

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



*Effective 0001 hours Monday, July 11, 2022,
And shall continue in full force
And effect until 2400 hours on Monday, June 30, 2025*

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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 1

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, Captains, and Deputy Fire Marshals 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

This agreement shall not impair the right and responsibility of the City to:

- A. Determine the overall budget and mission of the Employer and any agency of City government;
- B. Maintain and improve the efficiency and effectiveness of operations;
- C. Determine the services to be rendered and the operations to be performed;
- D. Determine the overall organizational structure, methods, processes, means, job classifications and personnel by which operations are to be conducted and the location of facilities;
- E. Direct and supervise employees;
- F. Hire, select and establish the standards governing promotion of employees and classify positions;
- G. Take actions to carry out the mission of government in situations of emergency;
- H. Introduce new or improved technology, research, development and services;
- I. Control and regulate the use of machinery, equipment, and other property and facilities of the Employer, subject to the Employer's duty to bargain matters affecting the health and safety of employees;
- J. Maintain internal security standards;
- K. Suspend, discharge or otherwise discipline employees for just cause, subject to the grievance procedure set forth in this collective bargaining agreement;
- L. Issue and enforce rules, policies and regulations necessary to carry out these and all other managerial functions which are not inconsistent with Federal or State law or the terms of this collective bargaining agreement;

M. and to take whatever action that is otherwise necessary in the City's judgement 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 - JOB DESCRIPTIONS

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.

Section 4 - NO DISCRIMINATION CLAUSE

The parties to this Agreement will ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law.

Section 5 - 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.

Section 6 – DEFINITIONS

For the purpose of definition, throughout this Agreement:

1. Operations Duty Shift – Shall be a 24-hour period of scheduled work beginning at 0730 hours. A duty shift shall be divided into a day shift and a night shift.
2. DFM Duty Shift – Deputy Fire Marshal 10-hour shift that begins at 0700 and ends at 1700, Monday through Saturday; with on-call duties

3. 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.
4. A calendar day – Shall be consecutive days as they appear on a calendar.
5. Work Year – the total number of hours an employee is scheduled to work in a calendar year
6. Work Period – consists of 21 consecutive calendar days for all bargaining unit employees on an Operations Duty Shift and DFM Duty Shift

Section 7 – COMMITTEES

Both parties agree to appoint the following joint/management committees during the term of this contract:

1. Joint Health and Safety
2. Apparatus and Equipment
3. Leave Use
4. Workers Compensation

Each committee will meet at least quarterly or as directed by the fire chief based upon need. Committee participation will be a minimum of three (3) personnel including management and labor. Local 1605 will recommend members to serve on joint management-labor committees. A chair will be appointed by the fire chief for each committee. Reports and recommendations will be received by the chief or their delegate to consider for implementation.

ARTICLE 2

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 3

TERM

Section 1

This Agreement shall become effective 0001 hours Monday, July 11, 2022, and shall continue in full force and effect until 2400 hours on Monday, June 30, 2025. 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 six (6) 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 4
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 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 5
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 six (6) 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 6
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 7
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 consisting of 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 8

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, all new employees shall be placed on the seniority list as of the date of their first (1st) day of current employment. Probation may be extended up to an additional six (6) months for employees not meeting minimum performance standards.

Section 2

When personnel are employed by the City on the same date, the seniority among them shall be determined upon the order they were 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 a list shall contain dates of hire. The posted updated list shall stand approved as posted unless objections thereto are reported to the Fire Chief.

ARTICLE 9

WORK ASSIGNMENT, TRAINING & EVALUATIONS

Section 1A

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 transferred at a time mutually agreed upon between labor and management, at the time the employee is awarded the position. Such moves must not generate overtime inconsistent with the 21-day work period.

The term "qualifications" includes minimum training, experience, attendance, disciplinary records, performance evaluations and ability necessary to perform the job. These qualifications will be found within the Hagerstown Fire Department Standard Operating Guidelines.

All firefighters are required to be trained/certified as Fire Apparatus Operators, and maintain that level of training/certification. Firefighters will be required to function as a Fire Apparatus Operator when necessary.

The City shall provide the required training and make it available to personnel while on shift when possible. If a make-up session is required while the employee is off-duty, that employee will be compensated at the rate of time and one half (1 ½); and scheduling this will require supervisor approval. It may be necessary for employees to be temporarily reassigned for training to complete required certification classes, when the class is required for small groups of personnel spread amongst different work schedules.

The employer will determine the level of certification required by law to meet or exceed current CDL and non-CDL license requirements. Should additional training be required, the city will bear that expense on a case-by-case basis.

Section 1B

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 paid at one and one-half (1 ½) the regular rate of pay 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

Two categories of details and transfers will be recognized by management and labor: voluntary and involuntary. When requesting either a detail or a transfer, management agrees to seek personnel who voluntarily want to move first. In the event no qualified personnel want to voluntarily move, the least senior qualified person will be displaced to fill the need(s).

It is agreed that the employer may make temporary details for up to thirty (30) calendar days to facilitate operational needs that may include minimum staffing, training, certifications and skills maintenance. For details greater than thirty (30) calendar days and less than ninety (90) calendar days, a temporary transfer may be made where the affected employee's position will be held pending his/her return to that position. Temporary transfers greater than ninety (90) calendar days may be initiated between the employee(s) and the Shift Commander. For all transfers greater than ninety (90) calendar days, the transfer process must be followed or negotiated with the Local.

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.

Section 4

All promotions to Union positions greater than the rank of Fire Apparatus Operator will be awarded by a competitive testing process not based off seniority.

The following years of experience are necessary to qualify for:

- A. Fire Apparatus Operator – Two (2) years of experience in the Department.
- B. Public Educator or Deputy Fire Marshal – Three (3) years’ experience in the Department, including one (1) year experience as a Fire Apparatus Operator.
- C. Captain – Five (5) years’ experience in the Department including one (1) year experience as a Fire Apparatus Operator.
- D. Lieutenant – Four (4) years’ experience in the Department including one (1) year experience as a Fire Apparatus Operator.

Section 5A

All employees hired at the rank of Firefighter will be required to successfully promote to the rank of Fire Apparatus Operator (FAO) within three (3) years of their hire date. Any employee who currently holds the rank of FAO will be required to maintain that rank and therefore cannot voluntarily demote.

Section 5B

Deputy Fire Marshal – The position of DFM will be selected from an eligibility list certified by the fire chief and human resources director.

Minimum eligibility requirements for DFM will be 3-years continuous service in the HFD, completion of the state and local police academy pre-entry physical agility test, police commission background investigation, psychological evaluation, and polygraph to determine eligibility for police academy entry.

Additional minimum qualifications for the position of DFM will be established by SOG and the NFPA standards for inspector and investigator based upon current State and Local standards.

The position of DFM will be compensated at the DFM pay grade, and will begin at appointment and acceptance of the DFM position. Should any candidate fail to meet the minimum requirements for

DFM, they will be eligible to return to an FAO position at their current seniority and FAO-based rate of pay.

Management agrees to maintain a DFM eligibility list that will expire every two (2) years unless the parties agree to extend the eligibility list. Management reserves the right to decertify the list.

Section 6

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.

Section 7

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.

Section 8

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). Captains will not count as part of the minimum staffing while assigned the role of Battalion Commander for an entire shift day or shift night of a duty shift.

The city agrees not to utilize volunteers or part-time employees to supplant Fire Department staffing levels for minimum staffing.

Section 9

The City and Local 1605 agree to create a Fire Cadet program for the purpose of recruiting trained and certified personnel that can be screened over a three-year period. Fire Cadets must be age 18 – 21 to enter the program, not be employed full-time by another fire department represented by an IAFF Local, and have the following training: Firefighter 1 & 2, Hazardous Materials Operations, Emergency Medical Technician – Basic (Maryland or Reciprocal to Maryland), and a valid driver's license. Fire Cadets may only be used as additional staffing, and are the only part-time fire

suppression personnel allowed. The city agrees to submit any job description, shift schedule, salary, benefits duties, and responsibilities for cadets to the Local as part of the notice and opportunity process.

ARTICLE 10
WORK WEEK / OVERTIME

Section 1

The City and the Union will recognize three (3) work schedules:

1. Suppression employees assigned to an operations shift shall work a 24-hour period of scheduled work beginning at 0730 hours each day. The regularly assigned shift will be divided into a 10-hour day shift and a 14-hour night shift for the purpose of scheduling, time, and attendance. Employees assigned to this shift work schedule are assigned to a 2,496-hour work year (48hrs/week x 52 weeks). For compensation and leave use, the operations duty shift is equally divided into two, 12-hour shifts. The normal rotation for this schedule is 24 hours worked, followed by 48 hours off with a fixed Kelly relief day that occurs once every twenty-one (21) calendar days. This is a three-shift schedule.
2. A three-shift, 40-hour/week (2,080-hour work year) schedule is recognized for all employees assigned to the position of Deputy Fire Marshal (DFM).

This shift requires a minimum of one (1) DFM on duty Monday through Saturday from 0700-1700. The shift assignment for each DFM repeats on a rotating 21-day cycle.

Week 1 – Wednesday, Thursday, Friday, Saturday
Week 2 – Tuesday, Wednesday, Thursday, Friday
Week 3 – Monday, Tuesday, Wednesday, Thursday

Sundays and each overnight will be covered by on-call DFM's on a regular rotation. When the HFD office is closed for an approved city holiday, the on-call DFM will have the option to stay home on call and be charged for the holiday, or report to the office and work the holiday, banking the holiday for use at a later date within the same calendar year.

The DFM assigned the Saturday shift will be on-call for the next day (Sunday) in the 21-day shift rotation. That employee will receive the \$100 stipend for their on-call Sunday. DFM's will not be compensated for on-call standby stipends Monday through Saturday, but do agree that any callback is hour for hour and compensable as overtime at the rate of 1-1/2 times their regular hourly rate of pay with no minimum callback requirements.

In the event the on duty DFM becomes ill, or otherwise has an approved emergency arise that causes them to be unable to cover their duty shift, and it becomes necessary for another DFM to pick up the on-call coverage (Monday through Saturday), the DFM who is covering the on-call shift when they otherwise would be off shall be compensated at a rate of \$25 per day. If a DFM is called in on overtime while on-call, they are not eligible for the stipend.

DFM's will be on call to provide coverage for significant incidents, time sensitive complaints and other call-outs as requested by command staff. Each DFM will be assigned a shift equivalent (A, B, or C) for on-call coverage. All leave and trade requests for on-call duty must be approved in advance by the supervisor using the e-scheduling requirements in place at that time.

DFM's will be eligible for voluntary overtime hiring in the stations. They will not be considered on-duty for non-emergency overtime hiring purposes.

DFM's will be eligible to earn hour for hour overtime when their workday exceeds 10-hours/day or when they are called back from an off-duty status. They are not eligible for overtime minimums established specifically for fire suppression employees assigned to a 48-hour work week (2,496-hour work year).

DFM's will accrue and be charged leave based upon a ten-hour work day and 40-hour work week consistent with the following table:

DEPUTY FIRE MARSHAL ACCRUAL TABLE				
Accrual Type	From (Months)	To (Months)	Weekly/Daily Accrual Rate (Hours)	Annual Accrual Rate (Hours)
Vacation	0	6	-	-
	7	60	1.9230/week	100/year
	61	108	2.8846/week	150/year
	109	204	3.8461/week	200/year
	205	999	4.8016/week	250/year
Sick	0	999	2.3077/week	120
Personal	0	999	10/day	30
Holidays	0	999	10/day	130
Sick to Vacation	0	999	10/day	up to 40
Military	0	999	10/day	150
Bereavement	0	999	10/day	40*

*Bereavement Leave is not accrued at any given rate.

3. A modified day work schedule for light-duty shall consist of an authorized schedule at the discretion of the Fire Chief and Human Resources Director. Employees assigned to this work schedule may only work between the hours of 0600 and 2100. Employees must maintain the ability to work 2,496 scheduled work hours per calendar year or 48 hours per week. Employees assigned to the DFM office must maintain the ability to work a 2,080 scheduled work hours per calendar year or 40 hours per week.

Section 2

There will be three (3) Vacation/Holiday/Personal leave spots available per day, with the exception of four (4) Vacation/Holiday/Personal leave spots available on Saturday and Sunday.

Section 3

In a three-shift rotation described above, the average work week on this schedule would equal 56-hours per week or a 2,912-hour work year. By the terms and conditions of this contract, the parties agree that each employee assigned to this schedule will be eligible for a Kelly leave day totaling 24 consecutive hours in each 21-day work period. An employee must work, use accrued leave, be on furlough, or another type of approved leave totaling 144 hours in any given work period to be eligible for a Kelly day in that work period.

There will be three (3) Kelly leave spots per shift. In the event there are more than 21 FF and FAO personnel on a shift competing for these three Kelly leave spots, a fourth Kelly leave spot will become available, and assigned either a Tuesday, Wednesday or Thursday spot.

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 persons' 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 in the next work period.

Section 4

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), staying the entire two (2) hours. 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 5

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).

Non-Emergency overtime requiring specialty skills or certifications will be offered based upon current needs. (i.e.) Children's Village, pre-scheduled planned events, specialty training details, assigned approved committee work, and special assignments approved by the fire chief based upon co-lateral duties and department needs.

Section 6

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 through 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 7

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.

Section 8

Deputy Fire Marshals within the Fire Marshal's Office that are assigned a K-9 shall be compensated for one (1) hour at their regular rate of pay each day for the maintenance and care of K-9 animals. Deputy Fire Marshals shall be compensated at one and one half (1 ½) their regular rate of pay during days off (sick, vacation, holidays and personal) for the maintenance and care of K-9 animals.

ARTICLE 11

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, Juneteenth, 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 LEAVE TIME

Each employee shall receive thirty-six (36) hours of personal leave time. Personal leave time must be used in the calendar year in which it is given and may not be carried over to the following calendar year (use it or lose it).

An employee hired before July 1 shall receive thirty-six (36) hours of personal leave time for that calendar year. An employee hired on or after July 1 shall receive twelve (12) hours of personal leave time for that calendar year. An employee who begins work on or after December 1 shall not receive any personal leave time for that calendar year.

There will be one (1) unscheduled personal leave time spot per shift, with the exception of weekends (Saturday/Sunday) and designated City Holidays as defined for continuous service, unless there are available leave slots so as not to cause overtime.

Personal leave time may be granted upon request to the employee's supervisor, and may be used in four (4) hour increments. Employees wishing to use the unscheduled personal leave time slot must contact the Shift Commander after 1800 hours on the date before the requested occurrence.

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 September 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 December fifteenth (15th) of each year. After January first (1st) 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

Employees shall be paid at the rate of time and one-half (1 ½) for the hours actually worked on a Holiday. Any employee on overtime on a holiday shall be paid at the rate of two (2) times his/her regular rate for the hours actually worked. Pay for a holiday worked will begin at 0730 on the date of the holiday and end at 0730 the following day.

Section 6

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

ARTICLE 12
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 - 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 5 - 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 6 - VACATION REQUESTS

Vacation requests must be made in accordance with Article 11, Section 2.

Section 7 - DEFINITION

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

Section 8 - 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 9 - VACATION ACCOUNTS

The status of each employee's vacation account will be available on their pay advice or the Employee Self Service portal.

Section 10 - VACATION CARRY-OVER

Total vacation carry-over cannot exceed 120 hours plus the annual accrual amount for that year for all employees assigned to a 2,496-hour work year. Total vacation carry-over cannot exceed 100 hours plus the annual accrual amount of that year for all employees assigned to a 2,080-hour work year. Vacation allowance in excess of hours listed above, 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 13
SICK & SAFE LEAVE

The City will provide paid Sick and Safe Leave (SSL) to covered employees in accordance with the Maryland Healthy Working Families Act (the "Act"). The provisions are set forth in Personnel Policy 203. The provisions below are specific to IAFF Local 1605 regarding accruals and separation.

Section 1 - FULL TIME EMPLOYEE ELIGIBILITY AND ACCRUAL

Full time employees are eligible for Sick and Safe Leave (SSL) as follows:

1. Employees will earn the equivalent of twelve (12) SSL days, equivalent to 12 shift days/nights or 144 SSL hours per year, accruing at 2.7692 hours per week. DFM accruals are listed in Article 10, Section 1, Number 2.
2. Employees may accrue a maximum of 145 shift days/nights or 1,740 hours of SSL.
3. Accrued SSL hours exceeding the maximum of 1,740 hours will be "recorded and banked" in the SSL bank. All SSL hours, including those "banked" hours, will be used as justification if it becomes necessary to petition the City Administrator for an extension of SSL benefits. A maximum of 1,200 hours, equivalent to 100 shift days/nights, may be "banked" in the SSL bank. Banked leave may be used when all available leave has been exhausted.

Section 2 - PAYMENT OF SSL UPON SEPARATION

1. When an employee hired prior to July 1, 2022 retires with ten (10) 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. ("Banked" sick leave is excluded for the purposes of this calculation.) Credit for SSL will be given in accordance with the applicable retirement plan (Plan). SSL is paid at the employee's final rate of pay up to a maximum of \$12,000.
2. Upon leaving City service for reasons other than retirement, a full-time employee hired prior to July 1, 2022 will be paid for one half (1/2) of accrued SSL hours at the employee's final rate of pay up to a maximum of \$6,000, provided the employee has been employed by the City for a minimum of five (5) consecutive years.
3. If a full-time employee is terminated for cause, SSL balances will not be paid out at the time of separation.

Section 3 - 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 ninety (90) 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 SSL 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 4 – DEFINITION

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

Section 5 – LIGHT DUTY

At the discretion of the Fire Chief and Human Resources Director, the City shall offer light duty employment to employees who 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.

Section 6 – OTHER

1. During sickness, an employee's regular relief shifts shall not be charged against his/her leave time
2. Approved SSL absences will run concurrent with approved Family Medical Leave absences, if applicable.

3. Command Staff may deny an employee's request to take SSL when it is causing a disruption to the workforce. The Fire Chief may work with the Director of Human Resources to review SSL documentation in order to approve the use of SSL in the event the employee has been reprimanded for repeated absences.
4. When an employee has exhausted all available SSL and requires additional leave for one of the permitted uses of SSL, the employee must use any available unused vacation time, comp time and holiday time for the absence. If the employee is unable to return to work at the end of all of this time, the employee may bring the 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.

In accordance with the Act, the City will not retaliate against any employee by taking adverse action against an employee who exercises his/her right to use Sick and Safe Leave, or who makes a complaint, brings an action, or testifies in an action regarding a violation of the Act.

Employees have the right to report an alleged violation of the Act by the City to the Commissioner of Labor and Industry or to bring a civil action against the City as permitted by the Act.

ARTICLE 14
OTHER LEAVE

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.

1. The eligible Military leave requirement for all city employee's is 15 (fifteen) work days per calendar year.
2. This equates to 150 hours in accordance with the definition of a DFM Duty Shift. This equates to 15 work days x 10 hours = 150 hours per calendar year.
3. This equates to 180 hours in accordance with the definition of an Operations Duty Shift. This equates to 15 work days x 12 hours = 180 hours per calendar year.

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.

Section 3 - 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 4 - 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 5 - 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. The City will cover the cost of the leave time for up to two (2) delegates per event. Such leave will not be longer than four (4) consecutive shift days or shift nights (48 personnel hours) per delegate per event.

Section 6 - 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 7 - 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 15
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 16
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. The 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 who are Medicare eligible and 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 November 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 eligible for coverage prior to the employee's retirement from the City.

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

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) time 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 for each employee:

- 1) Physical examination will be provided every three (3) years for those age 30 and under, every two (2) years for those over age 30 and annually for those age 40 and over.
- 2) An EKG and cardiac stress test will be required at the time of the physical exam for all employees.
- 3) 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)
 - g. Hepatitis A virus vaccine and/or titers per CDC guidelines
 - h. Hepatitis B virus vaccine and/or titers per CDC guidelines
 - i. Hepatitis C virus screening
 - j. HIV screening
- 4) Chest X-ray
 - 5) Hearing and Vision Test
 - 6) Heart Scan – baseline and every five (5) years
 - 7) Mammogram as directed by personal physician

All new employees covered by this agreement shall receive a base line spirometry test as part of their pre-employment physical. 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, the City will randomly test employees for compliance with its Substance Abuse/Drug Testing policy. As used in this policy, "random testing" means a method of selection of employees for testing, performed by an outside third party. The selection will result in an equal probability that any employee from a group of employees will be tested. Policy and procedure details will be communicated in a departmental Standard Operating Guideline (SOG).

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, up to and including termination.

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.

Tobacco Free

It is understood that smoking and/or the use of any and all tobacco products is a known hazard to the health of employees, including members of the bargaining unit. Fire Department staff are discouraged from using tobacco and tobacco related products during work hours, or at any Fire Station during non-work hours. Tobacco and tobacco related products include cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, or electronic devices/vaporizers.

All employees hired after May 1, 2018 will abstain from the use of tobacco and tobacco products both on-duty and off-duty.

ARTICLE 17

UNIFORMS

Section 1

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

- Five (5) pairs of work pants
- Five (5) golf/button-down 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

Each fiscal year all employees shall be allotted:

1. One pair of work pants and one collared shirt and;
2. Each employee will receive \$500 for uniforms and/or boots as approved in the Departmental Standard Operating Guidelines, or other items approved by the city. 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 of 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 2

Deputy Fire Marshals shall receive seven hundred and fifty dollars (\$750.00) for each year of this Agreement for their clothing allowance.

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 firefighters' 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 \$1,100.

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 18
CAPTAINS AND LIEUTENANTS

Section 1 – CAPTAINS

1. There will be a minimum of one Captain on-duty in either the Station Captain or Shift Commander Role at all times on each shift
2. The captains on each shift will maintain a separate leave book for the purpose of scheduling Vacation, Holiday, Personal, Sick to Vacation, and Carry-over Vacation leave.
3. The bid order for Vacation, holiday and Personal leave selections will be 1) Senior Captain, and 2) Junior Captain based upon total departmental seniority on their respective shifts.
4. Captains on a respective shift may not schedule Vacation, Holiday or Personal time on the same duty shift to minimize overtime and maximize command officer availability. The fire chief may grant emergency leave in extenuating circumstances on a case-by-case basis.
5. Shift Captains will be permitted to trade with any other bargaining unit member when they are scheduled to work in a station. When scheduled to work as the shift Commander, Captains may trade with each other in accordance with Article 14, Section 7 of the current CBA.
6. A Battalion Chief will not count towards contractually required on-duty minimum staffing.
7. Leave picks will be made in three rounds: Round 1 – Vacation accrual hours; Round 2- Holiday and personal leave hours; Round 3- other types of leave.
8. Use of Personal leave for Captains will be the same as Article 11. Section 1 B, Personal Leave Time.
9. Captains will begin the leave selection process on November 1st of the preceding year, and must complete all pre-selected dates by November 30th.
10. Captains will not be required to mark-up their leave selections during the leave selection advanced period; but agree that leave may not be available if they choose not to.
11. When overtime backfill is required for a Captain's station vacancy, the requirements of Article 10 of the current contract and all effective policies will be followed.

ARTICLE 19
PAY SCALES

IAFF Local 1605 Wage Scale (Annual Base Wages)
Effective from Monday, July 11, 2022, through Monday, June 30, 2025.

Step	Firefighter			FAO		
	FY23	FY24	FY25	FY23	FY24	FY25
1	\$ 45,000.00	\$ 48,000.00	\$ 49,111.22			
2	\$ 47,000.00	\$ 49,680.00	\$ 50,791.22	\$ 49,680.00	\$ 52,530.02	\$ 52,530.02
3	\$ 49,000.00	\$ 51,418.80	\$ 52,530.02	\$53,989.74	\$55,339.48	\$56,450.70
4				\$55,339.48	\$60,028.89	\$61,140.11
5				\$56,722.97	\$61,529.61	\$62,640.83
6				\$58,141.04	\$63,067.85	\$64,179.07
7				\$59,594.57	\$64,644.55	\$65,755.77
8				\$61,084.44	\$66,260.66	\$67,371.88
9				\$62,611.55	\$67,917.18	\$69,028.40
10				\$64,176.83	\$69,615.11	\$70,726.33
11				\$65,781.26	\$71,355.49	\$72,822.48
12				\$67,425.79	\$73,139.37	\$75,394.48
13				\$69,111.43	\$74,967.86	\$77,994.39
14				\$70,839.22	\$77,591.73	\$80,685.30
15				\$78,000.00	\$80,307.44	\$83,470.40

Step	DFM			Captain		
	FY23	FY24	FY25	FY23	FY24	FY25
1						
2						
3						
4	\$60,538.16	\$63,030.34	\$64,141.56			
5	\$60,538.16	\$64,606.09	\$65,717.31			
6	\$62,656.99	\$66,221.25	\$67,332.47	\$67,470.83	\$69,832.31	\$70,943.53
7	\$64,849.99	\$67,876.78	\$68,988.00	\$69,832.31	\$72,276.44	\$73,387.66
8	\$67,119.74	\$69,573.70	\$70,684.92	\$72,276.44	\$74,806.11	\$75,917.33
9	\$69,468.93	\$70,000.00	\$72,800.41	\$74,806.11	\$77,424.33	\$78,535.55
10	\$71,900.34	\$71,900.34	\$75,309.53	\$77,424.33	\$80,134.18	\$81,245.40
11	\$74,416.85	\$74,416.85	\$77,906.47	\$80,134.18	\$82,938.87	\$84,050.09
12	\$77,021.44	\$77,021.44	\$80,594.31	\$85,391.07	\$85,841.73	\$86,952.95
13	\$79,717.19	\$79,717.19	\$83,376.22	\$90,624.04	\$90,624.04	\$90,624.04
14	\$82,507.29	\$82,507.29	\$86,255.49	\$91,955.81	\$91,955.81	\$93,067.03
15	\$85,395.05	\$85,395.05	\$89,235.54	\$93,055.81	\$95,174.27	\$96,285.49

Scale will not be retroactive
Current Captains will remain as currently placed

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.

The step on the pay scale for **CAPTAIN** does not necessarily reflect the years of service for that employee. Any promotion from the FF, FAO or DFM scale to the Captain scale will be placed at a minimum step at least 3% higher than their current wage. Captains leave will be from a separate book than that of Firefighters and FAO's.

ARTICLE 20

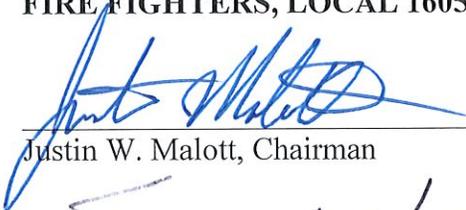
RATIFICATION

It is hereby agreed and understood that this Agreement has been duly approved by the City Council for the City of Hagerstown on this 12th day of July, 2022 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 12th day of July, 2022.

**FOR THE
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 1605:**

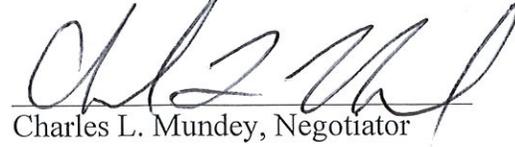

Justin W. Malott, Chairman


Scott L. Wolff, Negotiator


Trayer C. Stoops, Negotiator


J. Todd Grimes, Negotiator


T. Devon Gay, Negotiator

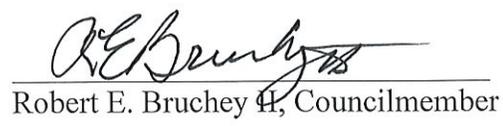

Charles L. Munday, Negotiator

**FOR THE
CITY OF HAGERSTOWN:**


Emily Keller, Mayor


Kristin B. Aleshire, Councilmember


Shelley McIntire, Councilmember


Robert E. Bruchey II, Councilmember


Tiara Burnett, Councilmember


Tekesha Martinez, Councilmember