

AGREEMENT BETWEEN
THE CITY OF HAGERSTOWN, MARYLAND
AND
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL No. 307



*Effective 0001 hours Monday, July 4, 2022
And shall continue in full force
and effect until 2400 hours on Sunday, June 30, 2024*

TABLE OF CONTENTS

Article 1 - RECOGNITION	
Section 1 - Recognition.....	Page 1
Section 2 - Security.....	Page 1
Section 3 - No Strike, No Lockout Clause.....	Page 2
Section 4 - Contracting Out	Page 2
Section 5 - Change in Status	Page 2
Section 6 – In the Event of Sale	Page 2
Article 2 - TERM.....	Page 3
Article 3 - RESPONSIBILITIES	
Section 1 - Management	Page 4
Section 2 - Displaced Employees	Page 4
Section 3 - Equal Rights	Page 4
Article 4 - REPRESENTATIVES, GRIEVANCE AND ARBITRATION PROCEDURE	
Section 1 - Representatives for Negotiation Meetings	Page 5
Section 2 - Representation	Page 5
Section 3 - Grievance Procedure.....	Pages 5-6
Article 5 - SENIORITY	
Section 1 - Seniority.....	Page 7
Section 2 - Advancement.....	Page 7
Section 3 - Seniority List	Page 7
Section 4 - Recall	Page 7
Article 6 - WORKING HOURS	
Section 1 - Regular Classification	Page 8
Section 2 - Overtime Rates (Including Compensatory Time)	Page 8
Section 3 - Emergency Call Outs, Stand-By, and Outside Assistance	Page 9
Section 4 - Overtime Rotation	Page 9
Section 5 - Rest	Page 10
Section 6 - Meals and Lodging	Page 10
Article 7 - VACANCIES, PROMOTIONS AND TRANSFERS	
Section 1 - Departmental Preference	Page 11
Section 2 – Vacancy Advertising and Recruitment	Page 11
Section 3 - Promotions.....	Page 11
Section 4 - Qualifications for Promotion	Page 11
Section 5 - Notification of Results.....	Page 12

Article 8 - VICING	
Section 1 - Payment	Page 13
Section 2 - Seniority.....	Page 13
Section 3 - Rest Days.....	Page 13
Article 9 - SAFETY	
Section 1 - Committee	Page 14
Section 2 – Devices and Equipment	Page 14
Section 3 – Clothing and Footwear.....	Page 14
Article 10 - TRAINING	
Section 1 - Reimbursement.....	Page 15
Section 2 - Advancement	Page 15
Section 3 - Requirements	Page 15
Section 4 - Payment for Training Time	Page 15
Section 5 - Ratio of Apprentices.....	Page 15
Article 11 - RATES	Page 16
Article 12 - CHANGE TO JOB DESCRIPTIONS: ADDITIONAL JOB CLASSIFICATIONS	
	Page 17
Appendix 1 - WAGE SCHEDULE.....	Pages 18-19
Appendix 1 - CLASSIFICATION	Page 20
Appendix 2 - DISABILITY POLICY.....	Page 21
Appendix 3 - EMPLOYEE BENEFITS - HOLIDAYS.....	Page 22
Appendix 3 - EMPLOYEE BENEFITS - VACATIONS	
Section 1 - Vacation Allowances.....	Page 23
Section 2 - Computation of Vacation Pay.....	Page 23
Section 3 - Reimbursement of Reservation Costs.....	Page 23
Section 4 - Vacation Pay in Advance of Vacation.....	Page 24
Section 5 - Payment for Work during Vacation Time	Page 24
Section 6 - Payment of Earned Vacation Upon Leaving City Employment.....	Page 24
Section 7 - Limitations on Use of Earned Vacation	Page 24
Section 8.....	Page 24

Appendix 3 - EMPLOYEE BENEFITS - SICK LEAVE	
Section 1 - Entitlement to Sick Leave.....	Page 25
Section 2 - Use and Accumulation of Sick Leave	Page 25
(2a) Use of Sick Leave.....	Page 25
(2b) Accumulation of Sick Leave	Page 25
(2c) Sick Leave Conversion Program	Page 25
(2d) Recording and Banking Sick Leave in Excess of the Maximum That May Be Accumulated	Page 25
Section 3 - Payment of Sick Leave: Retirement	Page 26
Section 4 - Payment of Sick Leave: Leaving Employment	Page 26
Section 5 - Extended Absence Caused by Illness or Injury	Page 26
Section 6 - Study Committee	Page 26
Appendix 3 - EMPLOYEE BENEFITS - OTHER LEAVE	
Section 1 - Bereavement Leave	Page 27
Section 2 - Work Related Injury	Page 27
Section 3 - Jury Duty	Page 27
Appendix 3 - EMPLOYEE BENEFITS - MILITARY TRAINING LEAVE	
Section 1 - Military Leave	
(1a) Leave for Annual Military Training	Page 28
(1b) Active Military Duty	Page 28
Appendix 3 - EMPLOYEE BENEFITS - LEAVE OF ABSENCE.....	Page 29
Appendix 3 - EMPLOYEE BENEFITS - HEALTH AND WELFARE.....	Pages 30-32

**AGREEMENT BETWEEN THE CITY OF HAGERSTOWN, MARYLAND, AND
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL NO. 307**

ARTICLE 1 - RECOGNITION

Section 1 - Recognition

The City of Hagerstown, hereinafter sometimes called the "City", recognizes Local Number 307, International Brotherhood of Electrical Workers, hereinafter sometimes called the "Union", as representing the hourly rated employees of the City whose job classifications are set forth in the wage schedule attached hereto (and excluding all supervisory personnel) for the discussion of matters relating to wages, hours, and working conditions.

(A) - Items not expressly contained in this Agreement will remain the prerogative of the City. Any Article of this Agreement will be subordinate to the City Charter.

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

Section 2 - Security

(A) - Each employee who, on the effective date of this Agreement, is eligible to become a member of the Union may do so by paying the Union dues uniformly charged by the Union for membership should they decide to become a member. Employees hired on or after the effective date of this Agreement, upon completion of their probationary period, may become members of the Union.

(B) - Dues Deduction Authorization –The employer shall deduct, at each regular pay period, out of the current wages payable to each employee member of the Union who individually requests, Union initiation fees and regular monthly membership dues as certified in writing by the Treasurer of the Union, upon receipt of the duly executed payroll deduction authorization of the employee, which authorization shall be automatically renewed for successive twelve month periods unless revoked in writing.

Section 3 - No Strike, No Lockout Clause

Strike Action 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.

Lockouts Forbidden. The City of Hagerstown will not lock out any employees as a result of a labor dispute with the Union.

Section 4 - Contracting Out

The City may, at its discretion, enter into an agreement with a private contractor for the performance of any municipal service, whether new or currently provided, except that no such agreement shall result in any employees covered by this agreement being laid off or assigned any duties other than those previously or presently performed within the department.

Section 5 - Change in Status

This Understanding shall be binding upon the successors and assigns of the parties hereto, and no provisions or terms herein contained shall be affected, modified, altered, or changed in any respect whatsoever, by the consolidation, merger, sale, transfer, or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever, by any change of any kind in the legal status, ownership, or management of either party hereto except if the purchaser has an established bargaining unit with better conditions, then these conditions shall prevail.

Section 6 – In the Event of Sale

If, and when, the Hagerstown City Light Department would ever be sold, employees that prefer not to transfer to the new owner would be given a position within the City. A fund should be started to make up the difference in wages and cost of living increases, in what an employee was making working for the City Light Department as to what he/she will be making by accepting another position with the City. If no position exists then a position shall be created until such employee retires. This language shall be included in any contract of sale of the City Light Department.

ARTICLE 2 - TERM

This Agreement shall become effective 0001 hours Monday, July 4, 2022, and shall continue in full force and effect until 2400 hours on Sunday, June 30, 2024. Thereafter, it shall be self-renewing for yearly periods unless notice of intent to terminate or modify this Agreement is given in writing by either party by March 1st of the year in which the Agreement expires.

This Agreement incorporates the entire understanding of the parties with respect to personnel policies and all matters affecting conditions of employment, except only as provided in Articles 1 and 3 of this Agreement. It is further understood that this Agreement can only be added to, amended or modified by a document in writing, signed on behalf of the parties hereto by their duly authorized officers and representatives.

ARTICLE 3 - RESPONSIBILITIES

Section 1 - Management

In accordance with the provision of the City Charter, the management and operation of City facilities rests solely and exclusively with the City of Hagerstown and its designated supervision. Subject to the restriction of this Agreement, the Department Manager, coordinating with the Director of Human Resources, shall have the right to hire, promote, demote, discipline, discharge for cause, transfer, furlough or lay off employees, to assign work, to direct the work force, to enforce City rules and to control and regulate the use of City facilities and equipment.

Section 2 - Displaced Employees

The City recognizes that if improved and advanced methods and equipment results in a change of personnel requirements, the City agrees to discuss with the Union the problem of other work for qualified displaced employees.

Section 3 - Equal Rights

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

**ARTICLE 4 - REPRESENTATIVES; GRIEVANCE AND ARBITRATION
PROCEDURE**

Section 1 - Representatives for Negotiation Meetings

I.B.E.W. to be represented at negotiation meetings by a maximum of four (4) members and one (1) person from the Local Union. City's representation to be a maximum of four (4). Alternates may be used by either party.

Contract discussions between I.B.E.W personnel may be held during normal working hours, limited to two (2) hours between each negotiating meeting under the conditions that that three (3) business days minimum notice is provided and supervisory approval is granted.

Section 2 - Representation

The Employer recognizes and shall deal with one accredited Union Steward (or alternate) within the section, group, division or department, as established by the City, and the Chief Steward in all matters relating to grievances and interpretation of this Agreement. A written list of the Union Stewards (such lists to outline the area to be represented by Stewards) shall be furnished to the City immediately after their designation and the Union shall notify the City promptly of any changes of such Union Stewards. Union Stewards and the Chief Steward 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 3 - Grievance Procedure

All employees of the City are to understand that any and all questions or problems relating to their working conditions may be discussed in free and open communication with the Management of their department.

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner.

Step 1 - The Union Steward, with the aggrieved employee, shall discuss the grievance or dispute with the immediate supervisor within five (5) working days of the date of the grievance or his/her knowledge of its occurrence, provided, however, that under no circumstances would the City be financially responsible for more than ninety (90) days. It is understood that no grievances of six (6) calendar months old will be considered. There shall be no financial responsibility to the City for any grievance prior to the date of this Agreement. The immediate supervisor shall attempt to adjust the matter and shall respond to the Union Steward within five (5) working days, in writing. If the City's response is not mutually satisfactory the Union may proceed to the next step.

Step 2 - If, after a thorough discussion with the immediate supervisor, the grievance has not been satisfactorily resolved, the Union Steward and the Chief Steward of the local Union, and the aggrieved employee shall, after written appeal, discuss the grievance with the Department Manager, within five (5) working days after the immediate supervisor response is due. The Department Manager shall respond, in writing, within five (5) working days. If the City's response is not mutually satisfactory the Union may proceed to the next step.

Step 3 - If, after a thorough discussion with the Department Manager, the grievance has not been satisfactorily resolved, the Union Steward, the aggrieved employee, the Chief Steward of the local Union, and the Union Representative shall, after written appeal, discuss the grievance with the Director of Human Resources within ten (10) working days after the Department Manager's response is due. The Director of Human Resources shall respond, in writing, within ten (10) working days from the date of the meeting with the union. These timelines may be extended by mutual written agreement of the City and Union. If the City's response is not mutually satisfactory the Union may proceed to the next step.

Step 4 - Arbitration is limited to grievances arising out of the alleged violation or interpretation of a specific provision of the Agreement. The arbitration panel would be obtained from FMCS (Federal Mediation and Conciliation Service). The selected arbitrator's fee and other expenses shall be shared equally by the City and the Union. The arbitrator shall render a decision within thirty (30) calendar days after receipt of any briefs filed by the parties. The decision of the arbitrator within his jurisdiction and authority shall be final and binding on the City, the Union and the aggrieved employee(s).

ARTICLE 5 - SENIORITY

Section 1 - Seniority

Seniority is defined as the length of continuous service with the City under an IBEW Local 307 Agreement from date of employment so the oldest employee in point of service or employment, shall have the greater seniority and the employee last hired shall have the least.

Section 2 - Advancement

For the purpose of determining seniority for advancement, the date of initial permanent transfer or promotion in the applicable job description as shown on the Personnel Change Order shall govern.

Section 3 - Seniority List

Seniority list will be posted on all bulletin boards on December 1 and June 1.

Section 4 - Recall

In accordance with the provisions of this article, employees recalled from layoff who fail to respond to a registered letter from the Human Resources Department, within five (5) working days, will forfeit his/her seniority rights. Any extenuating circumstances that may prevent him/her from reporting within the required five (5) days, will receive consideration by the City.

ARTICLE 6 - WORKING HOURS

Section 1 - Regular Classification

The REGULAR classification of work assignment shall apply to job descriptions requiring personnel to be assigned to one or more shifts, Monday through Friday as follows:

(A) - The following personnel shall be assigned to work weeks consisting of eight (8) consecutive hours "with a twenty (20) minute paid lunch break" on each of five (5) consecutive work days and two (2) rest days: Meter Reader, Meter Repairer, Electrical Construction Worker, Distribution Records Specialist, Line Worker, Meter Serviceperson, Building Maintenance & Project Worker, Utility Service worker, Stockroom Person, Substation Technician, Clerk/Operator, and Custodian. Personnel may work an alternate schedule at any time, if mutually agreed.

(B) - All other personnel not listed above shall be assigned to work weeks consisting of five (5) consecutive eight (8) hour days followed by two rest days, unless mutually agreed otherwise. Work days shall include one-half (½) hour lunch to be taken between 11:00 a.m. and 1:00 p.m.

Section 2 - Overtime Rates (Including Compensatory Time)

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

An employee will be compensated, either by payment of overtime pay in accordance with the schedule set forth below, or by accumulation of compensatory time at the appropriate rate for each overtime hour worked. The choice of overtime pay or accumulation of compensatory time shall be made by the employee who works the overtime hours.

For all classifications, during the first six (6) days of each work week, overtime work shall be paid at one and one-half (1-1/2) times the regular rate of pay for all work performed outside of the regular assigned working hours and for all time worked beyond eight (8) regularly assigned working hours. During the seventh (7th) day of each work week, overtime work shall be paid at two (2) times the regular rate of pay.

Employees working pre-scheduled overtime or has been assigned or has volunteered for scheduled overtime outside of the normal working hours shall be paid at one and one-half (1-1/2) times the regular rate of pay until the employee's regular shift begins, but not less than four (4) hours at the straight time rate.

A maximum of one hundred and twenty (120) hours of compensatory time may be accumulated within each calendar year. Use of compensatory time will be by agreement between the employee and his/her supervisor. An employee may carry over a maximum of eighty (80) hours into the following calendar year which shall be scheduled by the last pay period in February and used or paid to the employee by the last pay period in March.

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

Section 3 - Emergency Call Outs, Stand-By, and Outside Assistance

(A) - Emergency overtime work shall be confined to that work which is required to correct the emergency. An employee who is called out after having been released from work or has been directed by responsible supervision to stand by in anticipation of an emergency shall be compensated at the applicable overtime rate for the actual hours worked, but not less than (4) hours at the straight time rate. When an employee has a minimum of four (4) hours on pre-shift work, which carries him/her to his/her regular scheduled shift, premium pay shall continue for the duration of the said shift. The pre-shift rate does not apply to stand-by pay.

(B) - STAND-BY - Management and the Union recognizing the need for a continuing stand-by procedure, agree to have assignments made from a list of willing personnel provided by the Union. The employees willing to stand-by, shall be fully qualified to fill the needed job requirements and shall be paid according to the following "Stand-By" rates: Three (3) hours per day on a regular classification Monday through Friday, four (4) hours per day Saturday, five (5) hours per day Sunday, and seven (7) hours per day on an observed holiday. There shall be no pyramiding of stand-by pay. The stand-by person will be dispatched to the scene to do what can be accomplished safely in accordance with the Safety Manual. The stand-by person will be provided with a vehicle and phone in order to respond to call out situations.

(C) - Outside Assistance - When working on another Utility's facility at the Utility's request, the employee will be paid at 2.0 times their hourly rate for hours worked away from the home Utility.

Section 4 - Overtime Rotation

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.

The opportunity to work overtime shall be in accordance with practices agreed upon by the HLD administrative staff and the Union President OR Steward. The City shall draft the remaining number of employees needed to complete the work, and provided further, that in an emergency, the City may obtain sufficient additional qualified employees needed to complete the work, first, from employees covered by this Agreement, and second, from any available qualified source.

No employee shall be required to take time off on a regularly scheduled work day because of overtime worked or to be worked. Refusal to work overtime shall be considered the same as time worked for eligibility purposes in maintaining an overtime list. An employee shall be considered to have been offered overtime when he/she rejects an assignment or is absent from work.

Section 5 - Rest

Immediately following sixteen (16) or more consecutive working hours, the employee will be assigned to (8) consecutive hours of rest without pay, the stand by person may be reassigned by Management, and all sections of Article 6 do not apply. In the event of an Emergency Call Out during the rest period, the employee shall receive two (2) times the regular pay until relieved. If the rest period ends during the regular scheduled shift the employee shall complete that shift or take approved leave for the remainder of the shift.

Section 6 – Meals and Lodging

Employees shall be afforded a meal after working either ten (10) consecutive hours beyond the start of his/her normally scheduled work shift or five (5) consecutive hours after the beginning of the Emergency Overtime shift and employees shall be afforded meals every five (5) consecutive hours thereafter.

When afforded a meal, a crew working Emergency Overtime may elect to break for a meal provided by the City or each member of the crew will be provided compensation for each meal waived at a rate of \$20.00 each. Each meal break shall be limited to 30 minutes.

Lodging and Meals will be provided by the requesting Utility for Outside Assistance work.

ARTICLE 7 - VACANCIES, PROMOTIONS, AND TRANSFERS

Section 1 - Departmental Preference

It shall be the policy of the City to cooperate in every practical way with its employees who desire transfer or promotion to a new position or vacancy. Accordingly, such employees will make written application through their Department Manager, who shall forward it to the Director of Human Resources, stating their desire. Any employee covered by this Agreement will be given preference over new hires for positions covered by this Agreement. Employees who have made application as provided for above will be given consideration for such jobs as provided for in the seniority clause. The employees covered by this Agreement will be given consideration for promotions to supervisory positions within Light Department when considered qualified by HLD Administration.

Section 2 - Vacancy Advertising and Recruitment

All vacancies shall be posted in each department for a period of one (1) week, during which time applications will be received as specified in Section 1. Vacancies may be posted for applicants external to the City concurrently with the internal posting for a period determined by Management.

A qualified Lineworker covered under this agreement shall have the option to participate in the interview process for external applicants of the Lineworker classification.

Section 3 - Promotions

Vacancies shall be filled by employees who meet the qualifications set forth in the job description. In the event that qualified employees (as defined in Section 4) are not available to fill the vacancy, it will be filled in accordance with the City of Hagerstown's rules concerning the classified service.

Section 4 - Qualifications for Promotion

The Department Head and Director of Human Resources shall consider the following in judging qualifications for promotion and their decision shall be final, subject to the provisions of Article 5, Section 2.

- (A) Promptness and regularity in reporting to work.
- (B) Ability to work with other employees and supervision.
- (C) Evidence of desire and ability to learn new assignments within a reasonable time.
- (D) Record of efficient performance on previous assignments.
- (E) Satisfactory completion of appropriate educational programs and the attainment of applicable licenses.
- (F) Consideration shall be given to experience and familiarity to each progression in classification.
- (G) Meets all qualifications as set forth in the job description.

Section 5 - Notification of Results

Employees covered by this Agreement who make written application in accordance with the above, shall be notified in writing, not later than thirty (30) calendar days from the date that their application was received, whether they have been accepted or rejected for the position advertised. Accepted employees shall receive the first increment rate of the advertised position, if applicable, beginning the first payroll period after starting in new position. The actual transfer to the new position shall be arranged as promptly as possible, consistent with the requirements of the service.

ARTICLE 8 - VICING

Section 1 - Payment

An employee temporarily assigned to a higher classification for four (4) hours or more, shall receive the appropriate increment based on years of service. When viced for not less than two (2) weeks, holiday pay during this period shall be paid at the vicing rate. Assignments will not be changed or alternated to prevent an employee from becoming eligible for the vicing rate.

Section 2 - Seniority

An employee temporarily assigned to a higher classification shall not accumulate classification seniority while in this position. In the event that the person would be permanently placed in this position, his/her classification seniority will revert back to the first day of the assignment. An employee temporarily assigned and viced to a higher classification, vacant position for ninety (90) continuous calendar days shall be promoted to that position and his/her classification seniority shall revert to the beginning of the ninety (90) day period.

Section 3 - Rest Days

Should the temporary assignment be for one (1) week, the rest days of the new assignment will be observed.

ARTICLE 9 - SAFETY

Section 1 - Committee

A joint Safety Committee consisting of representatives of both hourly rated employees and management shall be maintained.

The Committee shall be charged with maintaining an active safety program in coordination with the City Safety Coordinator.

Section 2 - Devices and Equipment

Approved safety devices and equipment will be provided by the City and all rules pertaining to their use and all general safety rules shall be rigidly observed.

In the event of separation of employment, the items mentioned within this Section shall be returned to the City and accounted for by supervisory staff in good operating condition. Alternatively, the new purchase value will be withheld from the employee's final compensation and/or leave payout.

Section 3 - Clothing and Footwear

Flame Retardant Clothing and Dielectric Safety Footwear: Required employees – New employees required to wear flame retardant clothing and dielectric safety footwear shall be given an allowance of \$1,500.00 the first year of employment. Any employee who is required to wear flame retardant clothing and dielectric footwear shall be given an annual allowance at the beginning of the fiscal year. The allowance shall consist of a maximum of \$1,000.00 for employees operating voltages above 600 V and \$750.00 for employees operating voltages at 600 V and below. Any unused allowance shall be retained by the Hagerstown Light Department. These amounts shall be open for the review periodically between the union and the department manager.

The value of the items mentioned within this Section shall be depreciated at a rate of one-twelfth (1/12 or 8.33%) per month after issuance. In the event of separation of employment, the depreciated value will be withheld from the employee's final compensation and/or leave payout.

ARTICLE 10 - TRAINING

Section 1 - Reimbursement

Employees shall be reimbursed for expenses incurred in obtaining licenses and for expenses incurred in satisfactorily completing approved correspondence or other courses. Prior approval of the Department must be obtained in all instances.

Section 2 - Advancement

Apprentice Lineworkers shall be required to pass both written and hands-on examinations before advancing to the next pay increment. Supervision and the Union Representatives shall assess the hands-on examination jointly.

Section 3 - Requirements

Apprentice Lineworkers shall not be assigned to work directly on circuits carrying primary distribution voltages until the third year of their apprenticeship, and then only when accompanied by a Lineworker.

Section 4 - Payment for Training Time

All authorized training programs concerning safety or first aid shall be held on City time, or if the programs are conducted on off hours, the employee shall be reimbursed at the applicable straight time rate for the hours of attendance. First aid classes will be conducted on inclement days for the Distribution Department and others affected.

Section 5 - Ratio of Apprentices

The City and the Union agree to abide by the "Apprentice Ratio" as determined by the Maryland Apprenticeship and Training Council.

ARTICLE 11 - RATES

A wage schedule under this agreement is attached as Appendix I and made a part of this agreement.

New employees shall serve a probationary period of six (6) months in accordance with the City's rules pertaining to the classified service. During this time 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. After successfully completing the probationary period the employee's seniority shall revert to the date of initial employment with the City.

**ARTICLE 12 - CHANGE TO JOB DESCRIPTIONS; ADDITIONAL JOB
CLASSIFICATIONS**

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.

A list of all Job Classifications and their respective pay grades are as shown in Appendix 1.

APPENDIX 1

(Page 1)

**IBEW 307
WAGE SCHEDULE**

Effective July 4, 2022					Effective July 3, 2023				
GRADE	MIN	MAX	12 Year	20 Year	GRADE	MIN	MAX	12 Year	20 Year
5	\$ 21.39	\$ 22.04	\$ 22.15	\$ 22.25	5	\$ 22.03	\$ 22.70	\$ 22.81	\$ 22.92
6	\$ 23.02	\$ 23.66	\$ 23.79	\$ 23.92	6	\$ 23.71	\$ 24.37	\$ 24.51	\$ 24.63
7	\$ 24.07	\$ 24.73	\$ 24.87	\$ 25.01	7	\$ 24.79	\$ 25.47	\$ 25.62	\$ 25.76
8	\$ 25.17	\$ 25.86	\$ 26.03	\$ 26.15	8	\$ 25.93	\$ 26.64	\$ 26.81	\$ 26.94
9	\$ 26.35	\$ 27.17	\$ 27.27	\$ 27.42	9	\$ 27.14	\$ 27.99	\$ 28.09	\$ 28.24
10	\$ 27.55	\$ 28.41	\$ 28.51	\$ 28.69	10	\$ 28.38	\$ 29.26	\$ 29.37	\$ 29.55
11	\$ 28.84	\$ 29.69	\$ 29.86	\$ 30.01	11	\$ 29.71	\$ 30.59	\$ 30.76	\$ 30.91
12	\$ 30.16	\$ 31.81	\$ 31.95	\$ 32.13	12	\$ 31.06	\$ 32.76	\$ 32.91	\$ 33.09
14	\$ 37.04	\$ 37.63	\$ 37.80	\$ 38.00	14	\$ 38.15	\$ 38.76	\$ 38.94	\$ 39.14
15	\$ 38.89	\$ 39.13	\$ 39.31	\$ 39.50	15	\$ 40.06	\$ 40.30	\$ 40.49	\$ 40.69
16	\$ 40.85	\$ 40.85	\$ 41.02	\$ 41.24	16	\$ 42.08	\$ 42.08	\$ 42.25	\$ 42.47

Note: Employees will advance to the longevity step based on their years of service effective the Monday following an employee's anniversary date.

APPENDIX 1

(Page 2)

The increment system for all classifications except Lead Lineworker, Journey Lineworker, Apprentice Lineworker, and Substation Technician is as follows:

At the time of hire or promotion, an employee's rate will be the minimum for the classification and after six (6) months, after satisfactory completion of the probationary period, the rate will advance to the maximum for a classification. Apprentice Lineworker and Substation Technician will progress through the program and reach the top level of their maximum wage grade at the completion of the four (4) year program, provided they meet all qualifications of the training program.

WAGE SCHEDULE

Apprentice Lineworker on 6-Month Increments

<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>
75%	80%	82.5%	85%
<u>5th</u>	<u>6th</u>	<u>7th</u>	<u>8th</u>
87.5%	90%	92.5%	95%

WAGE SCHEDULE

Substation Technician on 6-Month Increments

<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>
75%	80%	82.5%	85%
<u>5th</u>	<u>6th</u>	<u>7th</u>	<u>8th</u>
87.5%	90%	92.5%	95%

APPENDIX 1

(Page 3)

CLASSIFICATION

Grade

Custodian	5
Clerk/Operator	6
Utility Serviceworker	6
Meter Reader I	6
Meter Reader II	7
Building Maintenance & Project Worker	8
Distribution Records Specialist	8
Warehouse Specialist	9
Meter Serviceperson I	9
Meter Serviceperson II	10
Drafting Technician III	11
Electrical Construction Worker	11
Meter Repairer	11
Substation Technician	14
Lineworker I	14
Lineworker II	15
Lead Lineworker	16

APPENDIX 2

DISABILITY POLICY

The following policy relating to disabled personnel who are covered by this Agreement was duly approved by the Mayor and City Council for the City of Hagerstown, Maryland, on March 9, 1982, and is considered a part of this Agreement.

- A. An employee who has been diagnosed by a physician to be permanently disabled to the extent that he/she cannot perform all of the duties of his/her position as mandated by job descriptions, department rules and regulations, City Code, State and/or Federal law or requirements, shall be given the opportunity to fill another vacant position within the City government in the same or lower pay grade which the employee is capable of performing.

If a vacant position is not available which the employee is capable of performing, the employee will be placed on layoff status in accordance with the City policies or the procedure set forth in the applicable collective bargaining agreement covering the employee. The employee shall then be recalled to such vacant jobs as he/she may be qualified to perform.

Employees who are qualified under particular retirement plans may apply for disability retirement if they are unable to fill a vacant position within the City government as set forth above.

- B. Should there be a question as to whether or not an employee is permanently and totally disabled, the employee shall have the right to be examined, at his/her expense, by his/her personal physician, and the City shall have the right to have the employee examined by its physician. If there is conflict between the diagnosis of the employee's personal physician and the physician selected by the City, a third physician will be selected by the two physicians to conduct an examination. The diagnosis of the third physician shall be binding on the City and the employee.
- C. In the event the services of a third physician are required, the costs shall be shared equally.

APPENDIX 3 - EMPLOYEE BENEFITS

HOLIDAYS

Section 1

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, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the last working day before Christmas, and Christmas Day, *provided, however*, that in order to be eligible for holiday pay, an employee must work the entire scheduled work day or shift before and after the holiday, unless on approved leave.

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

Section 2

Each employee shall be given three personal days with pay in each calendar year. 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 in a year shall receive three personal days with pay. An employee hired on or after July 1 in a year shall receive only one personal day for that calendar year. An employee who begins works on or after December 1 shall not receive any personal days for that calendar year.

Personal leave may be used in any increment (minimum of 1 half-hour) but may not be used to make up for instances of tardiness.

Section 3

For the regular classification of work assignment, holidays falling on Saturday shall be observed on the preceding Friday and holidays falling on Sunday shall be observed on the following Monday.

Section 4

Employees required to work on the day on which an actual, non-observed holiday occurs on Saturday, July 4th or Saturday, December 25th shall be paid two (2) times the regular rate. Refer to Section 5 for remaining non-observed holidays.

Section 5

Employees required to work on the day on which a holiday is observed shall be paid the applicable overtime rate for all hours worked in addition to holiday pay as follows:

- a. One and one-half times the regular rate for all hours worked on a holiday which occurs during the first six (6) days of their work week.
- b. Two times the regular rate for all hours worked during the seventh day of their work week.

VACATIONS

Section 1 - Vacation Allowances

For the purpose of determining eligibility for vacations the following policy shall govern:

1. There shall be no vacation time earned or accrued during the first six months of continuous service.
2. After six months of continuous service, an employee shall earn 1.53845 vacation hours per week with a limit of 80 hours for a full calendar year of employment.
3. Beginning on the 61st month (after the 5th full year of employment) of continuous service, an employee shall earn 2.3077 vacation hours per week with a limit of 120 hours for a full calendar year of employment.
4. Beginning on the 109th month (after the 9th full year of employment) of continuous service an employee shall earn of continuous service, an employee shall earn 3.0770 vacation hours per week with a limit of 160 hours for a full calendar year of employment.
5. Beginning on the 205th month (after the 17th full year of employment) of continuous service an employee shall earn 3.8462 vacation hours per week with a limit of 200 hours for a full calendar year of employment.
6. Employees may carry-over up to 80 hours of vacation time plus the annual accrual amount for that year from one year to another. Vacation allowance in excess of the 80 hours plus the annual amount will be forfeited at the end of the calendar year, unless the City is the cause of the unused year. 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.
7. All vacation hours earned will be posted to each employee's account and all hours used or forfeited will be subtracted from the employee's account which will be furnished to the employee periodically

Section 2 - Computation of Vacation Pay

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

Section 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.

Section 4 - Vacation Pay in Advance of Vacation

Vacation pay in one week increments may be received in advance, *provided*, that the employee give 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 the rate of 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 - Payment of Earned Vacation Upon Leaving City Employment

A. Retirement or Voluntary Resignation

An employee, upon leaving City employment, will be paid for all vacation time earned and credited to his/her vacation account.

B. Termination for Cause

An employee who has been terminated for cause will only be paid for all vacation time earned and credited to his/her vacation account.

C. Payment Rate

Vacation pay shall be at the employee's rate at the time of leaving employment.

Section 7 - Limitations on Use of Earned Vacation

Vacation leave may be used in increments of one hour or more consecutively but may not be used to make up for instances of tardiness.

Section 8

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.

SICK LEAVE

Section 1 - Entitlement to Sick Leave

Full-time employees will be given an allotment equivalent to one (1) sick day per month (12 days per year), accruing at 1.8462 hours per week.

A medical doctor's certificate will be required for any absence in excess of three (3) scheduled working days or shifts that is caused by illness or injury. An employee who is going to be absent on a work day or shift, other than for a previously authorized absence, must directly notify his/her Department Manager before the work day or shift is scheduled to begin and must so notify the Department Manager on each day of the absence, unless a physician provides notification that the absence will be an extended one. In the case of a habitual absentee who has been given a prior written warning, the employee may be required to furnish a doctor's certificate or other proof of illness or injury in order to be permitted to use sick leave for his/her absence or to submit to an examination by a doctor of the City's choice and at the City's expense.

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 increments, as needed.
- b. **Accumulation of Sick Leave:** An employee may accumulate the 12 days sick leave as granted by section one (1) above to a maximum of 145 days.
- c. **"Sick Leave Conversion" Program:** An employee may accumulate up to one hundred forty-five (145) days of sick leave. 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 limits. An exception to this would be that employees who use combined sick hours that total less than one full work day would still be eligible for sick leave to vacation conversion.
- d. **"Recording and Banking" Sick Leave in Excess of the Maximum That May be Accumulated:** The City also agrees to "record and bank" any sick leave that is granted and accumulated in excess of the 145-days maximum. A maximum of 100 days may be "recorded and banked" in this manner. These days may be used as justification to the City Administrator, if it becomes necessary for an individual to petition the Council for an extension of sick leave up to the duration of the sick leave that has been "recorded and banked".

Section 3 - Payment of Sick Leave: Retirement

When an employee retires s/he is paid the total amount of accumulated sick leave from the employee's "active" sick leave balance. ("Banked" sick leave is excluded for the purposes of this calculation.) Credit for sick leave will be given in accordance with the employee's applicable retirement plan (Plan).

An employee who retires from the City will be paid out their unused sick leave balance up to a maximum of \$12,000.

Section 4 - Payment of Sick Leave: Leaving Employment

When an employee leaves service, he/she will be paid one-half (1/2) accumulated sick leave at his/her current rate of pay; however, the total cost to the City for this benefit shall be limited to a maximum of \$6,000.00 for any employee. In order to receive this benefit, an employee must have a minimum of five (5) years of service with the City.

Additionally, any employee who engages in any criminal activity on City time or on City premises, shall be discharged for cause without benefit of section 4 above.

Section 5 - Extended Absence Caused by Illness or Injury

If an employee has exhausted all sick leave that has been accumulated in accordance with subsection b. of Section 2, and further, if the employee has sought and been granted use of additional sick leave that has been accumulated in accordance with subsection d. of Section 2, the employee may use all unused accumulated vacation time for any continuing absence caused by illness or injury. If the employee is unable to return to work at the end of all of this time, the employee may bring this matter to the City Administrator and his/her Union. They will review the situation and make a recommendation to the Mayor and City Council as to whether additional paid time off may be granted to the employee. The Mayor and City Council shall make the decision as to whether additional time off may be granted.

Section 6 – 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.

OTHER LEAVE

Section 1 - Bereavement Leave

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

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

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

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

Section 2 – Work Related Injury

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

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

Section 3 - Jury Duty

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

MILITARY TRAINING LEAVE

Section 1 - Military Leave

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

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

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

LEAVE OF ABSENCE

Section 1

Family and medical leave will be granted in accordance with the requirements of the federal Family and Medical Leave Act (FMLA). A leave of absence request beyond the scope of the FMLA will be considered on a case by case basis upon application to the Department Manager and the Human Resources Department.

Section 2

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

Section 3

Unpaid leaves of absence shall be granted to attend and serve as delegates to conventions and organization conferences related to their Union, upon approval of the Light Department Operating Manager. Any reservation costs incurred by an employee or the Union through re-scheduling pre-approved convention or conference events at the City's request will be reimbursed, provided the costs are substantiated.

Section 4

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

HEALTH AND WELFARE

ACTIVE FULL-TIME EMPLOYEES

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.

RETIRED EMPLOYEES

For *all* eligible retirees and their spouses who are eligible for coverage on the City's health insurance prior to the employee's retirement from the City and who are non-Medicare eligible, a medical plan will be made available by the City, unless the retiree or spouse has proven eligible for Medicare coverage. The retiree will pay up to, but not more than 20% of the premium cost. The retiree or spouse who has enrolled for Medicare coverage will have same options as Medicare eligible retirees.

For eligible retirees and their spouses who are eligible for coverage on the City's health insurance prior to the employee's retirement from the City and who are 65 years and older, a defined contribution stipend of \$350 per month will be provided by the City so long as the retiree chooses to enroll in this option. This stipend can be used to help to purchase the City's Medicare Supplemental Plan or 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 who are Medicare eligible who are already participating in the City's health insurance program are eligible for the Health Reimbursement Account (HRA) option.

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

HEALTH INSURANCE RATES

Premiums for employees and retirees not eligible for Medicare with dependent coverage will be frozen at the rates established as of July 1, 2017. Employees with individual coverage will pay up to, but not more than 20% of premium cost.

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

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 or otherwise Medicare eligible), the City will provide the retiree medical coverage

at City cost, for the employee and dependents who are eligible for coverage prior to retirement until the employee and spouse become Medicare eligible and dependents are no longer eligible. When a retiree or spouse actually reach age 65, or become eligible for Medicare insurance, the retiree and spouse will receive the same benefits granted to other retirees at age 65.

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

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

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

Dental Insurance

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 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.

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.

Employee Assistance Program

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

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

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 I.B.E.W. Local 307 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.

Executed this 24th day of MAY, 2022 after receiving approval by the Mayor & Council and ratification by the Union membership.

FOR THE UNION:



Rodney E. Rice
Business Manager



Joseph Lucas
Acting Chairman

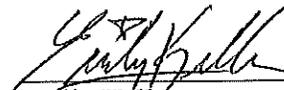


Robert Talbert
Negotiator

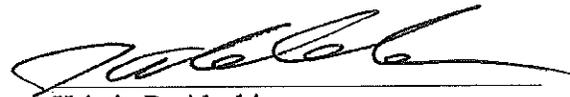


James Tapley
Negotiator

FOR THE CITY:



Emily Keller
Mayor



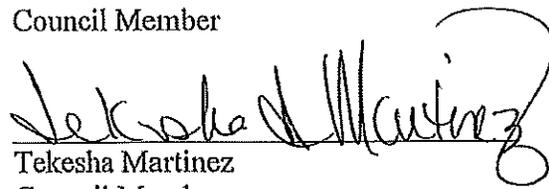
Kristin B. Aleshire
Council Member



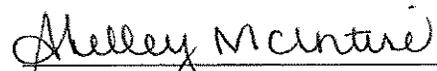
Robert E. Bruchey, II
Council Member



Tiara Burnett
Council Member



Tekesha Martinez
Council Member



Shelley McIntire
Council Member