is a center of transit and commerce. Interstates 81 and 70, CSX, Norfolk Southern, and the Winchester and Western railroads, and Hagerstown Regional Airport form an extensive transportation network for the city. Hagerstown is also the chief commercial and industrial hub for a greater Tri-State Area that includes much of Western Maryland as well as significant portions of South Central Pennsylvania and the Eastern Panhandle of West Virginia. Hagerstown has often been referred to as, and is nicknamed, the Hub City.

With a population of just over 40,000 in 2014, 80% are white, non-Hispanic, 13% black or African American and 5% Hispanic or Latino. The median income is \$38,000 and 57% of the households are families. Almost 60% of the population (age 16-64) work full-time while only 14% of the same age group was unemployed. The median age is 33.8, which is almost 5 years younger than the median age in Maryland.

Hagerstown has several corporate and government offices which house hundreds of employees. The larger companies are Meritus Health Care, Volvo, Citibank, Washington County Government, FedEx and Herald Mail Media. Employees of these agencies and their families can take advantage of the city facilities, parks, programs and events and should be considered as a target market.

Given the information above, the primary initiatives of this plan will direct initiatives toward young adults and families with constrained discretionary income and limited unscheduled time.

The focus will be on marketing recreational opportunities to support the health and well-being of the community, regardless of age, income or time.

MARKETING INITIATIVES

Based on the objectives in the Strategic Plan, the Customer Identification and discussions with staff review of "Best Practices", the following initiatives were developed to enhance the effectiveness of marketing recreation programs and facilities:

- 1. Maintain a strong customer focus
- 2. Strengthen the department Brand
- 3. Install and maintain clear and attractive signage
- 4. Increase social media presence
- 5. Enhance the department website
- 6. Increase distribution of seasonal recreation guide
- 7. Enhance the usage of analytics on the web and in the registration system
- 8. Provide Marketing resources and training to staff
- 9. Partner with local organizations

IMPLEMENTATION STRATEGIES

MAINTAIN A STRONG CUSTOMER FOCUS

Identifying customers and realizing their needs and desires is paramount to the success of any marketing efforts. Every effort should be made to **promote** programs and services with the customer in mind. The message delivered should not be about Hagerstown and its Parks and Recreation programs, but about it's about the people and how it will benefit and enhance their lives. Messaging should extend not only in print but social media.

- > Keep participation cost at or below other agencies providing the same services
- Utilize "secret shopper" or focus groups to solicit ideas for programs and facility improvements
- Promote programs to a target audience such as preschools, home-schoolers, sports participants, etc.
- Regularly survey customers to gain feedback and adjust services to meet their needs

STRENGTHEN THE DEPARTMENT BRAND

The "Fit for You" brand can be used in facilities and programs to identify the department and present a unified public presence among facilities and programs.

- Expand the logo and create templets for posters, banners, fliers and promotional material \$
- Develop logo guidelines, including design and usage standards
- Insure that all marketing material includes the brand along with consistent contact and website information

INSTALL AND MAINTAIN CLEAR AND ATTRACTIVE SIGNAGE

Signs visible from roadways or at facility entrances are interpreted as an example of what is inside. Welcoming, attractive and easy to read signs invite potential customers to visit.

- Inventory the existing signs for each facility and evaluate the location
- Examine each facility's entrance and look for ways to "invite" new customers using signs
- Develop a template that identifies this as a Hagerstown Parks and Recreation facility \$
- Use banners as appropriate to give a preview of what is inside or promote special activities \$

INCREASE SOCIAL MEDIA PRESENCE

The current Facebook page has over 6,000 followers and a rating of 4.5 stars. This is remarkable compared to other departments of this size (Frederick R&P 2,477 with 4.2 stars and Gaithersburg P&R 1,693 with 5 stars). With so many followers, it is clear that social media promotion should be a priority.

- Continually update Facebook page daily and encourage interaction by sponsoring contests and conducting one-answer surveys
- Use Facebook to promote significant events using a "boost" option \$
- Create an Instagram account and upload photos daily
- Create Facebook and Instagram accounts for each facility and update regularly with photos, videos and notifications of events
- Add social media logos to signs, fliers and in the Recreation Guide
- Cross market between social medias to increase awareness of all facilities and programs
- Utilize the City's You Tube channel to promote facilities, upcoming events and highlight ways that people can get involved

ENHANCE THE DEPARTMENT WEBSITE

The current website is housed within the City of Hagerstown website. It should be easy to use and entice visitors to explore opportunities available and get more details. Easy registration and search features are key to the effectiveness of the website.

- ➤ Have webpages evaluated by LERN or other marketing organization and act on feedback received
- Identify one staff member to oversee the website and insure that all information is up to date and relative
- Link webpage to user groups and to social media sites

Add photos and videos that enhance the visitors experience

INCREASE DISTRIBUTION OF SEASONAL RECREATION GUIDE

The seasonal guide is an essential marketing tool that provides a comprehensive listing of activities, facilities and services available to your patrons. It has a shelf life of approximately six weeks, although promotion of future activities and events held during the 4-month period give patrons an opportunity to plan ahead.

- Bulk mail Recreation Guides to all residents as this insures that everyone receives one \$
- Continue to distribute guides to local libraries, Recreation and Arts Centers, Special events and grocery stores
- ➤ Have the Recreation Guide evaluated by LERN or other marketing organization and act on feedback received
- ➤ Publicize the release of the guide each season on the website, on banners, through social media and in a PSA. Consider mailing a 4-color postcard to each home announcing the guide is available in-lieu of mailing the brochure

ENHANCE THE USAGE OF ANALYTICS ON THE WEB AND IN THE REGISTRATION SYSTEM

Tracking registrations and attendance and comparing your agency to other providers provides a valuable measure of your success and allows adjustments to be made based on scientific data. This is the systematic collection and analysis of publicly available information about competitors and developments in the field of recreation. A marketing intelligence system gathers, analyzes, and distributes information about the recreation organization's competitive, membership, membership retention, budgetary, demographic, and political conditions. Its goal is to improve strategic decision making, assess and track competitors' actions, and provide early warning of opportunities and adversities.

- Use the registration software to monitor registrations per date and site visits
- Capture and use participant addresses to market programs in a specific neighborhood using email and direct mail
- Review quarterly reports on revenues vs expenditures will help justify adjusting your cost and program offerings
- Obtain and review reports on web and social media visits to adjust marketing efforts\$

PROVIDE MARKETING RESOURCES AND TRAINING TO STAFF

The City's Marketing division is a valuable resource for the Recreation and Parks division. Staff should continue to send press releases, brochures, web updates, video ideas and marketing materials to the Marketing division to review, design and complete. This will help unify the division around common messages and establishes a cohesive brand with the City.

➤ Join LERN or another marketing organization and provide staff with training for using this resources to improve website, guide and other marketing efforts \$

- Each division or facility should meet regularly (2-3 times per year) with the Marketing division to review upcoming events, openings and messages to convey
- A quarterly marketing plan (see attached sample) should be completed for each facility to aid in the Marketing divisions efforts
- Provide periodic training on the website, social media, and creative writing for staff \$
- Create a marketing form for staff to use to submit to Marketing when requesting a logo, flyer, banner, brochure, press release or other marketing item to insure all necessary information is included
- ➤ Initiate and maintain a photo drive where all staff can store photos to be used by all P&R and Marketing staff
- Regularly update software and make it available to staff to improve efficiency and creativity

PARTNER WITH LOCAL ORGANIZATIONS

Creating and nurturing partnerships serves multiple purposes. Dual marketing to all partners, added volunteers, increased participation and in some cases increased revenue for one or all of the partners. Make sure that the responsibilities and profit distribution is clearly identified and agreed upon by all partners.

- Develop a cooperative internship program with the Marketing departments at local colleges and universities and create a job description for a part-time marketing person \$
- Meet with Meritus Health to develop a calendar of events and programs that can be cosponsored and advertised to their members
- > Contact each of the following local service organizations to give a presentation and determine how you can best reach their members:
 - Hagerstown Elks Lodge http://www.hagerstownelks378.com/about1
 - Hagerstown Kiwanis Club http://www.hgrkiwanis.org
 - Hagerstown Lions Club http://e-clubhouse.org/sites/hagerstown/page-7.php
 - o Hagerstown Rotary Club http://www.hagerstownrotary.org/foundation.php
 - Hagerstown Women's Club http://www.womensclubhagerstown.org
 - Masonic Lodge http://www.lodge84.org
- Nurture partnerships with other recreation providers to establish co-operative programs and dual marketing efforts, including:
 - o YMCA/HEAL
 - Washington County Parks and Recreation
 - Washington County Public Schools
 - o Hagerstown Community College
 - o Girls, Inc.
 - Robert Wood Johnson Community Center
 - Washington County Arts Council
 - o Discovery Station
 - Museum of Fine Arts Washington County

ACTION PLAN

(PLAN TO BE ADDED WHEN INITIATIVES ARE APPROVED)

	(1 2 11 1 7 2 1			

BUDGET IMPLICATIONS

(BUDGET NUMBERS TO BE ADDED WHEN INITIATIVES ARE APPROVED)

Expand the logo and create templets for posters, banners, fliers and promotional material

Develop a template that identifies this as a Hagerstown Parks and Recreation facility

Use banners as appropriate to give a preview of what is inside or promote special activities

Use Facebook to promote significant events using a "boost" option

Bulk mail Recreation Guides to all residents as this insures that everyone receives one

Obtain reports on web and social media visits to adjust marketing efforts

Join LERN or another marketing organization

Provide periodic training on the website, social media, and creative writing for staff

Create a part-time marketing person

MEASUREMENT

(MEASUREMENT TO BE ADDED WHEN INITIATIVES ARE APPROVED)

REQUIRED MOTION MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

<u>Topic:</u> IAFF Local 1605 Labor Contract - <i>Scott Nicewamer, Director of Te Communications, and Support Services; Wendy Nussbaum, Director and City Council Action Required:</i>	0 ,
Discussion:	
Financial Impact:	
Recommendation:	
Motion:	
Action Dates:	
ATTACHMENTS: File Name IAFF_Local_1605_Labor_Contract_Approval.pdf Agreement_with_IAFF_1605.pdf	Description IAFF Labor Contract Approval Agreement with IAFF



CITY OF HAGERSTOWN, MARYLAND

Department of Information Technology (301)739-8577 ext 161

TO: Valerie Means, City Administrator

FROM: Scott Nicewarner, Director of Technology, Communications and Support Services

DATE: October 3, 2017

RE: IAFF Local 1605 Labor Contract Approval

The City's negotiating team has reached agreement on a new contract with International Association of Firefighters Local 1605. This collective bargaining agreement has been ratified by the union's membership on October 1, 2017. If Mayor and Council find the tentative agreement acceptable, it will be scheduled for formal Mayor and Council approval during the Special Session on October 3, 2017. Mayor and Council adoption of this collective bargaining agreement is recommended.

The list below summarizes the changing provisions.

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

- 1) Term: A term of one year from July 1, 2017 through June 30, 2018.
- 2) <u>Wages</u>: Members will be restored to the current labor pay scale as to their current year of service as of July 3, 2017 and frozen there for the duration of the contract. Pay will be made retroactive to July 3, 2017.
- 3) <u>Healthcare</u>: 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.
- 4) <u>Grievance Process</u>: Process was streamlined to incorporate the immediate option for resolution at the first supervisor level, or immediate escalation to Fire Chief as Step 2. Time was provided to allow for adequate time to respond due to current staffing levels.

A summary of changes is attached, with reference to the Article and Section modified.

The cost restore members to current year of service on the current pay scale for FY18 is \$236,202.72 all of which is budgeted and expended for out of the General Fund.

Changes to IAFF Local 1605 Contract

- Page 1 Update contract term
- Page 4 Update table of contents
- Page 6 Correct grammar and punctuation
- Page 6 Article I, Section 1 Insert AFL-CIO affiliation
- Page 6 Article I, Section 2 Update language, correct punctuation
- Page 7 Article I, Section 3 Update No Discrimination Clause.
- Page 9 Article III, Section 1 Update contract term
- Page 11 Article IV, Section 1 Change "Local #1605, I.A.F.F." to "the Union"
- Page 10 Article IV, Section 2 Update language, include written authorization requirement
- Page 11 Article IV, Section 4 Allow Union 7 days to respond (change from 5 days).
- Page 11 Article IV, Section 5 Update language to allow all on-duty employees to attend scheduled union meetings
- Page 12 Article V, Section 4 Update language, insert representation by Director of Human Resources at meetings scheduled between the Union and the City. Reformat last section from listing to paragraph form.
- Page 12 Article V, Section 4, Subsection a correct capitalization of "Union"
- Page 14 Article VI, Section 1 Update language
- Page 14 Article VI, Section 3 Modification of grievance process to streamline process.
- Page 16 Article VII, Section 4 Time frame for recalled employees to report for duty changed.
- Page 17 Article VIII Change title to "Work Assignment, Training, & Evaluations"
- Page 17 Article VIII, Section 1-A Elimination of paper bulletin board to e-mail notification. Reduce time required to bid positions.
- Page 18 Article VIII, Section 1-B Require the certification which counts within the department.
- Page 18 Article VIII, Section 3 Update language to include the Union
- Page 19 Article VIII, Section 4 Update approval for transfers lasting longer than 30 calendar days
- Page 19 Article VIII, Section 5 Update years of experience required or Public Educator or Deputy Fire Marshall
- Page 24 Article X, Section 6 Update language
- Page 25 Article X, Section 10 Correct grammar
- Page 25 Article X, Section 11 Payment for unused vacation leave if City proven to be responsible for the leave being unused.
- Page 27 Article XI, Section 3 Criteria for years of credited service / retirement plan to receive sick leave balance.
- Page 28 Article XI, Section 3 Remove outdated language
- Page 28 Article XI, Section 7 Update Workers' Compensation Leave duration for freezing of benefits
- Page 30 Article XII, Section 1 Changed "shift days" to "hours". Add confirmation of obituary to show relationship.

- Page 30 Article XII, Section 3 Cover amount of time to travel from "shift days" to "hours". Language clean-up.
- Page 33 Article XIII, Eligible Retiree Healthcare Benefits Update retiree stipend amount
- Page 33 Article XIII, Employee/Retiree Healthcare Benefits Update effective date of frozen premium rates; Change "Local 1605" to "the Union"
- Page 33 Article XIII, Fitness for Duty Physical Examinations Change section title to "Physical Examinations"; Update language and correct punctuation
- Page 34 Article XIII, Physical Examinations Add PSA to list of laboratory studies; Add employee ability to request laboratory work annually; Add CDL physical; Update release of information from "Fire Chief" to "City's Department of Human Resources"
- Page 40 Article XV, Section 2A Update Deputy Fire Marshall clothing allowance.
- Page 42 Article XVII, Military Leave Changed duty shift from ten (10) to fifteen (15) per federal law for payment of straight time rates.
- Page 45 Article XX, Pay Scales Remove outdated pay scales, insert current pay scale and frozen step language. Modified Deputy Fire Marshal / Lieutenants first hire step per contract changes.
- Page 48 Article XXIII, Ratification Update contract approval date, update Union negotiating team and Councilmember signatures

AGREEMENT BETWEEN THE CITY OF HAGERSTOWN, MARYLAND AND INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NUMBER 1605



Effective 0001 hours Saturday, July 1, 2017, And shall continue in full force And effect until 2400 hours on Saturday, June 30, 2018

Table of Contents

Purpose		5
Article I –	General Understanding	6
	Section 1 - Recognition	6
	Section 2 - Management Functions	7
	Section 3 - No Discrimination Clause	7
	Section 4 - Definitions	7
Article II -	No Strike, No-Lockout Clause	8
Article III -	Term	9
	Section 1- Length of Agreement	9
	Section 2- Additions, Amendments, Modifications to the Contract	9
	Section 3- Bargaining Committee	9
	Section 4- Bargaining Committee Compensation	9
Article IV -	Union Security	10
	Section 1- Union Membership	
	Section 2- Union Dues	10
	Section 3- Union Indemnification of City	
	Section 4- Notification of Changes to Dept. Regulations/SOGs	
	Section 5- On Duty Union Meeting Attendance	
Article V -	Representation	
	Section 1- Steward / Member Ratio	
	Section 2- Notification of Steward Names	
	Section 3- Time Off for Stewards to Handle Grievances	
	Section 4- Quarterly Meeting Between Union and City	
Article VI -	Grievance Procedure	
	Section 1- Time Limits	
	Section 2- Grievance Definition and Initiation	
	Section 3- Grievance Steps	
Article VII	- Seniority	
	Section 1- Seniority Standings/List	
	Section 2- Seniority Tie-Breakers	
	Section 3- Loss of Seniority	
	Section 4- Furloughs/Layoffs/Reduction in Force	
	Section 5- Seniority List Posting	
Article VIII	- Promotion or Transfers	17
	Section 1A- Vacancy Postings / Certifications / Training	
	Section 1B- EMT-I / Paramedic Certifications	
	Section 2- Position Elimination / Bumping	
	Section 3- Temporary Transfer of Employees	
	Section 4- Temporary Transfer Pay / Time Period	
	Section 5- Qualifying Years for Promotion	19

Table of Contents

Article IX -	Holidays	20
	Section 1A - Paid Holidays	20
	Section 1B - Personal Days	20
	Section 2- Scheduling of Time Off	20
	Section 3- Unused Holiday Time	
	Section 4- Days Off for Holidays Worked	
	Section 5- Holiday Sell Back	
	Section 6- Chargeable Holiday Definition	
Article X -	Vacations	
	Section 1 - Vacation Allowances	
	Section 2 - Computations of Vacation Pay	24
	Section 3 - Reimbursement of Reservation Costs	
	Section 4 - Vacation Pay In Advance of Vacation	
	Section 5 - Payment for Work During Vacation Time	
	Section 6 - Vacation Preferences	
	Section 7 - Vacation Requests	
	Section 8 - Definition	
	Section 9 - Payment of Earned Vacation Upon Leaving City Employment	
	Section 10- Vacation Accounts	
	Section 11- Vacation Carry-Over	
Article XI -	Sick Leave	
	Section 1 - Entitlement To Sick Leave	
	Section 2 - Use and Accumulation of Sick Leave	
	Section 3 - Payment of Sick Leave: Retirement	
	Section 4 - Payment of Sick Leave: Leaving Employment	
	Section 5 - Extended Absence Caused By Illness or Injury	
	Section 6 - Regular Relief Shifts	
	Section 7 - Workers Compensation Benefits	
	Section 8 - Definition	
	Section 9 - Study Committee	
	Section 10- Light Duty	
Article XII -	· Other Leave	
	Section 1 - Bereavement Leave	30
	Section 2 - Jury Duty	
	Section 3 – Union Delegate Leave	
	Section 4 - Family and Medical Leave	
	Section 5 – Shift Trades	

Table of Contents

Article XIII - Insurance Benefits	32
Retiree Healthcare Eligibility	32
Eligible Retiree Healthcare Benefits	32
Employee / Retiree Healthcare Benefits	33
Job-Related Death or Job-Related Disability	
Life Insurance	33
Physical Examinations	33
Employee Assistance Program	35
Article XIV - Overtime	36
Section 1 – Overtime Compensation	36
Section 2 – Non-Emergency Overtime Distribution	36
Section 3 – Distribution of Overtime	36
Section 4 – Off Duty Job Related Court Appearance Compensation	37
Article XV - Uniforms	
Section 1 – Initial Clothing Issuance / Annual Clothing Allotment	38
Section 2A – Fire Marshal Clothing Allotment	39
Section 2B – Public Educator Clothing Allotment	
Section 3 – Protective Clothing Issuance	
Section 4 – Sections 1 & 3 Clothing/Equipment Source	40
Section 5 – Wearing of IAFF Rocker	
Section 6 – Initial Deputy Fire Marshal Clothing Allowance	40
Section 7 – Personal Portable Radios	40
Section 8 – Uniform/Clothing Committees	40
Article XVI - City Indemnifies Employees	41
Article XVII - Military Service	42
Section 1 - Leave for Annual Military Training	42
Section 2 - Active Military Duty	42
Article XVIII - Work Week	
Section 1 – Work Week Schedule	43
Section 2 – Kelly Days	
Article XIX - Discipline and Discharge	44
Section 1 – Disciplinary Action	44
Section 2 – Discharge of Employee	44
Section 3 – Expunging Personnel Disciplinary Files	44
Article XX - Pay Scale Effective July 1, 2017	45
Article XXI - Retirement System	
Section 1 – Deferred Compensation Program	
Article XXII - Miscellaneous	
Article XXIII - Ratification	48

AGREEMENT BETWEEN THE CITY OF HAGERSTOWN, MARYLAND AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NUMBER 1605

PURPOSE

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

ARTICLE I

Section 1 - RECOGNITION

The City of Hagerstown, hereinafter sometimes called the "City" or the "Employer", recognizes Local #1605 of the International Association of Fire Fighters, AFL-CIO, hereinafter called the "Association" or the "Union", to the extent permitted by law, as the exclusive Collective Bargaining representative for the Fire Fighters, Apparatus Operators, Lieutenants, Deputy Fire Marshals and Public Educator of the Hagerstown Fire Department, excluding supervisors (as defined in the Federal Labor-Management Relations Act), in matters relating to rates of pay, wages, hours, and other conditions of employment.

Section 2 - MANAGEMENT FUNCTIONS

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial and administrative prerogatives and functions are retained and vested exclusively in the City, including but not limited to the right, in accordance with its judgment, to reprimand, suspend, discharge or otherwise discipline employees for just cause; to hire, determine qualifications, and assign and direct work; to promote, demote, transfer, layoff, recall to work, and retire employees; to set the standards of productivity and/or of the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which such operations are conducted; to cease any jobs, departments, operation or service; to control and regulate the use of machinery, facilities, equipment, and other property of the City; to introduce new or improved research, service, distribution, and maintenance methods, materials, machinery, and equipment; to determine the number, location, and operations of departments, divisions, and all other units of the City; to issue, amend, and revise policies, rules, regulations, and practices necessary to carry out these and all other managerial and administrative prerogatives and functions entrusted to and conferred upon the City inherently and by law; and to take whatever action that is otherwise necessary in the City's judgment and discretion to determine, administer, and fulfill the mission of the City and direct the City's employees. The City's failure to exercise any prerogative or function hereby reserved to it, or the City's exercise of any such prerogative or function in a particular way, shall not be considered a waiver of the City's right to exercise such prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 3 - NO DISCRIMINATION CLAUSE

The parties to this Agreement agree that they shall not discriminate against any employee because of race, creed, color, sex, sexual orientation, marital status, national origin, age, physical or mental disability, or any other basis protected by law.

Section 4 - DEFINITIONS

For the purpose of definition, throughout this Agreement:

- 1. A duty shift Shall be a 24 hour period of scheduled work beginning at 0730 hours. A duty shift shall be divided into a shift day and a shift night.
- 2. A work day Shall be Monday through Friday from 8:00 a.m. to 5:00 p.m. when the City Fire Department Offices are scheduled to be open.
- 3. A calendar day Shall be consecutive days as they appear on a calendar.

ARTICLE II NO STRIKE, NO-LOCKOUT CLAUSE

STRIKE ACTIONS FORBIDDEN. The Union, its officers, agents, representatives, and members shall not authorize, participate in, ratify or condone any strike, slow-down, or stoppage of work, or other interference with or interruption of operations at any of the City's facilities.

LOCKOUT FORBIDDEN. The City of Hagerstown will not lockout any employee as a result of a labor dispute with the Union.

ARTICLE III TERM

Section 1

This Agreement shall become effective 0001 hours Saturday, July 1, 2017, and shall continue in full force and effect until 2400 hours on Saturday, June 30, 2018. It shall be self-renewing for yearly periods unless notice of intent to terminate or modify this Agreement is given in writing by either party by March 1st of the year in which the Agreement expires.

Section 2

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.

Section 3

The Bargaining Committee of the Union shall include not more than four (4) employees of the City of Hagerstown Fire Department. The Union shall give to the City in writing the names of its employee Representatives on the Bargaining Committee.

Section 4

Employee members of the Bargaining Committee will be paid by the City for the time spent in negotiations with management, but only for the straight time hours they would otherwise have worked on their regular work schedule.

ARTICLE IV UNION SECURITY

Section 1

All employees subject to the provisions of this Agreement, who are either current members of the Union, or become members during the term of this Agreement, shall maintain their membership. Any employee hired on or after the effective date of this Agreement shall become a member of the Union the first pay period following the completion of their one (1) year probationary period and shall maintain their membership during the life of this Agreement. During the probationary period a probationer may be discharged or reduced at the City's discretion and such action will not be subject to the grievance or arbitration procedure.

Section 2

The employer agrees to the adoption of a Union check-off system whereby Union dues as established by the Union will be withheld from each eligible employee's pay at source in equal amounts from each pay. Such withholdings for Union dues are to be transmitted to the Union not later than the twentieth (20th) day of each month. The Union shall notify the Employer thirty (30) calendar days prior to any change in such dues.

The employee must give the City written authorization for dues check-off. Any payroll deduction authorization shall be revocable at will in writing by the employee, and upon notice of any such revocation, the City's obligation to deduct dues shall cease.

In the event that any dispute arises with respect to any monies owing or believed to be owed to the Union under this Article, it shall be the sole responsibility of the Union to take whatever appropriate and lawful action which is necessary to collect such monies.

Section 3 - UNION INDEMNIFICATION OF CITY

The Union shall accept full liability for and indemnify and hold the City harmless from any and all claims of any employee, of Local, State or Federal Government, or of any other person, corporation or Association, including all grievances, arbitrations, awards, actions, suit, judgments, attachments or forms of liability that arise out of or by reason of any action taken or not taken by the City for the purpose of complying with any of the provisions of this Article. The Union assumes full responsibility for the disposition of the funds deducted under Section two (2) of this Article as soon as they have been remitted by the City to the Union.

Section 4

The Fire Chief shall notify the Union of any proposed modification to the Fire Department Rules and Regulations and/or Standard Operation Procedures. The Union shall have seven (7) calendar days to respond in writing to the anticipated changes. After negotiation with the Union and other sources, the Fire Chief shall have the absolute discretion to issue, revise or amend said regulations and procedures.

Section 5

All on-duty employees will be permitted to attend regularly scheduled union meetings one (1) time per month for a maximum of three (3) hours each. The Union shall give the Employer three (3) days' advance notice of the time. Meetings will be held at the Hagerstown Fire Department Administration Office, or five blocks of the square of Hagerstown. Arrangements shall be made by the Union and the Employer to assure that employees attending the meeting are available for emergency calls. Emergency calls shall take precedence over union business and the Employer shall not be required to hire overtime to cover the employees at the meeting.

ARTICLE V REPRESENTATION

Section 1

The Union members shall be represented by one (1) Steward for each ten (10) members or any major part thereof. The City of Hagerstown agrees that the Stewards, duly elected, shall act as the Grievance Committee during the term of this Agreement.

Section 2

A written list of Union Stewards shall be furnished to the employer immediately after their designation and the Union shall notify the employer of any changes of such Union Stewards.

Section 3

Union Stewards and the Union President shall be granted reasonable time off during working hours to investigate and settle grievances, upon notice to and with the approval of their immediate supervisor.

Section 4

The City and the Union agree to meet at least three (3) times, or as necessary, at a mutually convenient time to discuss any and all subjects of concern to the bargaining unit members, the Union of the Hagerstown Fire Department, or the City government, together with any other matters which may improve the operations and relationship of the City and its employees. Individual grievances will not be dealt with in these meetings. The meetings shall be held during normal working hours on the City's premises, without loss of pay to the employees involved.

The City and the Union agree to limit the number of representatives for Meet and Confer session to not more than four (4) participants each. Exceptions may be granted if either party requires additional participants, such as advisory personnel.

Such meetings will normally be conducted by the Fire Chief or his/her designated representative, and attendance by the Director of Human Resources or a designated representative. On occasions where matters of City-wide policies are concerned, the City Administrator or his/her designee may be invited to participate. A non-department member of the City's Negotiating Committee will act as a facilitator to the meeting if requested by either party.

The Union, Fire Chief, and City Officials agree to make all efforts to exchange agendas at least twenty-four (24) hours prior to the meeting date.

Within five (5) calendar days after the conclusion of a Meet and Confer session, the Union shall present a record of the items discussed, the progress on these and other items of interest, as well as any agreement on items or any other news for review by the Fire Chief. The report must be an accurate account of the Meet and Confer session and will be signed by the Fire Chief within five (5) calendar days of receipt before the Union may distribute it to its members. The Fire Chief will report back within fifteen (15) days to the Union to advise of the status and/or results of said projects, concerns, and discussions.

ARTICLE VI GRIEVANCE PROCEDURE

Section 1

It is the intent of the parties to this Agreement to prevent grievances and to settle any which may occur as fairly and promptly as practical. It is agreed that there should be time limits between the initiation of a grievance and its occurrence, once aware of, between steps of the grievance procedure and the time in which each answer must be given. Any grievance not initiated within these time limits will be considered settled by the Employer, employee, and Union. Time limits may be extended under this Article by mutual written agreement of the parties.

Section 2

A grievance is any dispute, controversy, or difference between (a) the parties, (b) management and an employee, or employees, or (c) between or among employees of the City of Hagerstown, on any issues with respect to, on account of, or concerning the meaning, interpretation or application of the Agreement or any terms or provisions thereof. Grievances may be initiated either by an individual employee or by the Union on behalf of one (1) or more employees.

Section 3

Grievances shall be processed in the following manner and within the stated time limits. Although a meeting is not required at any step of this process, if either party request a meeting, one shall be held at a mutually agreed upon time. The grievant shall have the right to Union representation during any such meeting, and the grievant and Union representative shall be on duty during the meeting. The request for a meeting shall not delay any of the deadlines described herein, except as mutually agreed upon by the parties.

Step 1: The aggrieved employee or group of employees, with the Union Steward, shall. Present the grievance in writing to the lowest level supervisor capable of resolving the matter. If not able to handle the situation immediately the grievance will be given to the Fire Chief. The grievance must be so presented within twenty (20) calendar days of (1) its occurrence or (2) when the grievant should reasonably have known of its occurrence. The Fire Chief shall respond within fifteen (15) calendar days of the presentation of the grievance. If the Fire Chief does not answer within the time allotted, the grievance automatically moves to the next step.

Step 2: If the grievance is not settled in Step 1, the written grievance shall be presented to the City Director of Human Resources within fifteen (15) calendars days after the response from

Step 1 is received. The grievance shall be presented along with all pertinent correspondence to date. The City Director of Human Resources shall reply to the grievance in writing within fifteen (15) calendar days of the day of presentation of the written grievance. If the City Director of Human Resources does not answer within fifteen (15) calendar days, the grievance automatically moves to the next step. The City Director of Human Resources shall meet with the individual employee and/or appropriate Union representative before replying to the grievance.

Step 3:Final and binding arbitration is limited to grievances arising out of alleged violation or interpretation of a specific provision of the Agreement. If a grievance is still not resolved in Step 2, the aggrieved party may, , upon written notice to the other, request that the grievance be submitted to arbitration. Such request for arbitration must be made within thirty (30) calendar days after the reply of reply from the mediator, unless step was not required as outlined above. If, however, the grievance is not appealed to arbitration as provided for, the reply shall be considered as the resolution of the grievance. The party requesting the arbitration shall request a panel seven (7) individual Arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties agree that the location of all grievances for purposes of requesting a panel shall be the City of Hagerstown, and that all arbitrators shall have an address of within 250 miles radius of the location of the grievance. An arbitrator shall be selected within fifteen (15) calendar days of the receipt of the panel.

If either party requests mediation, a mutually acceptable mediator through FMCS will be used for the purpose of conducting non-binding mediation of the dispute.

ARTICLE VII SENIORITY

Section 1

Seniority standings 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 employment as a Fire Department employee. Following the completion of a period of probation, not to exceed one (1) year, all new employees shall be placed on the seniority list as of the date of their first (1st) day of current employment.

Section 2

When personnel are employed by the City on the same date, the seniority among them shall be determined by test scores. In the event of tied positions on the eligibility list, seniority shall be determined upon the order in which each employee was appointed by the Fire Chief.

Section 3

An employee shall lose his/her seniority upon voluntary resignation from employment. An employee's seniority shall not be terminated because of authorized leave of absence or layoff. The employee shall return to work within fourteen (14) calendar days of written notice of recall by registered letter to the last known filed address or forfeit his/her seniority rights.

Section 4

The City reserves its Management Right to furlough up to four (4) duty shifts per employee per fiscal year, or lay off employees during the term of this contract. In case of reduction of force, or elimination of position, seniority shall govern. Layoffs shall begin with the employee with the least amount of seniority. Employees shall be recalled in the inverse order of layoff. Recalled employees shall have up to two (2) weeks to report to duty after being notified that they have been recalled. No new employees shall be hired until the employee or employees on layoff have been given the opportunity to return to work.

Section 5

The Fire Department shall establish a seniority list which shall be brought up-to-date on January first (1st) of each year and immediately thereafter shall be posted on the employee bulletin boards. Such list shall contain dates of hire and classifications. The posted updated list shall stand approved as posted unless objections thereto are reported to the Fire Chief.

ARTICLE VIII

WORK ASSIGNMENT, TRAINING & EVALUATIONS

Section 1 A

The use of e-mail as a communication medium is important in keeping bargaining members informed of command staff communications. It is highly advisable and recommended that each employee check and monitor e-mail communications from their employer on a regular basis when able. It is optimal that on-duty employees, at a minimum, access the City e-mail system once during the 10-hour dayside portion of the shift and once during the 14-hour portion of the shift.

At the time a position comes open for bid, a representative of management will contact all personnel, in seniority order, and personnel will either accept or reject the position. Once a person accepts the position, their position will then become available and the process repeated until all positions are filled. Employees will be moved to their new position at the beginning of the next pay cycle.

The term "qualifications" includes minimum training, experience, attendance, disciplinary records, performance evaluations and ability necessary to perform the job as follows:

All employees covered by this agreement shall, as a condition of employment:

- Obtain certification for the highest Fire Fighter level of the Maryland Fire Service Personnel Qualifications Board.
- Obtain and maintain Fire Fighter First Responder or EMT training.
- Obtain and maintain the Rescue Technician Vehicle & Machinery Rescue and Confined Space Rescue.

Employees who hold the position of Fire Apparatus Operator shall also:

- Meet the requirements of N.F.P.A. 1002, Chapters three (3), four (4), and five (5) for the particular apparatus for which they filed applications.
- Obtain and maintain certification as Fire Apparatus Driver/Operator from the Maryland Fire Service Personnel Qualifications Board.

The City shall provide the required training and make it available a minimum of two (2) separate duty shifts per Battalion, but not on the same day of the week. If the City is unable to provide the training or an employee misses the training for valid reasons, the employee shall, with prior

supervisory approval, attend another class while off duty. If this occurs the employee will be reimbursed at the rate of time and one-half (1-1/2) his/her rate of regular pay, for the time actually spent or two (2) hours whichever is greater. Any employee on duty may be relieved with prior supervisory approval to attend said classes with no charge to his/her vacation, holiday or sick leave time.

Employees covered by this agreement may obtain training and certification in the following areas and will be reimbursed by the City of Hagerstown for the cost of the certifications when proof of certification(s) and receipt of payment is received by Management:

Hazardous Materials Incidents – Technician and Incident Commander; Rescue Technician – Rope Rescue, Surface Water Rescue, Structural Collapse Rescue, Trench Rescue; Fire Officer I, II, III, and IV; Fire Service Instructor I, II, and III; Health & Safety Officer; Incident Safety Officer; Incident Safety Officer – Fire Suppression, Emergency Medical Service Operations, Hazardous Materials Operations, and Special Operations.

Section 1 B

It is understood that at this time the City does not provide recertification training for personnel with EMS certifications higher than the EMT-B level (i.e. EMT-I and Paramedic). In such cases, any employee on duty may be relieved with the prior supervisory approval to attend recertification training for personnel with EMS certifications through MIEMSS higher than the EMT-B level (i.e. EMT-I and Paramedic) with no charge to his/her vacation holiday or sick leave time. Any said employee attending recertification classes while off duty will be reimbursed with Compensatory time, for the time actually spent in class, not to exceed forty-eight (48) hours.

Section 2

If it becomes necessary to eliminate, on a permanent basis, any position held by any bargaining member covered by this Agreement, the affected personnel, by seniority, shall be permitted to take over (i.e., "Bump") the least senior employee's position (provided said bargaining member has the seniority to do so).

Section 3

The employer may make temporary transfers of employees to positions other than those they normally perform in order to meet the requirements of the operations of the Department.

The employer shall make transfers based on seniority and training levels of employees for the position the employee is to be transferred to. The employee may oppose said transfer should there be a less senior employee with required training level.

Transfers are permitted only for the expressed purpose of maintaining adequate emergency service. Transfers shall be permitted for training and educational classes only upon mutual agreement of the Fire Chief, Union, and the affected personnel covered by this Agreement. Transfers for training and educational classes shall not affect other employees' vacation and holiday time.

Section 4

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. Temporary transfers shall be for a period no longer than thirty (30) calendar days, unless mutually agreed by the Fire Chief, the Union President, and employee(s). Any position that requires more than thirty (30) calendar days of temporary transfer shall be considered an open position and be posted.

Section 5

The following years of experience are necessary to qualify for:

- A. Public Educator or Deputy Fire Marshal Five (5) years' experience in the Department
- B. Captain Five (5) years' experience in the Department including 6 months experience as a Fire Apparatus Operator.
- C. Training Officer Three (3) years' experience in the Department
- D. Lieutenant Five (5) years' experience in the Department including 6 months experience as a Fire Apparatus Operator.

ARTICLE IX HOLIDAYS

Section 1A - PAID HOLIDAYS

The following days shall be Holidays with pay: New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Independence Day (July 4), Labor Day, Veterans' Day, Thanksgiving Day, and the day after Thanksgiving, the last work day before Christmas, and Christmas Day.

Section 1B - PERSONAL DAYS

Each employee shall receive three (3) personal days. Personal days must be used in the calendar year in which they are given and may not be carried over to the following calendar year.

An employee hired before July 1 shall receive three (3) personal days with pay for that calendar year. An employee hired on or after July 1 shall receive one (1) personal day with pay for that calendar year. An employee who begins work on or after December 1 shall not receive any personal days for that calendar year.

Section 2

Due to the continuing service necessary in the Fire Department, all Holiday time may be taken at the request of the employee, providing there are qualified personnel to be assigned by the Fire Chief, and it does not create an overtime situation, unless the said overtime is the result of a job related injury or Workers' Compensation illness. Vacation time shall take precedence over Holiday time, furlough days and carry-over vacation time providing Vacation time has been approved prior to the request for Holiday time, furlough days and carry-over vacation time. All employees in the Fire Suppression Division must schedule his/her vacation time during a 24 hour duty shift (2 for 1). Vacation time preference shall be awarded on a seniority basis. At this time all employees who so desire shall have the opportunity to schedule his/her vacation time. All employees who have a half shift (12 hours) shall be permitted if he/she desires to schedule one (1) ½ (half) shift during the course of scheduling his/her vacation time. This rule applies to those employees with 2 ½, 7 ½, and 12 ½ vacation duty shifts.

After the scheduling of vacation time, the time off book shall be distributed to all employees. This shall be done on a seniority basis. At this time all employees who so desire shall have the

opportunity to schedule his/her remaining vacation time and holiday time. This may be done in full duty shifts or ½ (half) shifts. All time (Vacation and Holiday) shall be considered the same.

After the scheduling of vacation time and holiday time, the time off book shall be distributed to all employees. This shall be done on a seniority basis. This must be scheduled during a 24 hour duty shift.

After the scheduling of vacation time, holiday time, and furlough days, the time off book shall be distributed to all employees. This shall be done on a seniority basis. At this time all employees who so desire shall have the opportunity to schedule his/her remaining carry-over vacation time, provided that he/she uses the excess unused vacation time between January 1 and June 1 of that calendar year.

Scheduling of Vacation and Holiday time, furlough days and carry-over vacation time shall commence on October first (1st) of the prior year, with the understanding that Vacation times shall have preference over Holiday time. All scheduling shall be done on a seniority basis per shift. All requests must be in by January fifteenth (15th) of each year. After January fifteenth (15th) all requests for Vacation and Holiday and carry-over vacation time are on a first requested basis, with no difference between Vacation or Holiday time, or carry-over vacation time.

Section 3

Unused Holiday time, at the end of the calendar year, shall be forfeited, unless the City is the cause of the unused leave. In this instance, the employee may carry over the unused leave, but must use the leave between January first (1st) and June first (1st) of that year.

Section 4

For each day that an employee is entitled to be given a day off by virtue of working on a holiday, he/she will be given a regular shift day or shift night off from work with pay.

Section 5

In addition, it is agreed that in addition to the Holiday pay noted in the previous Sections, employees shall be paid at the rate of time and one-half (1-1/2) for the hours actually worked on a Holiday, up to a maximum of six per fiscal year. If, however, an employee is in an overtime situation during these Holidays, then he/she shall be paid at the rate of two (2) times his/her regular rate for the hours actually worked. OR employees may elect to be paid for six of the twelve holidays during the week in which the Holiday occurs: OR a combination of the sell back and

welve holidays	. Employee "Z'	' may take pre	emium pay for	six of the twel	ve holidays.)	
Section 6 For the purpose noliday.	e of definition,	one (1) shift	day or shift	night shall be	considered a cl	nargeable

ARTICLE X VACATIONS

Section 1 - VACATION ALLOWANCES

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

- 1. There shall be no vacation time earned or accrued during the first six (6) months of continuous service.
- 2. Beginning in the 7th month 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.
- 3. Beginning on January 1st of the year in which the employee reaches his/her 61st month of continuous service, an employee shall earn 3.4615 hours per week with a limit of 180 hours for a full calendar year.
- 4. Beginning on January 1st of the year in which the employee reaches his/her 109th month of continuous service an employee shall earn 4.6154 vacation hours per week with a limit of 240 hours for a full calendar year of employment.
- 5. Beginning on January 1st of the year in which the employee reaches his/her 205th month of continuous service an employee shall earn 5.7693 vacation hours per week with a limit of 300 hours for a full calendar year of employment.

Hours accumulated in accordance with this paragraph 5 may be used as follows:

- (a) Hours available shall first be applied to a number of full shift days or shift nights.
- (b) Excess hours constituting less than one-half (1/2) of a full shift day or shift night shall be paid to the employee at the then-prevailing regular rate of pay.
- (c) If the excess hours constitute one-half (1/2) or more of a full shift day or shift night, such hours shall be considered as constituting a full shift day or shift night.

Section 2 - COMPUTATION OF VACATION PAY

Pay for all vacations will be based on the rates of pay of the employee during the time of his/her vacation.

Section 3 - 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 4 - 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 5 - PAYMENT FOR WORK DURING VACATION TIME

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

Section 6 - VACATION PREFERENCES

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 and no overtime is required, unless said overtime is the result of a job related injury or illness.

Section 7 - VACATION REQUESTS

Vacation requests must be made in accordance with Article IX, Section 2.

Section 8 - DEFINITION

For the purpose of definition, one (1) shift day or shift night shall be considered a chargeable vacation day.

Section 9 - PAYMENT OF EARNED VACATION UPON LEAVING CITY EMPLOYMENT

An employee leaving City employment will be paid for all vacation earned in accordance with Section 1, paragraph 5 of this Article and credited to his/her vacation account on January 1 of the calendar year in which the employee leaves employment. Unless the employee is leaving employment because of a termination for cause, the employee will also be paid for all vacation earned in the calendar year in which the employee leaves employment, in accordance with Section 1, paragraph 5 of this Article, but not yet credited to his/her vacation account.

Section 10 - VACATION ACCOUNTS

The status of each employee's vacation account will be available on their pay advice forms.

Section 11 – VACATION CARRY-OVER

Total vacation carry-over cannot exceed 120 hours plus the annual accrual amount for that year. Vacation allowance in excess of 120 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. If the employee is unable to use his/her excess unused vacation leave by June 2 of that calendar year, the City shall pay the employee for all unused excess vacation leave, if the City is the proven cause for the unused time.

ARTICLE XI SICK LEAVE

Section 1 - ENTITLEMENT TO SICK LEAVE

A new hire will have available to him/her, one (1) paid shift day or shift night of sick leave per month. As of January 1, 2011, all full time employees will earn the equivalent of one (1) sick day per month, accruing at 2.7692 hours per week. A medical doctor's certificate will be required for any absence in excess of four (4) consecutive scheduled shift days or shift nights that is caused by illness or injury. An employee who is going to be absent on a shift day or shift night, other than for a previously authorized absence, must directly notify the on duty Shift Commander before the duty shift is scheduled to begin and must so notify the On Duty Shift Commander on each duty shift day 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.

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

Section 2 - USE AND ACCUMULATION OF SICK LEAVE

- a. Use of Sick Leave: Sick leave may be used in any increment, as needed.
- b. Accumulation of Sick Leave: An employee may accumulate up to one hundred forty-five (145) shift days or shift nights maximum sick leave. The twelve (12) shift days or shift nights granted per year, as provided above in Section 1, may be accumulated to the 145 shift days or shift nights maximum.
- c. 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 shift days or shift nights maximum, as described above in subsection b. of this Section. A maximum of 100 shift days or shift nights may be recorded and banked in this manner. These shift days or shift nights 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. A statement of this

time will be issued to each employee annually. 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, with a maximum of four per calendar year. An exception to this would be that employees who used combined sick hours that total less than one full work day would still be eligible for sick leave to vacation conversion.

Section 3 - PAYMENT OF SICK LEAVE: RETIREMENT

When an employee retires with ten or more years of credited service and from the applicable retirement plan, he/she is paid the total amount of his/her accumulated sick leave from his/her "active" sick leave balance. The maximum payout for unused sick leave is capped at \$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).

Section 4 - PAYMENT OF SICK LEAVE: LEAVING EMPLOYMENT

If an employee leaves his/her employment with the City, he/she will be paid for the sick leave that he/she has accumulated in accordance with subsection b. of Section 2. Additional sick leave that has been "banked and recorded" in accordance with subsection c. of Section 2 is excluded for the purposes of this calculation. When an employee leaves service for reasons other than retirement, he/she shall be paid one-half (2) of the total amount of his/her accumulated sick leave shift days or shift nights, not to exceed six thousand dollars (\$6,000.00). In order for an employee to receive this benefit he/she must have completed five (5) years continuous full-time service.

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 c. 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 the 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.

Section 6 - REGULAR RELIEF SHIFTS

During sickness, an employee's regular relief shifts shall not be charged against his/her sick leave time.

Section 7 - WORKERS COMPENSATION BENEFITS

The City will provide, through an insurance carrier, Workers' Compensation Insurance which will pay the full amount of awards made by the Workers' Compensation Commission. When an employee takes a Workers' Compensation leave of one hundred and eighty (180) calendar days duration, or longer, the normal benefits which the employee earns by working, (i.e., holidays, vacation, sick leave time), are frozen at their existing levels on the first (1st) day of compensation leave and remain frozen until the employee returns to work.

Upon return to work by the employee, the number of days credit the employee had accrued when the leave began shall be activated and the employee shall immediately become eligible for future benefits to the same extent such benefits were being earned before the leave.

All absences shall be charged to Workers' Compensation leave if a bona fide Workers' Compensation claim develops.

In cases when a claim is doubtful, absences will be charged to sick leave or other leaves until a final ruling is made by the Workers' Compensation Commission. Upon having received the decision and it has been determined to be a valid claim, all leave shall be restored to the employee's accounts.

Section 8 - DEFINITION

For the purpose of definition, one (1) shift day or shift night shall be considered a chargeable sick leave day.

Section 9 - 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 to find ways to control these costs.

become disabled due to a non-line-of-duty condition to the same extent and in the same manner that it currently grants light duty to employees who are injured in a line-of-duty accident.	At the discre	LIGHT DUTY tion of the Fire Chief, the City		
<u> </u>			29	

ARTICLE XII OTHER LEAVE

Section 1 - BEREAVEMENT LEAVE

Each employee shall be granted forty eight (48) hours off with pay for a death in the employee's immediate family to attend the services. The immediate family shall be defined to mean one of the following: spouse; child; parent; brother or sister; grandparent; grandchild; step- father or mother; step child; aunt; uncle; niece or nephew; or family-in-law if confirmation is provided (obituary, etc.). The time off shall not be charged to sick, holiday, or vacation leave.

If additional time is needed for travel, it shall be granted upon justification to the employee's supervisor. Such additional time shall be unpaid, unless vacation, holiday, or sick leave is used. If an employee uses sick leave for a purpose described in this section, he/she shall not be penalized for such use.

Section 2 - JURY DUTY

An employee who is called for jury service will be granted leave for the necessary period with full pay, less payments received for the jury duty. Whenever the employee is temporarily excused from such jury duty by the court on his/her scheduled work day, he/she shall advise his/her supervisor as promptly as possible and report for work, if requested by the supervisor.

Section 3 – UNION DELEGATE LEAVE

Employees appointed as delegates shall be granted time off to attend and serve at the annual national and state conferences of their Union and health and safety seminars of their Union at no cost to the City or loss of vacation leave or holiday leave, *provided*, that the local Union has authorized the request and the Fire Chief has approved the time off. Such leave will not be longer than four (4) consecutive shift days or shift nights (48 personnel hours) per delegate per event.

Section 4 - FAMILY AND MEDICAL LEAVE

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

Section 5 – SHIFT TRADES

Full time career personnel will be authorized to trade shifts in accordance with the following procedures:

- a. The trading of shifts is defined as the trading of whole shifts or a portion of any shift.
- b. The trade of a shift must be approved by the employee's Battalion Chief or Captain
- c. Personnel may trade shifts when doing so will not create the need to hire an employee back on overtime.
- d. Trades in which an employee fills a position for another class that he or she is not technically qualified to fill (example: firefighter trading for FAO), may be withheld until it is determined that projected staffing needs are met. Final approval or disapproval of a trade request will be made no later than 24 hours before the requested date of the trade.
- e. Trades must be requested a minimum of 48 hours in advance unless extenuating circumstances exist which will be addressed on a case by case basis at the discretion of the Battalion Chief or shift Captain. Trades between qualified employees do not require 48 hours advance notice to the Battalion Chief or shift Captain.
- f. Repayment of traded time will be the sole responsibility of the individuals involved.

ARTICLE XIII

INSURANCE BENEFITS

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.

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 their eligible dependents who are eligible for the City's health insurance.

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 their eligible dependents who are eligible for the City's health insurance.

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 dependents who are eligible for the City's health insurance prior to retirement until the retiree/dependent becomes eligible for Medicare or is no longer an eligible dependent.

Eligible Retiree Healthcare Benefits

For all **eligible** retirees and their dependents who are covered on the health insurance prior to the employee's retirement from the City who are under age 65, a traditional 80/20% cost sharing program for medical costs will be made available by the City, unless the retiree or spouse has proven eligible for Medicare coverage. The retiree or spouse who has enrolled for Medicare coverage will have same options as retirees over 65.

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

Employee/Retiree Healthcare Benefits

For the term of this contract there will be no change in employee premiums for health care benefits. Premiums for employees and retirees under 65 with dependent coverage will be frozen at the existing rates as of July 1, 2017.

The City shall maintain a Health/Benefits Committee consisting of members of the Union and Management of the City, whose duties, among other things, are to perform periodic reviews of the City's Health Insurance benefits and level of coverage. The Committee will also study such matters as cost reduction and employee benefits education. The Committee will periodically review and make recommendations to the Mayor and Council on changes to the plans, in addition to changes to other health care plan options. Any change to the Level Plan that affects any member of the Union 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 family members (spouse, children) who are covered on the dental insurance prior to the employee's retirement from the City.

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

Job-Related Death or Job-Related Disability

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

Life Insurance

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

Physical Examinations

The City shall provide, at its expense, a complete and thorough fitness for duty physical examination every two (2) years for each employee:

- 1) Physical examination every two (2) years
- 2) Laboratory studies to include:
 - a. CBC (Complete Blood Count)
 - b. GCP (General Chemical Profile)
 - c. Lipid Profile
 - d. Stool for Occult Blood

- e. Urinalysis
- f. PSA (Prostatic Specific Antigen)
- 3) Chest X-ray
- 4) Hearing and Vision Test

In addition to the schedule listed above, all employees shall also receive a stress EKG (Electrocardiogram) according Bruce Protocol. In follow up exams, the City shall only provide additional stress EKG tests if such a procedure is recommended and prescribed by the City physician. Employees may also request the City to provide complete laboratory work on an annual basis.

All new employees covered by this agreement shall receive a base line spirometry test. This test shall be given no later than eighteen (18) months after said employees hire date. In addition, the City shall provide, at its expense, a physical examination that meets the requirements of the Department of Transportation for any employee who possesses a commercial driver's license ("CDL").

In addition, once during the term of this agreement all personnel shall receive a mandatory drug/alcohol screening. Procedure forms and disciplinary action shall be those as defined by the "Alcohol and Drug Program for the City of Hagerstown". Any additional test must be approved by the Fire Chief.

Any medical information arising from the physical and/or tests which is directly pertinent to the employee's fitness for duty shall be released to the City's Department of Human Resources by the physician. Failure to submit to the physical and complete all required tests shall result in progressive disciplinary action.

The City has the option to pay for the above listed physical and lab work using the employee's health care plan if said plan covers those services. The City shall reimburse all employees covered by this agreement for all co-pay amounts incurred by the employee due to the use of the City's health care plan for services listed above.

The employer agrees to pay for and replace optical and hearing devices/ equipment of a Firefighter damaged unintentionally while on duty. The Firefighter shall submit to the Fire Chief the billing for said optical/hearing devices/equipment or work and shall receive reimbursement for same, providing that it is verified by the Officer in Charge that said damage occurred while on duty.

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:

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.

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 XIV OVERTIME

Section 1

Any employee working beyond his/her regular assigned shift shall receive the overtime he/she actually works at time and one-half (1-1/2) or two (2) hours at time and one-half (1-1/2) whichever is greater. Any employee reporting for duty as the result of a call back shall receive the overtime he/she actually works at time and one-half (1-1/2) or four (4) hours at time and one-half (1-1/2) whichever is greater. If the holdover or call back is the result of any type of a declared or undeclared emergency, or on the order of a Superior Officer for any reason the overtime shall be paid. If the call back time work assignment and the Employees regular shift overlaps the four (4) hour overtime minimum shall be awarded if it is greater than the time actually worked.

Section 2

The Non-Emergency overtime work, if any, and the employees required to work such overtime hours shall be established by the most current fire department overtime SOG (Standard Operating Guideline).

Section 3

All overtime work must be approved in advance by the employee's supervisor, except in the case of an emergency.

The amount of overtime work, if any, and the employees required to work such overtime hours shall be established by the City, *provided*, *however*, that overtime work shall be distributed as equitably as is reasonably practical among qualified employees who are normally engaged in the work involved. Any error in the distribution of overtime hours shall be adjusted by the City though the priority assignment of comparable future overtime work, when available, to the employee who was erroneously deprived of such work.

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

Section 4 Any employee in the Fire Suppression Division summoned to court, Grand Jury, Department of Motor Vehicles hearings, and/or Juvenile Services hearing in connection with his/her official duties on his/her off-duty time shall be compensated under the call back procedures, set forth in Section 1.

ARTICLE XV UNIFORMS

Section 1

A. The City shall provide as soon as possible after employment:

Five (5) pairs of work pants

Five (5) golf style shirts

Four (4) work T-shirts

One (1) ball cap

One (1) uniform work jacket

Two (2) pair of shorts

Two (2) sweat shirts (long sleeve)

Two (2) pair of sweat pants

Thereafter every year the City shall supply all winter clothing by December 31 and all summer clothing by May 31. Each employee shall be allotted:

- One pair of work pants and one collared shirt and;
- Each employee will receive \$450 for uniforms and/or boots as approved in the Departmental Standard Operating Procedures. Unspent funds revert to the city.
- B. Within six (6) months of completion of the probationary period, one (1) complete dress uniform shall be provided. At the time of retirement, members shall be permitted to keep and maintain the dress uniform issued to them. This uniform shall be worn only when authorized by the Officer in Charge. When dress uniform replacements are needed, used uniforms should be returned. Dress uniform shall consist of:

One (1) Tie

One (1) blouse

One (1) pair trousers

One (1) uniform shirt

One (1) pair shoes

One (1) stovepipe hat

- C. One (1) complete set of the following shall be provided:
 - One (1) breast badge

Two (2) name plates

One (1) set of collar pins for shirts

One (1) set if collar pins for coat

One (1) hat badge

All apparel requiring shoulder patches and rockers shall be provided to the employee already sewn onto clothing per departmental standards.

Section 2A

Deputy Fire Marshals shall receive six hundred and fifty dollars (\$650.00) for each year of this Agreement for their clothing allowance.

Section 2B

The Public Educator shall receive the uniforms outlined in Section 1.

Section 3

All new employees shall be issued protective clothing as soon as possible. It consists of:

One (1) turnout coat

One (1) pair of turnout pants

One (1) helmet

One (1) pair of leather turnout boots

One (1) Nomex hood

One (1) pair of eye protection

One (1) SCBA face piece

Two (2) pair of fire fighters gloves

One (1) gear bag

One (1) face piece bag

One (1) pair of extrication style gloves

One (1) 50' piece tubular webbing

All of the above items shall meet or exceed OSHA and/or NFPA specifications. The Department Safety Committee shall be responsible for reviewing changes in OSHA and NFPA standards and submitting recommendations to the Fire Chief.

All employees covered by this Agreement who must wear corrective lenses while using SCBA's, shall be issued their own face piece fitted with spectacles inside the face piece.

Section 4

All clothing and/or equipment in Section 1 and Section 3 shall be provided from departmental existing supply, when available and in acceptable condition. When clothing and/or equipment in Section 3 requires replacement, used equipment shall be returned.

Section 5

All Union employees may wear the I.A.F.F. Rocker under the Departmental patch.

Section 6

When an employee is promoted for the first time into the Deputy Fire Marshal position the employee shall be granted a one-time clothing allowance of \$1,000.

Section 7

Employees shall be assigned his or her own portable radio, as funding becomes available.

Section 8

The City and Union shall establish a committee, with representation from both, to establish specifications and guidelines for the purchase of protective clothing, dress uniforms, and clothing worn by bargaining members.

ARTICLE XVI CITY INDEMNIFIES EMPLOYEES

The City agrees to indemnify all paid Fire Department Personnel from any liability or judgment
arising out of the performance of duty. The City shall provide legal assistance without cost to the
employee in such matters when necessary.

ARTICLE XVII MILITARY SERVICE

Section 1 - LEAVE FOR ANNUAL MILITARY TRAINING

Any employee who is a member of the National Guard or of any reserve component of the Armed Forces of the United States will be entitled to a leave of absence without loss of accumulated annual leave, during which he/she is engaged in the performance of annual official duty or training, pursuant to appropriate order. While on such leave, the employee shall be paid his/her regular straight time rate, less his/her military pay, *provided, however*, that such payment shall not exceed a total of payment for fifteen (15) duty shifts in any calendar year, and *provided further*, that there shall be no more than one such payment for any single leave.

In order to receive payment of salary under this Section 1, an employee must submit a copy of his/her orders with the City's Human Resources Department and with his/her Department Head. In addition, upon returning from his/her annual military training, the employee must provide to the Human Resources Department and to his/her Department Head a certification from his/her Commanding Officer confirming that he/she has performed his/her duty in accordance with the terms of the orders.

Section 2 - ACTIVE MILITARY DUTY

The City shall, in accordance with applicable federal law, guarantee any accrued seniority to any employee who volunteers for, or is called to serve, active military duty. The City shall also guarantee a comparable position for such employee upon his/her return to civilian life, to the extent required by federal law, *provided*, that the employee makes application for re-instatement within ninety (90) days after being released under honorable conditions from such military service. Employees who volunteer for, or are called to serve, active military duty shall not be paid for the period that they are on leave, *provided*, *however*, that they shall be paid for all accrued vacation at the time they take leave to perform active military duty.

ARTICLE XVIII WORK WEEK

Section 1

The basic schedule for firefighters and fire apparatus operators shall be 24 hours on duty followed by 48 hours off duty, with reporting relief time of 07:30 a.m.

Each employee working such shifts shall receive one (1) twenty-four (24) hour shift off during each three weeks, referred to as a Kelly Day.

Section 2

The Union agrees for the term of the contract, to decrease the number of Kelly slots per day from four (4) to three (3) with the exception of four (4) Kelly slots being available one (1) day each week. That day will either be a Tuesday, Wednesday, or a Thursday. Additionally, the number of leave slots available each day will be three (3). The following exception applies:

Kelly Days - A Kelly Day shall be defined as an off duty "duty shift" granted to all employees, for the exclusive purpose of maintenance and execution of the current work schedule. Kelly Days shall not be counted against, nor substituted for an employee's vacation, holiday or sick leave time.

The specific day shall be chosen by the employee according to seniority. Each shift will maintain and administer its own schedule.

If, for any reason, an employee permanently leaves their shift or position, said person's Kelly Day shall not be offered to the remaining members of the affected shift until said position is filled. The senior most employee of that shift desiring said day shall be assigned same. This person's day shall be filled likewise and so on until all combinations are filled.

All bids and transfers of Kelly time shall be completed within a seventy-two (72) hour period.

ARTICLE XIX DISCIPLINE AND DISCHARGE

Section 1

Disciplinary action may be imposed upon an employee only for just cause. If the employer has reason to reprimand an Employee, it shall be done in a manner that will not embarrass the employee before 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 rights and conditions of employment.

Section 3

At the employee's request, the City shall expunge from any and all personnel related files documentation of discipline, other than last chance agreements, after three years if the employee is not found guilty of a similar infraction before the expungement is requested.

ARTICLE XX PAY SCALES

IAFF Local 1605 Wage Scale (Annual Base Wages)

Effective from Saturday, July 1, 2017, through Saturday, June 30, 2018.

STEP	FIREFIGHTERS	FIRE APPARATUS OPERATORS	DEPUTY FIRE MARSHALS	PUBLIC EDUCATOR	LIEUTENANTS
01	\$37,701.04	\$40,107.08			
02	43,307.16	43,474.08			
03	43,329.52	45,095.44		46,221.24	
04	46,309.65	47,744.32		49,554.44	
05	49,266.88	50,393.20	57,235.36	52,865.28	53,393.20
06	54,587.00	55,138.72	63,173.24	58,825.00	58,138.72
07	54,587.00	55,138.72	63,173.24	58,825.00	58,138.72
08	54,587.00	55,138.72	63,173.24	58,825.00	58,138.72
09	55,977.48	56,860.44	65,336.44	60,965.84	59,860.44
10	55,977.48	56,860.44	65,336.44	60,965.84	59,860.44
11	55,977.48	56,860.44	65,336.44	60,965.84	59,860.44
12	55,977.48	56,860.44	65,336.44	60,965.84	59,860.44
13	55,977.48	56,860.44	65,336.44	60,965.84	59,860.44
14	57,301.92	58,361.68	67,212.60	62,842.52	61,361.68
15	57,301.92	58,361.68	67,212.60	62,842.52	61,361.68
16	57,301.92	58,361.68	67,212.60	62,842.52	61,361.68
17	57,301.92	58,361.68	67,212.60	62,842.52	61,361.68
18	57,301.92	58,361.68	67,212.60	62,842.52	61,361.68
19	58,493.76	61,142.64	70,700.24	66,330.16	64,142.64
20	58,493.76	61,142.64	70,700.24	66,330.16	64,142.64
21	58,493.76	61,142.64	70,700.24	66,330.16	64,142.64
22	58,493.76	61,142.64	70,700.24	66,330.16	64,142.64
23	59,093.84	63,879.40	79,904.76	72,951.84	66,879.40

All HFD bargaining unit members will be placed at the step that accommodates a full restore as to their hire date as of 7/3/17. Steps will be frozen at that point.

NOTE: Step '01' refers to the 1st through 365th day of employment. Step '02' is the second year of employment and refers to the 366th day through 730th day of employment. When an employee applies for a posted vacancy, and is awarded the new position the successful candidate would be placed at the new grade and the same step as before the promotion.

ARTICLE XXI RETIREMENT SYSTEM

Section 1

To assist in increasing retirement income, all employees shall be given an opportunity to participate in the tax deferred compensation program offered by the City. The City shall provide a payroll check-off payment system to facilitate the transfer of funds to said companies.

Enrollment in said programs shall be voluntary and within the parameters of Section four hundred fifty seven (457) of the Internal Revenue Code of 1989, as amended. Employees shall make all financial decisions relating to their individual programs.

ARTICLE XXII

MISCELLANEOUS

The City will agree to refer the subject of staffing levels to a Labor-Management committee which will make an annual report to the City Administrator, Mayor and City Council.

The City and the Union agree to establish a committee, to include representatives from I.A.F.F. 1605, AFSCME 3373 and management, to review the additional retiree health care cost attributable to the implementation of the twenty five (25) year retirement plan and recommend options for making these additional costs cost neutral to the City.

All changes to job descriptions, including duties and salary levels, as proposed by either management or Union shall be discussed and negotiated between the City and the Union as necessary. Only after approval by both parties will the changes take effect.

Employees shall be allowed a reasonable opportunity to leave the station to purchase food when to do so would not impair the operation of the department. This is limited to once per shift at a maximum distance of three (3) miles from the employee's assigned station.

The City agrees to maintain a minimum staffing of fifteen (15) bargaining members on duty, with the exception of furlough days when minimum staffing shall be fourteen (14).

The City agrees not to hire any part-time fire suppression employees. The City agrees not to utilize volunteers to supplement Fire Department staffing levels for minimum manning.

The City and the Union agree to establish a committee, to include representatives from IAFF 1605 and management to discuss the position of Fire Lieutenant, including, but not limited to, the position's role in the department, duties, responsibilities, and job classification.

ARTICLE XXIII

RATIFICATION

It is hereby agreed and understood that this Agreement has been duly approved by the City Council for the City of Hagerstown on this 26th day of September, 2017 at a duly constituted meeting.

It is further agreed and understood that the International Association of Fire Fighters, Local 1605, has ratified and confirmed the terms of this Agreement and have authorized the undersigned to execute same on its behalf.

Witness the hands and seals of the parties hereto this 26th day of September, 2017.

FOR THE INTERNATIONAL ASSOCIATION OF	FOR THE		
FIRE FIGHTERS, LOCAL 1605:	CITY OF HAGERSTOWN:		
Gregory H. Yeargan, Chairman	Robert E. Bruchey II, Mayor		
Scott A. Baire, Negotiator	Kristin B. Aleshire, Councilmember		
Brian S. Henry, Negotiator	Paul D. Corderman, Councilmember		
Jay Todd Grimes, Negotiator	Lewis C. Metzner, Councilmember		
Craig H. Sipes, Negotiator	Donald F. Munson, Councilmember		
	Emily N. Keller, Councilmember		

REQUIRED MOTION MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Topic:

Funding for Distribution General Foreman - Michael Spiker, Director of Utilities; Nathan Fridinger, Electric Operations Manager

Mayor and City Council Action Required:

Requested approval of the Electric Division Distribution General Foreman Funding

Discussion:

To: Valerie Means, City Administrator

From: Michael Spiker, Director of Utilities

Nathan Fridinger, Electric Operations Manager Wendy Nussbaum, Director of Human Resources

Michelle Hepburn, Director of Finance

Re: Funding for Distribution General Foreman

The position of Distribution General Foreman provides full time supervision of the line crews in regard to safety (first and foremost), with work practice efficiency and financial management of utmost importance. This position will have the ability to interact professionally with the public and perform work duties in the absence of the Distribution Superintendent. To provide for financial relief, the Hagerstown Light Department held the position of Distribution Foreman vacant and unfunded since 2011 and since then, HLD vacancies have increased by two.

In order to maintain a positive level of customer service in lieu of this position, prevalent duties have been temporarily reassigned amongst staff, while duties such as oversight in the field for the purposes of observing and instructing proper work practices and performance have not been performed as frequently. The HLD apprentice lineworker position has been re-introduced and the functions of a General Foreman are more essential.

The Staff Engineer has been performing the duties of the Superintendent in his absence. The HLD currently has an unfunded vacant Electrical Engineer position, therefore vital engineering functions and goals such as distribution feeder fault coordination, load flow analysis, and system contingency designs, have been delayed as a result.

In an attempt to reintroduce the General Foreman to operations and identify existing employees' abilities to perform these duties, administration proposed verbiage for a temporary foreman position to be entered into the IBEW contract during recent negotiations. The representatives of IBEW would not agree to the terms of the proposal, which mirrored the non-union job description.

We request your approval to fund the vacant Distribution General Foreman position to monitor safe work practices, improve performance, workflow efficiency, and engineering functions. This position is identified at pay grade 19 and to avoid a wage compression issue, a step 10 or higher of bffer in base salary will be required. The HLD financial position is currently strong and funding can be accomplished within the current fiscal year. Thank you for your consideration.

Financial Impact:

This position is identified at pay grade 19 and to avoid a wage compression issue, a step 10 or higher offer in base salary will be required. The HLD financial position is currently strong and funding can be accomplished within the current fiscal year.

Recommendation:

Staff recommended approval

Motion:

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE:

October 3, 2017

TOPIC: Approval of the Hagerstown Light Department request to fund the Distribution General Foreman position Charter Amendment Code Amendment Ordinance Resolution Other MOTION: I hereby move that the Mayor and City Council approve the Hagerstown Light Department request to fund the Distribution General Foreman position. This position is identified at pay grade 19 and to avoid a wage compression issue, a step 10 or higher offer in base salary will be required. The HLD financial position is currently strong and funding can be accomplished within the current fiscal year. DATE OF INTRODUCTION: 10/03/17 DATE OF PASSAGE: 10/03/17 EFFECTIVE DATE: 10/03/17 **Action Dates:** Special Session 10/03/17 ATTACHMENTS: File Name **Description** Electric Division Electric Division Memo General Foreman Funding 100317.doc Distribution General Foreman Funding

Electric Division Motion

Electric_Division_Motion_Distribution_General_Foreman_100317.doc Distribution General Foreman 100317



425 East Baltimore Street

Hagerstown, MD 21740-6105

October 3, 2017

To: Valerie Means, City Administrator

From: Michael Spiker, Director of Utilities

Nathan Fridinger, Electric Operations Manager Wendy Nussbaum, Director of Human Resources

Michelle Hepburn, Director of Finance

Re: Funding for Distribution General Foreman

The position of Distribution General Foreman provides full time supervision of the line crews in regard to safety (first and foremost), with work practice efficiency and financial management of utmost importance. This position will have the ability to interact professionally with the public and perform work duties in the absence of the Distribution Superintendent. To provide for financial relief, the Hagerstown Light Department held the position of Distribution Foreman vacant and unfunded since 2011 and since then, HLD vacancies have increased by two.

In order to maintain a positive level of customer service in lieu of this position, prevalent duties have been temporarily reassigned amongst staff, while duties such as oversight in the field for the purposes of observing and instructing proper work practices and performance have not been performed as frequently. The HLD apprentice lineworker position has been re-introduced and the functions of a General Foreman are more essential.

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REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE:	October 3, 2017			
TOPIC:	Approval of the Hagerstown Light Department request to func the Distribution General Foreman position			
	Charter Amendment			
	Code Amendment			
	Ordinance			
	Resolution			
	Other	•		

MOTION: I hereby move that the Mayor and City Council approve the Hagerstown Light Department request to fund the Distribution General Foreman position. This position is identified at pay grade 19 and to avoid a wage compression issue, a step 10 or higher offer in base salary will be required. The HLD financial position is currently strong and funding can be accomplished within the current fiscal year.

DATE OF INTRODUCTION: 10/03/17 DATE OF PASSAGE: 10/03/17 EFFECTIVE DATE: 10/03/17

REQUIRED MOTION MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Topic: Approval of IAFF Local 1605 Labor Contract (motion to be presented)
Mayor and City Council Action Required:
Discussion:
Financial Impact:
Recommendation:
Motion:
Action Dates:

REQUIRED MOTION MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

<u>Topic:</u> Approval of Hagerstown Light Department Request to Fund the Distr Position	ibution General Foreman
Mayor and City Council Action Required:	
Discussion:	
Financial Impact:	
Recommendation:	
Motion:	
Action Dates:	
	Description Motion

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE:	October 3, 2017			
TOPIC:	Approval of the Hagerstown Light Department request to fund the Distribution General Foreman position			
	Charter Amendment			
	Code Amendment			
	Ordinance			
	Resolution			
	Other			

MOTION: I hereby move that the Mayor and City Council approve the Hagerstown Light Department request to fund the Distribution General Foreman position. This position is identified at pay grade 19 and to avoid a wage compression issue, a step 10 or higher offer in base salary will be required. The HLD financial position is currently strong and funding can be accomplished within the current fiscal year.

DATE OF INTRODUCTION: 10/03/17 DATE OF PASSAGE: 10/03/17 EFFECTIVE DATE: 10/03/17

REQUIRED MOTION MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

<u>Topic:</u> Approval of HVAC Services and Maintenance Agreement Contract: 10	0/01/2017-06/30/2019
Mayor and City Council Action Required:	
Discussion:	
Financial Impact:	
Recommendation:	
Motion:	
Action Dates:	
	Description Motion HVAC Contract

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE:	October 3, 2017				
TOPIC:	Approval of HVAC Services and Maintenance Agreement Contract: 10/1/17-6/30/19				
	Charter Amendment				
	Code Amendment				
	Ordinance				
	Resolution				
	Other	X			

MOTION:

I hereby move for the Mayor and Council to authorize and approve M.S. Johnston and Co., Inc as the City of Hagerstown air filtration systems and HVAC (heating, ventilation, air conditioning) preventative maintenance and repair contractor, with hourly repair services as needed, for various buildings/facilities within the City of Hagerstown. These services were offered through Bid Proposal in August 2017 – BID B1635.17. M.S. Johnston and Co., Inc was awarded the bid. Contract term is from October 1, 2017 through June 30, 2019, with the possibility of up to three (3) additional consecutive one (1) year extensions subject to the mutual consent of the City of Hagerstown and M.S. Johnston and Co., Inc. Total contract annual amount is \$29,202.00 for FY18, FY19, and FY20, with a departmental breakdown below:

Department Name	Dep	artment Total
Light Department	\$	1,868.00
Parks Department	\$	5,682.00
Public Works	\$	13,414.00
Wastewater Department	\$	4,010.00
Water Department	\$	4,228.00
Grand Total =	\$	29,202.00

DATE OF INTRODUCTION: 10/3/2017 DATE OF PASSAGE: 10/3/2017

EFFECTIVE DATE: 10/3/2017

REQUIRED MOTION MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Topic:

Approval of Barbara Ingram School for the Arts Holiday Lamp Post Campaign

Mayor and City Council Action Required:

The Council is asked to review the attached request letter and determine if staff should move forward with this holiday partnership with the BISFA Foundation.

Discussion:

Beginning with the 2011 holiday season, the Barbara Ingram School for the Arts (BISFA) has requested a partnership with the City of Hagerstown to decorate lamp posts in the City Center area for the holiday season. The Foundation once again is seeking to continue this partnership for a seventh year. Each lamp post is available to sponsors for a donation of \$100-\$400.

In previous years the City was provided \$1000 from the Foundation for needed supplies and labor. In 2016, the Foundation provided \$500. In 2017, there will be \$0 contribution to the City as the Foundation will not use City staff for installation. BISFA is seeking approval to use the lamp posts for their program and will take care of the labor to install their personalized sponsor banners. BISFA volunteers and/or a contractor will follow simple City guidelines for their installation and volunteers will sign hold harmless agreements and/or the contractor doing the installation will provide the City with a certificate of insurance.

Financial Impact:

Recommendation:

Motion:

I hereby move for approval of the Barbara Ingram School for the Arts (BISFA) Foundation Street Lamp Holiday Project. For the seventh year, the BISFA Foundation has requested to partner with the City of Hagerstown to decorate the street lamp posts in City Center by selling sponsorships for personalized holiday banners. BISFA is seeking approval to use the lamp posts for their program and will take care of the labor to install the banners. BISFA volunteers and/or a contractor will follow City guidelines for their installation and volunteers will sign hold harmless agreements and/or the contractor doing the installation will provide the City with a certificate of insurance.

Action Dates:

DATE OF INTRODUCTION: October 3, 2017

DATE OF PASSAGE: October 3, 2017

EFFECTIVE DATE: October 3, 2017

ATTACHMENTS:

File Name

MOTION_BISFA_lamp_posts_2017.pdf

Description

MOTION - BISFA holiday street lamp post program

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: TOPIC:	October 3, 2017 Approval of the Barbara Ingram School for the Arts (BISFA) Foundation Street Lamp Holiday Project			
	Charter Amendment Code Amendment Ordinance Resolution Other			

MOTION:

I hereby move for approval of the Barbara Ingram School for the Arts (BISFA) Foundation Street Lamp Holiday Project. For the seventh year, the BISFA Foundation has requested to partner with the City of Hagerstown to decorate the street lamp posts in City Center by selling sponsorships for personalized holiday banners. BISFA is seeking approval to use the lamp posts for their program and will take care of the labor to install the banners. BISFA volunteers and/or a contractor will follow City guidelines for their installation and volunteers will sign hold harmless agreements and/or the contractor doing the installation will provide the City with a certificate of insurance.

DATE OF INTRODUCTION: October 3, 2017 DATE OF PASSAGE: October 3, 2017 EFFECTIVE DATE: October 3, 2017