

2025 - 2028

AGREEMENT BETWEEN



AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES,
COUNCIL 3, AFL-CIO LOCAL 1834

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AGREEMENT BETWEEN

THE BOARD OF COUNTY COMMISSIONERS OF GARRETT COUNTY, MARYLAND

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 3 AFL-CIO

The AGREEMENT, executed this 20th day of February, 2026 and effective January 1, 2026 by and between THE BOARD OF COUNTY COMMISSIONERS OF GARRETT COUNTY, MARYLAND, acting as the Department of Public Works – Roads Division hereinafter called “EMPLOYER”, and the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, MARYLAND COUNCIL 3 AFL-CIO, hereinafter called, “UNION” or “AFSCME”. The American Federation of State, County and Municipal Employees Local 1834 is hereinafter called the “LOCAL UNION”. The rights, obligations, and duties of the EMPLOYER under this Agreement may be exercised through its agents; the management of the Garrett County Department of Public Works – Roads Division.

ARTICLE I - RECOGNITION

The EMPLOYER recognizes the UNION, AFSCME Maryland Council 3 AFL-CIO as the exclusive bargaining agent of the Employees covered by the Agreement, which shall include all Employees of the Department of Public Works – Roads Division. Excluded are Roads Division Foreman, Purchasing Coordinator, Bridge Construction Foreman, Shop Supervisor, Division Chief, Assistant Division Chief, Administrative Coordinator, and Safety/Utility Technician. However, it is agreed between the EMPLOYER and the UNION, that membership in the UNION is not a requirement for employment with the Department of Public Works – Roads Division.

Section 1: The UNION shall receive from the date of commencement of the Agreement, an Excel database of all bargaining unit employees, their unique employer ID, address, telephone number(s) of record identify as home or cell, classification, FT/PT or contractual status, work location, hourly rate of pay (base rate) and shift as well as all new hires, terminations/resignations and any changes in classifications or other employee information covered in the Agreement on a monthly basis.

Additionally, the EMPLOYER shall provide the UNION and the LOCAL UNION President of each formal orientation meeting held for new bargaining unit hires. The notice will be sent via email as soon as such meetings are scheduled (but not less than ten (10) days in advance) and will include:

1. date, time, and location of the orientation;
2. the virtual link (if applicable); and
3. a list of newly hired bargaining unit employees that are expected to attend, including name, classification, and assigned work location.

Due to operational exigencies, the EMPLOYER may schedule an orientation which will provide the UNION with less than the requisite ten (10) days' notice; however, the UNION shall be notified as soon as possible after the scheduling of the orientation. The shop Steward, or the UNION's designee, shall be released from duty to lead the UNION orientation.

During the orientation, the UNION will be permitted to give no more than a thirty (30) minute presentation which may include information about UNION membership and enrollment in supplemental Union benefits.

In the event a formal orientation meeting is not held, or the UNION is unable to attend the formal orientation, the EMPLOYER shall allow the UNION and the employee(s) to meet within in the first two (2) weeks of employment during duty hours at a mutually agreed upon time and location for no more than thirty (30) minutes.

Section 2: The EMPLOYER and the UNION agree that all the terms set forth in the shall apply to all Employees included in said bargaining unit, unless specifically excluded.

Section 3: A written list of the UNION Stewards and/or alternates shall be furnished to the EMPLOYER promptly after his/her designation and the UNION shall notify the EMPLOYER promptly of any changes of such UNION Stewards and/or alternates.

Section 4: This Agreement shall comply with Garrett County Government Personnel Policy except as expressly limited by this Agreement.

ARTICLE II - UNION DUES/CHECK OFF/INDEMNIFICATION

The EMPLOYER, to the extent permitted by law, agrees to deduct Union membership dues, P.E.O.P.L.E. deductions, Union authorized supplemental insurance or other Union authorized deductions from the pay of each Employee who has voluntarily signed and authorized a payroll deduction, the amount of UNION dues for said Employee as shall be certified to the EMPLOYER by a proper officer of the UNION. Such deductions shall be withheld by the EMPLOYER from the UNION member's pay in equal amounts from each pay. Such withholdings for UNION dues shall be transmitted to the UNION, American Federation of State, County and Municipal Employees, Maryland Council 3, AFL-CIO, bi-weekly over twenty-six pay periods. Deductions shall be made via electronic fund transfers to the account authorized by AFSCME Council 3. Membership lists and bargaining unit lists shall be remitted monthly via email to AFSCME Council 3 ~~67~~ in Excel format. The database shall include the following:

- | | |
|--------------------|---------------------------|
| A) Employee's name | H) Work location (garage) |
| B) Date of Hire | I) Home address |

C) Employee unique identifier number

D) Position Classification

E) Salary

F) Hourly rate

G) Longevity step information

J) Home and Cell phone number
(if available)

K) Dues Deduction status

L) Deduction for AFSCME PEOPLE

M) Terminations/Resignations

N) Promotion out of the Bargaining unit

The UNION shall notify the EMPLOYER thirty (30) days prior to any change in said dues.

The UNION agrees to indemnify and save the EMPLOYER harmless from any and all liability resulting from the aforesaid Check-off System. Each employee who, on the effective date of this Agreement, is a member of the Union and each employee who becomes a member after this date shall maintain membership in the Union. Only in accordance with the following shall an employee have a right to revoke payroll deduction in the union: The employee shall send a certified letter, return receipt requested, of resignation to AFSCME, COUNCIL 3, AFL-CIO, at 1410 Bush Street, Baltimore, Maryland 21230 a copy of the letter to the County Administrator. The official membership card, if available, shall accompany the letter of resignation. The letter shall be postmarked during the fifteen (15) day period prior to the expiration date of this Agreement and shall state the employee is resigning membership in the union and where applicable is revoking check-off.

ARTICLE III - MANAGEMENT RIGHTS

Section 1: Management Rights

The EMPLOYER retains all rights of management of the business of the County and the direction of its Employees except as expressly limited by this Agreement. These rights include, but are not limited to, the right to plan, direct, control the operations or services to be performed in the County or by Employees of the County, to schedule the working hours, to make and enforce work standards, to hire, promote, demote, transfer, suspend, discipline or discharge for just cause, or for other legitimate reasons, to make and enforce reasonable work rules and regulations, provided they are communicated to the UNION and the employees in advance of enforcement; and to introduce new and improved methods, materials, equipment, or to change existing methods, materials or equipment provided the UNION is notified in advance and given an opportunity to discuss the impact of such changes on bargaining unit employees.. These rights will not be exercised to discriminate against any Employee because of his/her UNION activity or any other protected status.

This Article shall not operate to waive any of the rights and obligations of the EMPLOYER and the UNION, respectively, including, if applicable, (i) to communicate with one another, (ii) to give advance notice, or (iii) to engage in bargaining over proposed changes in any terms or conditions of employment that are mandatory subjects of bargaining.

Section 2: Work by Supervisors

Supervisors shall not perform work normally performed by Employees in the bargaining unit except to test, instruct or train Employees in the use of new materials, equipment or methods of operation, or when in EMPLOYER's judgment circumstances require intervention by a supervisor to protect life or public or private interest.

ARTICLE IV - HOURS OF WORK AND OVERTIME

Section 1: Workday

The workday shall be the twenty-four (24) hour period commencing at the Employee's scheduled starting time.

Section 2: Workweek

The normal workweek shall consist of forty (40) hours - five (5) eight (8) hour workdays, Monday through Friday.

The EMPLOYER may schedule Employees to work forty (40) hours - four (4) ten (10) hour workdays, Monday through Thursday.

The workweek for the purpose of computing overtime shall consist of seven (7) days beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight the following Saturday, except for those Employees who are scheduled to commence his/her first shift after 5:00 p.m. on Sunday, whose workweek will commence at the starting time of such shift and end one hundred sixty-eight (168) hours later.

Employees shall be paid on a biweekly basis, with pay days occurring every other Thursday. In the event a scheduled payday falls on a holiday, pay shall be issued on the preceding business day. All wages earned during a pay period shall be paid in full, including any applicable overtime, premiums, or differentials, etc. in accordance with this Agreement and applicable law.

Section 3: Hours

The normal dayshift includes all turns regularly scheduled to begin at 6:00 a.m. The normal night shift shall include all turns regularly scheduled to begin at 5:00 p.m.

The work schedule for an eight (8) or ten (10) hour workday may be changed at EMPLOYER's discretion.

Section 4: Unpaid Lunch

Employees shall be allowed one-half (1/2) hour unpaid lunch during the work shift. The time taken for lunch will be adjusted so as not to interfere with work in progress or delay work by other Employees. The designated one-half (1/2) hour unpaid lunch shall be observed between 11:00 a.m. – 1:00 p.m. for dayshift and 8:00 p.m. – 10:00 p.m. for nightshift. If the EMPLOYER does not provide an uninterrupted work-free lunch, the Employee, at the EMPLOYER's discretion, shall either be compensated at one-half (1/2) hour overtime pay or permitted to leave work one-half (1/2) hour early.

Employees shall be granted a fifteen (15) minute break during the first four (4) hours of the respective shifts provided that it doesn't interfere with operations.

During snow removal operations, if a State of emergency is declared, the snow emergency plan is in effect, schools are closing early (due to snow or other weather related emergencies) and/or overtime will be required after the employees' regular shift, employees may contact their foreman and request or management may require employees not stop for lunch and be compensated with one half (1/2) hour pay at the premium rate.

Employees employee shall not work through lunch for their convenience. This privilege is for severe weather related events.

Section 5: Overtime Premium

When it is determined by the EMPLOYER that it is necessary to work more hours than scheduled in the Employee's normal day, the Employee performing the work during regular hours shall continue to perform that work. In like manner, when it is determined necessary to assign work beyond the normal workweek schedule, those Employees performing that work during the workweek shall be assigned the overtime work. By mutual agreement between the Employee and EMPLOYER, an Employee may work in excess of sixteen (16) hours in a workday.

In accordance with the Fair Labor Standards Act, overtime premium pay will be paid for all hours worked in excess of forty (40) straight time hours per week at time and one half (1 ½). Overtime hours earned during the work week will not be reduced due to holidays, bereavement leave and annual leave scheduled more than ten (10) days in advance.

An Overtime Roster shall be noted with the following designated codes relative to overtime:

R – Refusal	PD – Personal Day	SL – Sick Leave
NA – Not Available	LA – Leave of Absence	C – Civil Leave
UB- UNION Business	V – Vacation (Annual)	ML – Military Leave
F - Funeral	WC – Worker's Comp	

The EMPLOYER shall keep an up-to-date roster of hours of overtime worked and will attempt to distribute such overtime within the job classification as equally as possible. Errors made in the distribution of overtime worked shall be corrected at the next opportunity by offering the affected Employee(s) the opportunity to work out of turn. If more than three errors occur in any rolling quarter, adversely affected employees shall be compensated for all future missed overtime opportunities for the following six (6) months.

Section 6: No Pyramiding or Duplication of Overtime Premium

Overtime rates shall not be duplicated for the same hours worked under any of the terms of the Agreement and, to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision of the Agreement.

Section 7: Call-Out Reporting

All employees of the Department of Public Works-Roads Division are considered "Essential Service Employees" and should report for work when called out for emergency/weather events, unless previously excused by the Supervisor.

During emergency call outs for winter operations, employees, when called, who fail to answer their phone or do not return the call within sixty (60) minutes will be considered an unexcused absence. After the second (2nd) unexcused occurrence in a season the employee may be subject to progressive discipline per county policy

Notice of Call-Out If a weather event is forecasted, and the County gives 24-hour notice, all employees are expected to be available to work. The only exception is if leave has been pre-approved prior to the notice.

Emergency Call Out In an emergency situation or unexpected weather event, employees will be called as follows:

Winter Weather

- Primary Snow Plow route driver
- fill in/ spare drivers in order of seniority
- Most senior qualified employee

If management determines additional routes require plowing and/or treatment. the employee assigned to that route will be contacted to respond.

For overtime call outs, other than winter weather, the employer will call down the seniority list, starting with the most senior employee, until the overtime position(s) are filled. The next available overtime will then be offered to the employee next on the seniority list. This will continue for each offer of overtime.

Section 8: Reporting Allowance

Employees called in to work outside of the regular shift shall receive at least two (2) hours at the appropriate rate of premium pay of his/her hourly rate.

Section 9: Compensatory Time

In lieu of receiving premium pay for overtime hours worked, an employee may elect to receive overtime compensation time at the rate of one and one half hours for each hour worked under the following rules:

- 1) Employees will receive one hour overtime compensation time for each hour of overtime worked.
- 2) Employees will receive the premium portion (one half hour) of overtime at their overtime rate.
- 3) Overtime compensation time may be accumulated for the purpose of compensation leave time up to a maximum of sixty (60) hours Any overtime worked above that amount shall be paid in the employees' next regular paycheck.
- 4) Overtime compensation hours may be used and accrued so long as the maximum balance held at one time does not exceed sixty (60) hours.
- 5) If an employee separates employment from the County before taking overtime compensation, the compensation time shall be paid in a lump sum.
- 6) If an employee transfers to an exempt Fair Labor Standards Act position before taking overtime compensation, the compensation time shall be paid in the current or next regular paycheck at the employee's non-exempt rate of pay.
- 7) Overtime compensation hours may be scheduled under the same rules as outlined in Article 13 (Annual Leave) of this agreement.

- 8) If the “no tax on overtime” as written in the One Big Beautiful Bill Act expires or is no longer in effect, overtime compensation time will be earned at the rate of one and one half hours for every hour worked and be capped at forty eight (48) hours.
- 9) An annual request may be made by a non-exempt employee for payment of available compensation leave time.
 - a. To request payment of compensation leave time, the County’s compensation leave request form must be completed and provided to Human Resources no later than November 10 annually.
 - b. Compensation leave time will be paid on the first pay date in December, for those employees requesting payment for available compensation leave time.
 - c. This will be the only time employees can request payment of available compensation leave time outside of an employment status change as noted in #5 and #6 above.

ARTICLE V - WAGES

Section 1: Longevity Increase

A longevity increase will be provided to employees based on years of service as outline in appendix A.

Section 2: Wage Rates

Effective with the first pay period of Fiscal Year 2027, all steps (1, 2, 3, 4, 5-14, 15-20 and 20+) will be increased by \$1.25 per hour and employees will receive new pay rate for their respective step.

Effective with the first pay period of Fiscal Year 2028, steps 5-14, 15-20 and 20+ will be increased by 3% or equal to non-union increase, whichever is greater. Employees will receive increase per their respective step. Steps 1-4 will not be increased but employees will receive their step increase.

Effective with the first pay period of Fiscal Year 2029, steps 5-14, 15-20 and 20+ will be increased by 2% or equal to non-union increase, whichever is greater. Employees will receive increase per their respective step. Steps 1-4 will not be increased but employees will receive their step increase.

As part of the review period for Fiscal Year 2028 and 2029 Budget and the Audit of Financial Statements, the County will provide all Employees with wage increases as noted above. This will include any general salary increase, cost of living adjustment, equitable Classified Service non-union grade allocation step increase, performance merit increase, or a one-time employee incentive bonus will also be given to members of AFSCME Local 1834.

Section 3: Specialty Premium

Employees actively performing work in the classifications of Paver Operator, Paving Screener, Bituminous Paving Roller Operator, Bridge Worker, Chipper Operator, Tar and Chip Helper, Tar Distributor Operator and Roller Operator will be paid a premium of fifty cents (\$0.50).

ARTICLE VI - SNOW REMOVAL

Section 1: Scheduling of Nightshift

Scheduling of the nightshift and positions on night shift shall be offered to the most senior qualified Employee. If the schedule is not filled in this manner, the least senior qualified Employee shall be required to fill such position. At the EMPLOYER's discretion, Employees may be recalled to work the night shift on assignments for snow removal and operational emergencies. When called in on snow removal, Employees will stay on nightshift the rest of the week. Employees assigned to nightshift shall remain on such assignment until the next nightshift posting. At the EMPLOYER's discretion, Employees assigned to work nightshift shall be required to perform work other than snow removal.

Each Garage will post the following positions for nightshift:

- Yard Man (1)
- Mechanic (1) - Mechanics in permanent position(s) will not post for this position.
- Mechanic Helper (1)
- Truck Drivers (remaining positions)

At the EMPLOYER's discretion, may implement other positions on nightshift which will also be filled based on seniority.

Mechanic and Mechanic Helper will only be used for snow removal on an as needed basis. The Mechanic Helper will be used first then the Mechanic.

When not plowing snow, Truck Drivers shall be assigned other duties while on night shift.

Section 2: Snow Removal Routes

Snow removal routes for dayshift and nightshift will be assigned at the EMPLOYER's discretion.

Section 3: Hourly Rates

Grade 2 Truck Drivers will be paid the Grade 3 hourly rate while plowing snow.

Section 4: Truck Driver Helpers

Truck Driver Helpers shall not be assigned on nightshift.

Section 5: Nightshift Premium

Nightshift Employees shall be paid a premium of fifty cents (\$0.50) per hour. In addition, in lieu of operating without Truck Driver Helpers, all nightshift Employees shall be paid an additional seventy-five cents (\$0.75) per hour when Employees officially report on night shift. Dayshift Employees will be paid an additional fifty cents (\$0.50) per hour when night shift is implemented.

Section 6: Cut-Off Times

Cut-Off Times (Weekends/Holidays)

12:01 a.m. – 12 Noon – Dayshift

12:01 p.m. – Midnight – Nightshift

ARTICLE VII - JOB DESCRIPTION AND CLASSIFICATION

All Employees of the Department of Public Works- Road Division have been classified as outlined in Appendix B of this Agreement.

Should circumstances warrant the creation of a job classification(s) in addition to those designated in Appendix "A", or if the EMPLOYER combines or changes the duties of an existing classification, the EMPLOYER shall provide advance written notice to the UNION to negotiate the establishment of a rate of pay for said job classification. If the parties are unable to agree upon a rate, the EMPLOYER will put the job into effect at the appropriate rate, and the union or the Employee affected may file a grievance following the established grievance process. The Arbitrator shall have the authority to determine whether the EMPLOYER'S new rate bears a proper relationship and equitable relationship to wage rates established by the Agreement for other job classification, modify the rate if necessary and award any retroactive wages or benefits. This provision shall not limit or waive the UNION's or the Employee's rights to file any other claims, charges, or to take any other action permitted under applicable law or the terms of this Agreement.

The EMPLOYER will cover the cost of any licenses or certifications required to perform the duties of the position.

ARTICLE VIII - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1: Definition and Prompt Filing

For the purpose of the Agreement, the term "grievance" is any dispute, complaint or difference of opinion between the UNION, an Employee or a group of Employees and the EMPLOYER relative to the interpretation, application, administration or alleged violation with the provisions of the Agreement, Employer policies or established practices affecting wages, hours, or other terms of employment.

Grievances must be presented to the EMPLOYER promptly and in any event within fifteen (15) calendar days after the occurrence of the event giving rise to the grievance, or they shall be considered waived. Grievances including a claim of unjust discharge or discipline or violation of the Seniority Article must be presented in seven (7) calendar days by filing a written grievance in Step 3.

Section 2: Procedure: Grievance shall be processed in the following manner

Step 1. A grievance shall first be filed by the aggrieved employee(s) in consultation with his/her shop steward or union representative. The grievance must be filed in writing on a grievance form and submitted to the Assistant Division Chief – Department of Public Works – Roads Division. The grievance must be signed and dated by the aggrieved Employee(s). To the best of the UNION's and the employee(s) knowledge at the time of filing, the grievance shall identify the provision(s) of the Agreement, the employer policy and/or practice which the EMPLOYER is alleged to have violated. Within seven (7) calendar days after receipt of the written grievance, the Assistant Division Chief – Department of Public Works – Roads Division shall answer the grievance in writing and return it to the UNION Shop Steward and a copy to the LOCAL UNION President. The response shall include: a full and complete answer to the grievance; all reasons supporting the EMPLOYER'S position; and all relevant documentation, records or evidence relied upon in support of the response.

Step 2. If the UNION or the employee wishes to appeal the Assistant Division Chief answer in Step 1, it shall request an appeal in writing to the Director – Department of Public Works and Division Chief - Department of Public Works – Roads Division. The appeal must be presented within seven (7) Calendar days from the Division written answer in Step 1. A Step 2 meeting will then be held between the UNION, the Employee, with his/her shop steward and the Director and Division Chief within fourteen calendar days of the appeal. The Director and Division Chief will answer the grievance, in writing, to the employee and the LOCAL UNION President within seven (7) calendar days after the Step 2 meeting. The response shall include: a full and complete answer to the grievance; all reasons supporting the EMPLOYER'S position; and all relevant documentation, records or evidence relied upon in support of the response.

Step 3. If the UNION or the employee wishes to appeal the EMPLOYER's answer in Step 2, it shall do so within seven (7) calendar days from the date of the EMPLOYER's answer in Step 2. The appeal shall be made in writing stating the reason for the appeal to the County Administrator. Step 3 grievance meetings shall be held between the EMPLOYER Representatives as designated by the County Administrator; the Staff Representative of the UNION, the grievant and other UNION representative(s) or shop stewards. Such meeting shall be held within fourteen (14) calendar days of receipt of the appeal. Within seven calendar days of the step three (3) meeting, The EMPLOYER shall answer the grievance, in writing to the grievant and the LOCAL President. The response shall include: a full and complete answer to the grievance; all reasons supporting the EMPLOYER'S position; and all relevant documentation, records or evidence relied upon in support of the response.

Step 4. If the UNION is not satisfied with the answer of the EMPLOYER in Step 3, the UNION shall notify the EMPLOYER in writing of the UNION's desire to refer the matter to arbitration. The matter will then be referred to arbitration as outlined in Section 4 of this Article. Appeals must be made within ten (10) calendar days after receipt by the UNION of the EMPLOYER's final answer in Step 3.

Section 3: Time Limits

If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER's last answer or the UNION's remedy. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION representatives involved in each step.

Section 4: Arbitration Procedure

Upon receipt from the UNION of the UNION's desire to arbitrate a grievance, the EMPLOYER and the UNION shall confer as soon as practicable in an effort to select by mutual consent an impartial arbitrator. If the parties do not within twenty one calendar days of receipt of such notice agree upon the selection of an arbitrator, then either party may request the Federal Mediation and Conciliation Service or any other mutually agreed upon organization to furnish a list of seven (7) arbitrators. The UNION shall strike the name of one (1) person on the list of seven (7) and the EMPLOYER will strike a second name. The procedure will be repeated in the same order and the remaining name shall be the person to be named as arbitrator. The EMPLOYER and the UNION shall confer within twenty one calendar (20) days upon receipt of the list of arbitrators to strike an agreed to arbitrator. This time period can be extended upon mutual agreement between the EMPLOYER and the UNION. The arbitrator shall set a hearing as promptly as possible after the matter has been submitted to him.

The award of the arbitrator shall be final and binding upon both parties and upon the Employee or Employees involved, The EMPLOYER and the UNION shall equally share the expenses and fees of the arbitrator.

The arbitrator shall have power and authority to arbitrate only those matters expressly made subject to and shall rule on the points submitted to him for arbitration. The arbitrator shall have power only to interpret this Agreement and shall not have power to alter or amend it.

ARTICLE IX - DISCIPLINE AND DISCHARGE

Should the EMPLOYER determine that an Employee's conduct warrants discipline, suspension and/or discharge, the disciplinary action shall only be for "just cause". No disciplinary action shall remain active or be considered in future employment decisions more than twelve (12) months after its issuance, provided there are no subsequent related infractions during that period.

In matters of discipline, suspension and/or discharge, The Employee may appeal by filing a grievance in Step 3 in accordance with Article VIII, Grievance and Arbitration Procedure.

In the event the grievance is granted or sustained at any step of the grievance process or arbitration procedure, any reference to the action grieved, included related documentation, shall be removed from the Employee's record.

ARTICLE X - SENIORITY

Section 1: Definition

The term "seniority" shall be defined as an Employee's length of continuous service with the EMPLOYER in years, months, and days listed from his/her last date of hire. Employees hired on the same day shall be listed in accordance with his/her date of birth. The first criteria will be oldest birth year, then birth month, then birth day.

The term "union seniority" shall be defined in years, months, and days and shall be interpreted as total years of service with the Garrett County Department of Public Works – Roads Division only.

For Grade 4 Mechanic I and Mechanic II the term "mechanic seniority" shall be defined as an Employee's length of continuous service, in either a Grade 4 Mechanic I and Mechanic II position with the EMPLOYER in years, months, and days listed from his/her date hired as a Grade 4 Mechanic I and Mechanic II. Employees hired, as Grade 4 Mechanic I and Mechanic II, on the same day shall be listed in accordance with his/her date of birth. . The first criteria will be oldest birth year, then birth month, then birth day.

Section 2: Probationary Employees

Each new Employee shall be considered as a probationary Employee during his/her first six (6) consecutive months of continuous employment, which may be extended by the EMPLOYER-for an additional 6 months.

If probation is extended, the EMPLOYER will notify the employee of the following:

- Specific performance related reason(s) for the extension,
- Measurable expectations the employee must meet during the extension
- Plan for coaching, support and feedback for the employee
- Scheduled check-ins during the extension

Department of Public Works – Roads Division employees who worked at least six (6) months as a “contract employee” may sign for a piece of open equipment, they are qualified to operate, while serving their six (6) month probationary period.

Section 3: Seniority Date – Probationary Employees

After the probationary period is completed, the Employee’s seniority shall date back to his/her date of hire. There shall be no seniority among probationary Employees. Probationary Employees shall be paid at the Laborer’s rate of pay or rate of the classification to which they are temporarily assigned, whichever is higher, for the entire shift. Probationary Employees may be laid off, discharged or otherwise terminated at the sole discretion of the EMPLOYER, and such action shall not be subject to the grievance procedure of this Agreement.

Section 4: Application of Seniority

The EMPLOYER shall maintain an up-to-date seniority list on all Department of Public Works – Roads Division employees. The seniority list shall be sent to each Garage quarterly (January 1, April 1, July 1 and October 1) for posting and one copy provided to the UNION President.

In all applications of seniority under this Agreement, seniority shall be the determining factor, providing that certifications, qualifications and capabilities to perform the available work are relatively equal.

Section 5: Termination of Seniority

Seniority and the employment relationship shall be terminated when an Employee:

- (a) quits;
- (b) is discharged for just cause;
- (c) is absent three (3) consecutive days without notifying the EMPLOYER and furnishing an excuse satisfactory to the EMPLOYER for his/her absence;
- (d) is absent from work for any reason for twenty-four (24) months or the length of his/her seniority, whichever is shorter, except if such absence is due to a compensable disability incurred during the course of employment, provided such Employee returns to work within forty-eight (48) hours after his/her release from medical treatment and authorized return to work; or if such absence is due to a bonafide illness, three (3) years or the length of his/her seniority, whichever is less, provided such Employee returns to work within forty-eight (48) hours after released by a doctor.
- (e) is laid off and fails to report for work within three (3) working days, fifteen (15) calendar days if notice to another EMPLOYER is required. Acceptable proof may be required after having been recalled by written notice sent by certified mail to the Employee’s last known address on file with the EMPLOYER.
- (f) does not report for work at the termination of an authorized leave of absence, or any extension hereof.

- (g) falsifies the reason for leave of absence or is found to be working without the EMPLOYER's permission during a leave of absence;
- (h) retires.

Section 6: Posting

When the EMPLOYER determines that a full-time vacancy exists in the line of progression at a specific Garage, (Appendix B) other than mechanic 1, mechanic 2 and Laborer or 1 year has passed since unassigned equipment has been posted, the EMPLOYER shall post such vacancy(s) at the Garage where such vacancy exists for seven (7) calendar days. Such vacancy(s) shall be awarded whenever possible, within seven (7) calendar days, after determining the qualifications of the respective bidders.

It is the responsibility of the Employee who is absent from work due to sick leave, vacation, leave of absence or other legitimate reason to submit his/her bid for any job.

If an employee requests a piece of equipment to be posted, the Employee must sign for that piece of equipment and accept the assignment if offered to them.

If, at EMPLOYER's discretion, there are no qualified bidders for a job vacancy, the certified most senior Employee who bid on such vacancy shall be given up to ten (10) working days operating said equipment to demonstrate his/her ability to perform the required work duties of the classification. Should the EMPLOYER determine that an Employee is not qualified to perform such job; the Employee shall be returned to his/her former classification or a lesser classification if an opening does not exist in his/her former classification.

Employees who are awarded a vacancy on a specific piece of equipment cannot bid another vacancy on the same type of equipment.

When it is determined a full-time position vacancy has occurred and will be replaced at a particular Garage, the Human Resources Director or designee will post the opening at the area Garages. The posting shall include the position available and the Garage where the opening exists. Interested Employees, have seven (7) calendar days to submit a letter of interest for the opening. After receiving submissions, the opening will be awarded to the most senior Employee.

When accepting the transfer, the Employee does not carry their equipment designation from the Garage they are leaving to their newly assigned Garage. The employee may bid on a piece of available (unassigned) equipment they are certified to operate. The transferred Employee may not use their seniority to bump Employee(s) off their currently assigned equipment.

Grade 4 Mechanic Posting

When the EMPLOYER determines that a full-time vacancy exists at a specific Garage for a Grade 4 Mechanic I or Mechanic II, the EMPLOYER shall post such vacancy(s) for seven (7) calendar days at all three area Garages for the vacancy at the garage where the vacancy exists. Interested qualified employees, shall submit a letter of interest to the Human Resources Department. Such vacancy(s) shall be awarded as soon as practical to the most senior qualified employee.

In the event a Grade 4 Mechanic I or Mechanic II cannot be filled from either the current Grade 4 Mechanic classification or from other current employees, the EMPLOYER, at their discretion, may advertise for a Grade 4 Mechanic I or Mechanic II position externally for no less than ten (10) calendar days.

The posting shall include the position available and the Garage where the opening exists. Interested qualified Employees shall submit a letter of interest for the Grade 4 Mechanic I or Mechanic II opening. After receiving submissions, the opening will be awarded to the most qualified candidate either internally or externally.

It is the responsibility of the Employee who is absent from work due on paid leave, other leave of absence or other legitimate reason to submit his/her interest for a posted vacancy.

Section 7 – Daily Assignments

Daily assignments shall be at the discretion of the EMPLOYER so as to not deter or interfere with the efficiency of operating a job. The EMPLOYER will assign Employee(s) on a temporary basis to any piece of equipment or job assignment without bias or favoritism. Every effort will be made to make assignments to the certified, most senior qualified Employee regardless of grade as long as it does not replace the Employee assigned on that equipment posting. A final condition of the assignment is that the EMPLOYER must determine and be assured that the Employee maintains the ability and skill to operate said equipment in a safe and efficient manner. Employees shall accept all daily job assignments. If an Employee believes his/her rights, as outlined in this Agreement, have been violated, he/she may appeal such decision by filing a grievance in accordance with Article VIII of this Agreement.

The EMPLOYER reserves the right to temporarily assign qualified Employees to classifications listed in Appendix B of this Agreement. In such cases, it may be necessary to assign an Employee junior in seniority so as to not interfere with the efficiency of the operation.

When the EMPLOYER assigns an Employee to another job other than his/her permanent classification, the Employee shall be paid the rate of classification from which they are assigned or the rate of the classification to which they are temporarily assigned, whichever is higher for the entire shift.

Once daily assignments are made, and Employees are on an assigned job, the EMPLOYER may in an emergency situation, direct any qualified Employee to temporarily operate any piece of equipment to remove a hazardous condition.

Section 8: Reductions in Force

When the factors of skill and ability are relatively equal, any reduction in force shall be made on the basis of seniority. That is, the Employee having the least seniority shall be the first Employee displaced from a job classification. The displaced Employee shall be moved to the next lower job in the established line of progression, provided his/her seniority is greater than that of the junior incumbent on such job and further provided that they possess the necessary skill and ability to perform the job duties of that classification.

If the displaced Employee does not have greater seniority than the junior incumbent, then the displaced Employee shall be moved in the same manner to successively lower jobs in the line of progression until reaching the Laborer classification. The youngest Employee in the Laborer classification shall be laid off in accordance with his/her seniority.

Section 9: Recall to Employment

If a permanent vacancy should occur on a job classification when there are one or more permanent incumbents displaced from said job, the senior qualified displaced incumbent shall have first right of recall in filling the vacancy without posting the job.

Section 10: Removal from Job

The Employee can make a request to the EMPLOYER to be considered disqualified from a permanent job classification. In either case, the EMPLOYER can place the Employee in the Laborer classification and rate of pay if there are no job openings in other job classifications. Under no circumstances shall said Employee have the right to displace any other Employee nor shall this section be construed to limit EMPLOYER's right to discipline, for "just cause" for poor work performance or any other job related deficiency.

ARTICLE XI - NO STRIKE**Section 1: No Strikes**

During the term of this Agreement, the UNION nor the Employee will instigate, promote, sponsor, engage in or condone any strike, slowdown, sick out, concerted stoppage of work or any other intentional interruption of work. The EMPLOYER shall have the right to discharge or otherwise discipline any Employee who violates the provisions of the foregoing sentence; and, in the event a grievance is filed, the sole question for arbitration shall be whether the Employee engaged in the prohibited activity.

Section 2: Violations

It is expressly recognized that any alleged violation by the UNION or Employees of the Article is subject to the grievance procedure as outlined in Article VIII of this Agreement.

Section 3: No Lockouts

During the term of this Agreement, the EMPLOYER agrees that it shall not institute a lockout.

ARTICLE XII - HOLIDAY LEAVE

Section 1: Holidays Observed

Employees shall be entitled to paid holidays, which shall be observed in accordance with Garrett County Government Personnel Policy.

- (a) Except part-time Employees, Employees shall be granted the following holidays with no loss in regular pay for the day on which they occur:

New Year's Day	Labor Day
Martine Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Maryland Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Juneteenth	*Primary Election – Every two years
Independence Day	*General Election – Every two years

- (b) The Board of County Commissioners may declare additional holidays for Employees.

- (c) Employees will be paid for all holidays if they are in compensable status for the day before and the day after said holiday

Section 2: Holiday Pay

Employees eligible for holiday pay shall receive eight (8) hours pay or where applicable (10) hours pay at his/her regular straight-time hourly base rate for holidays not worked.

Employees working on Christmas Day (December 25) shall be paid double time for all hours worked.

Section 3: Ineligibility

An Employee shall not be eligible for holiday pay if he/she is scheduled to work on the holiday and agrees to work and fails to work his/her scheduled hours on the holiday, unless he/she has a legitimate excuse.

ARTICLE XIII – Annual Leave

Section 1: Policy

Employees shall be entitled to paid annual leave consistent with Garrett County Government Personnel Policy.

Rates of Accrual:

- (a) Employees serving Probation shall be credited with annual leave only at the completion of Probation.
- (b) Employee annual leave is granted by the County on a Fiscal Year basis. Annual leave will be issued immediately following the last full pay period in June.

- (c) New employees upon completion of any probationary period, shall accrue annual leave during the first fiscal year of their employment at the following rates:

Hired on or before Day 1 of:

July	40 Hours	January	24 Hours
August	40 Hours	February	16 Hours
September	32 Hours	March	16 Hours
October	32 Hours	April	8 Hours
November	24 Hours	May	8 Hours
December	24 Hours	June	0 Hours

- (d) Annual leave accrued by a new employee during the first fiscal year of employment shall be available to the employee during the second fiscal year of his or her employment in accordance with the provisions of Section 4-502 of the Garrett County Government Personnel Policy.
- (e) During the third fiscal year of employment and thereafter, annual leave will be earned annually on a fiscal year basis and taken in the next succeeding fiscal year as follows:

2 years	80 Hours	10 years	144 Hours
3 years	88 Hours	11 years	152 Hours
4 years	96 Hours	12 years	160 Hours
5 years	104 Hours	13 years	168 Hours
6 years	112 Hours	14 years	176 Hours
7 years	120 Hours	15 years	184 Hours
8 years	128 Hours	16 years	192 Hours
9 years	136 Hours	17 years	200 Hours

Section 2: Annual Leave Pay

Each employee granted annual leave under the Article will be paid at the hourly rate of his/her permanent classification immediately prior to taking annual leave. An employee shall be paid eight (8) hours annual leave for each day of eligibility. In the event the EMPLOYER elects to schedule employees to work a ten (10) hour workday during the workweek, the employee shall be paid ten (10) hours annual leave for each day of eligibility.

Section 3: Vacation Period

Written requests for weekly annual leave must be submitted to the Assistant Division Chief a minimum of ten (10) calendar days prior to the requested leave. No more than four (4) consecutive weeks of annual leave shall be permitted without written authorization from the Division Chief – Department of Public Works – Roads Division.

Eighty hours (80) of annual leave may be taken eight (8) hours or if applicable ten (10) hours at a time. Requests for eight (8) or if applicable ten (10) hours of annual leave must be made to the employee's supervisor forty-eight (48) hours prior to the requested leave. Should an employee encounter an emergency wherein he/she cannot give forty-eight (48) hours' notice, the employee may be granted the applicable hours of annual leave subject to substantiating the nature of such emergency to the satisfaction of the EMPLOYER.

Annual leave will, as far as possible, be granted at times most desired by employees provided it does not interfere with the orderly operation of the EMPLOYER.

Section 4: Holidays Falling During Vacation Period

If a holiday falls within an eligible employee's vacation period, he/she shall not be charged annual leave time.

Section 5: Appendix C – Memorandum of Understanding will remain a part of the Agreement.

ARTICLE XIV - OTHER LEAVE

Funeral, Civil, Military, Sick, and Personal leave provisions shall comply with the Garrett County Government Personnel Policy and have been adopted as follows.

Section 1: Funeral

An Employee who has a death in his or her immediate family shall, upon request, be granted an excused absence for a length of time necessary to make funeral arrangements, and/or attend the funeral. The Employee shall be paid at his or her regular rate of pay for any of the first three (3) days, which may fall on regularly, scheduled work days immediately following the death. "Immediate family" means spouse, child, step-child, foster child, father, step-father, mother, step-mother, foster parent, sister, step-sister, brother, step-brother, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law (current spouse of sibling or step sibling), sister-in-law (current spouse of sibling or step sibling), grandfather, step-grandfather, grandmother, step-grandmother, or grandchild. An employee will receive one (1) days leave for the death of an aunt or an uncle (sibling of their mother and/or father). In like matter, one (1) day of pallbearer leave with pay will be granted on behalf of a deceased employee or retiree. Funeral leave may not be charged against annual leave, sick leave, or personal leave.

In circumstances where the funeral/burial may be delayed upon request to the Department Head shall grant Funeral Leave for non-consecutive workdays not immediately following the death.

Section 2: Civil

Employees, shall be granted leave with pay when called to jury duty or subpoenaed as a witness in a court of law. Civil leave may not be charged against annual leave, sick leave, or personal leave.

Employees will receive their regular compensation for all hours on civil leave

Section 3: Military

As provided in this section, Employees, who are members of the Armed Forces of the United States or a reserve component of a branch of the armed services shall be eligible for military leave as required by law. The EMPLOYER will grant leave to employees, other than as listed in (a) above, who are drafted or enlisted in active duty or training in the Armed Forces of the United States or a reserve component of a branch of the armed services. Upon receipt of official notification from the appropriate military authorities, an employee shall take application to his or her Department Head for military leave. The EMPLOYER shall grant military leave to an Employee for 15 days without loss of pay, time, or efficiency rating per fiscal year. Military leave may not be charged against sick leave, annual leave, or personal leave.

Section 4: Sick Leave

An Employee shall accrue eight (8) hours sick leave for each calendar month of the year. Sick leave will be available upon completion of any probationary period and thereafter on the twenty-eighth (28th) day of each month with the exception of section 4-302 (d). The following provisions shall be applicable in administering this program.

Paid sick time will not be granted during any period that the employee is on paid vacation, paid bereavement leave or any day the employee receives holiday pay. Sick leave benefits will be reduced by the amount of Worker's Compensation the employee receives during the period covered by paid sick leave. If an employee is unable to work because of illness, they must notify their supervisor of their need to be absent in advance of their scheduled shift. An employee who is unable to work due to illness or injury for three (3) or more consecutive days may be required to present a statement that they were seen by a medical provider. and were unable to work due to illness and/or that they are now able to return to their job. Sick leave will not be accrued while an employee is on non-active status and receiving sick leave benefits.

Should an employee need to be excused from work for the purpose of attending to the needs of his/her immediate family (spouse, domestic partner, child, father, mother, sister, and brother), they may use their sick leave eligibility after exhausting their personal leave and all vacation eligibility exclusive of forty (40) hours. All leaves must comply with the provisions of the Family Medical Leave Act (FMLA) . The Employer may require the employee to verify such absences from work for three (3) or more consecutive days of absence. Medical documentation provided to support leave under this Article shall not be required to disclose the specific diagnosis, condition, or nature of treatment, but must confirm that the employee is unable to work (or is needed to care for a family member) for a medically valid reason and the expected duration of the absence Sick leave, which is earned, paid leave, shall be granted to an Employee because of personal illness, injury, medical quarantine, medical, dental, or optical examinations and treatments, or any temporary disability or medical condition related to pregnancy, including parental care, pregnancy loss, childbirth, termination or recovery therefrom. An Employee may also use sick leave for an illness, injury, medical quarantine, medical, dental, or optical examinations and treatments in the immediate family or for the purpose of attending to the immediate family at the time of birth or adoption of a child. "Immediate family" for FMLA means spouse, child, father, mother, sister, and brother.

Employees must have used all other leave but forty (40) hours of annual leave prior to eligibility for leave under this Section. Leave will comply with Family Medical Leave Act (FMLA) guidelines. In the event of retirement or death, an Employee or an Employee's estate shall be entitled to a maximum of 600 hours of compensation for all earned and accumulated sick leave payable in a lump sum.

Section 5: Sick and Safe Leave

In accordance with the Maryland Healthy Working Families Act, forty-eight (48) hours of paid sick and safe leave will be provided to employees of the Department of Public Works – Roads Division consistent with Garrett County Government Personnel Policy. If the hours provided under the Maryland Healthy Working Families Act is decreased, the equal amount of hours will be added/earned in the employee's regular sick leave (Article 4) accrual.

Section 6: Personal Leave

Employees shall be entitled to thirty-two (32) hours of personal leave per Fiscal Year. All personal leave must be granted and used by the end of the last full pay period in June. Any personal leave remaining will automatically be eliminated. New personal leave will be issued immediately following the last full pay period in June.

Section 7: Union Leave

The EMPLOYER shall grant a paid leave of absence designated as UNION Leave to Employees attending UNION related meetings not to exceed a total of 100 hours collectively among all Employees on a contract year basis. During the year of the International Convention, the time shall be increased to 200 hours collectively for the purpose of allowing representatives to attend the convention. No more than two (2) UNION officers and/or delegates will be permitted to attend official UNION meetings or conventions at any one period of time. The EMPLOYER is to be notified two (2) weeks in advance of the Employee(s) leave.

ARTICLE XV - SAFETY AND HEALTH

The EMPLOYER shall continue to make reasonable provisions for the safety and health of its Employees during his/her hours of employment. Protective devices, wearing apparel, and other equipment and training, necessary to properly protect Employees from injury shall be provided by the EMPLOYER. The EMPLOYER agrees to comply with the federal Occupational Safety and Health Act (OSHA) and all other applicable federal, State and local laws and regulations, and departmental safety rules and regulations.

This also includes the EMPLOYER'S responsibility to maintain workplaces that are free from known unsafe or hazardous conditions, including but not limited to inadequate space, poor ventilation, structural concerns, blocked or restricted egress routes, and other physical hazards that may pose a risk to employee health or safety. The EMPLOYER shall undertake good-faith remediation efforts in accordance with all applicable legally mandated safety standards.

It is the responsibility of the Employee(s) operating equipment to properly maintain his/her equipment and immediately report any pending or anticipated mechanical failure to his/her immediate supervisor so that corrective measures can be taken. In the event the Employee(s) supervisor and the operator disagree regarding the condition of the equipment, the Assistant Division Chief, Shop Foreman and Shop Steward shall inspect the equipment to determine the condition of the equipment in dispute. Should it be determined that the equipment is non-operable, the Employee shall be reassigned to any available work without loss of pay.

A Safety Committee consisting of three (3) UNION employees shall be established by the UNION. Quarterly meetings between the Safety Committee and Representatives of the EMPLOYER shall be held at mutually agreeable times for the purpose of discussing, with the intent to resolve concerns relating to Safety and Health. A designee by the Director of Human Resources shall serve as Chairperson of the joint committee and preside over the meetings.

Any safety or health issues the UNION wishes to discuss at the quarterly meeting must be submitted in writing to the designee by the Director of Human Resources seven (7) working days prior to the meeting.

Should any issue of importance arise within the seven (7) day period, the parties may, by mutual agreement, discuss such issue at the quarterly meeting.

ARTICLE XVI - JOINT EMPLOYER AND HOURLY EMPLOYEE COMMITTEE

A joint EMPLOYER and UNION employee Committee shall be established and meet quarterly to discuss issues of general concern. The Division Chief - Department of Public Works - Roads Division shall serve as Chairman of the joint committee and preside over the meetings. No more than three (3) union members shall make up each committee exclusive of the Division Chief – Department of Public Works – Roads Division. Issues to be discussed shall be submitted in writing to the Division Chief - Department of Public Works - Roads Division seven (7) calendar days prior to the mutually agreed meeting date.

Should an issue of importance arise within the seven (7) calendar day period, the parties may, discuss such issue at the quarterly meeting.

ARTICLE XVII - NON-DISCRIMINATION

It is the continuing policy of the EMPLOYER and the UNION to prohibit discrimination, harassment and retaliation against any Employee because of race, color, religious creed, national origin, sex, pregnancy, age, sexual orientation, political affiliation, country of national origin, ancestry, genetic information, gender identity or expression, mental or physical disability, marital status, parental status, military status (including veteran status) or labor organization or membership. The representatives of the UNION and the EMPLOYER in all steps of the grievance procedure and in all dealings between the parties shall comply with this provision.

The EMPLOYER agrees to comply with all applicable Federal and State Equal Employment laws, Affirmative Action laws, and with the Americans with Disabilities Act.

The EMPLOYER affirms the right of employees to join, support, participate in, or refrain from participating in Union activities, to organize, and to engage in lawfully permitted activities. Union membership or advocacy shall not be used as a factor in decisions regarding hiring, promotion, discipline, discharge, assignment, or any other terms or conditions of employment. The EMPLOYER shall not interfere with, restrain, coerce or retaliate against employees for exercising their rights to organize, bargain collectively, and engage in lawfully permitted activities.

ARTICLE XVIII - BULLETIN BOARDS

The UNION shall have the right to continue to use those bulletin boards previously made available by the EMPLOYER for the posting of official UNION notices relating to UNION meetings, training, education, UNION supplemental benefit programs and other UNION business. Should there be a remodel or a location where a UNION bulletin board is not available, the EMPLOYER shall provide a bulletin board for the UNION's exclusive use in a mutually agreeable location.

ARTICLE XIX - UNION VISITATION

With the permission of the EMPLOYER, representatives of the UNION shall have full access to the County premises for the purpose of conferring with the EMPLOYER or UNION Stewards and employees in the administration of the Agreement. Such permission shall not be unreasonably withheld by the EMPLOYER, but it shall not be granted when it would interfere with efficient operations and services of the EMPLOYER.

ARTICLE XX - RETIREMENT PLAN AND HEALTH INSURANCE

A health care plan and retirement plan will be available for all Employees covered by the Agreement in accordance with the prevailing Garrett County Government Personnel Policy.

ARTICLE XXI - WAIVER AND ENTIRE AGREEMENT

The parties acknowledge that during the negotiation resulting in this Agreement, each had the opportunity to and present and discuss proposals with respect to any subject matter not removed by law from the area of collective bargaining. The understandings and agreements reached as a result of those negotiations are set forth in this Agreement or in a Letter of Agreement signed by the parties to this Agreement.

However, the UNION does not waive its right to bargain during the term of this Agreement over matters that are not specifically addressed in this Agreement, or over changes which may be proposed by the EMPLOYER that affect wages, hours, or other terms and conditions of employment. The UNION reserves all rights to bargain as provided by applicable law. This Agreement represents the current understanding of the UNION and the EMPLOYER on the matters specifically addressed herein, but it shall not be interpreted as a waiver of the UNION's right to engage in mid-term bargaining where required or permitted by law.

ARTICLE XXII - DURATION

This Agreement shall continue in full force and effect without change from January 1, 2026 until midnight, December 31, 2028. Upon expiration thereof, and at the expiration of each one-year period thereafter, the Agreement shall automatically be renewed for periods of one year, unless either party makes a request to modify, amend, or terminate the Agreement on such expiration date or anniversary thereof by submitting a written notice to the other party not more than ninety (90) and not less than sixty (60) days prior to such expiration date or anniversary thereof.

IN WITNESS WHEREOF and intending to be legally bound, the parties by their duly authorized representatives have executed this Agreement this 20th day of February, 2026

BOARD OF COUNTY COMMISSIONERS

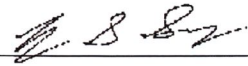
OF

GARRETT COUNTY, MARYLAND

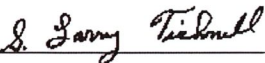
BY:



Paul C. Edwards, Chairman



Ryan Savage, Commissioner



S. Larry Tichnell, Commissioner



Kevin G. Null, County Administrator

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, Maryland COUNCIL 3 AFL-CIO, LOCAL 1834**

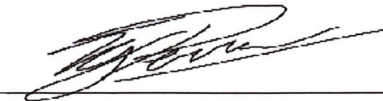
BY:



Patrick Moran, AFSCME Maryland Council 3 President



Carroll Braun, AFSCME Maryland, Council 3 Business Representative



Myles Perron President, Local 1834

APPENDIX A

HOURLY WAGE RATE TABLE

Department of Public Works – Roads Division Employees Hired Before July 1, 2019

Years of Service	5-14	15-19	20 +
Grade 1	\$26.06	\$26.36	\$26.65
Grade 2	\$26.76	\$27.05	\$27.34
Grade 3	\$27.39	\$27.68	\$27.97

Department of Public Works – Roads Division Employees Hired after July 1, 2019

	<u>Grade 2</u>	<u>Grade 3</u>
Year 1	\$19.75	\$20.25
Year 2	\$ 21.14	\$21.66
Year 3	\$22.53	\$23.07
Year 4	\$23.92	\$24.48

	Starting	Year 2	Year 3	Year 4	5-14	15-19	20+
Mechanic I	\$24.61	\$26.02	\$27.43	\$28.84	\$29.13	\$29.44	\$29.73
Mechanic II	\$24.39	\$25.78	\$27.17	\$28.56	\$28.85	\$29.14	\$29.45

After year 4, employees hired after July 1, 2019, employees will follow the Pre July, 2019 pay scale based on years of service.

This pay scale will be applied to all newly hired Department of Public Works – Roads Division Employees hired after July 1, 2019.

All employment status changes (grade, classification, pay, etc..) will take effect with the beginning of the next full pay period.

The County agrees to no more than ten (10) contractual Road Workers in the Department of Public Works – Roads Division. The only exception will be if an employee(s) is unable to work and on a long-term disability, FMLA, extended sick leave or workers compensation claim. Under those circumstances, the County may hire additional contractual Road Worker(s) until final disposition is made on the affected employee.

Mechanic*

- Mechanics would not be allowed to move to other job classifications.
- A Master Mechanic would be a higher classification with higher pay upon mutual agreement.
- The County would post and hire Mechanics not Grade 1 Labor position.

For employees, hired after July 1, 2019, to receive a pay increase of \$0.75 an hour, they must be certified to operate/perform the following task: *

Flagger Certification	Chain Saw	Black Top Saw
Limb Saw	Wacker	Woodchipper

For an employee to be eligible for Grade 2 they must demonstrate and be certified by the County's trainer to operate/perform at least three (3) of the following: *

Single Axle Dump Truck	Skid Steer	Tar/Chip Roller
Power Broom		

For an employee to be eligible for Grade 3 they must demonstrate and be certified by the County's trainer to operate/perform at least five (5) of the following: *

Oiler/Tar Distributor	Brush Hog	Dirt Loader	Power Chipper
Gradall	Blacktop roller	Bucket Truck	
Multi Axle Truck	Excavator		

*or other equipment that may be added by the EMPLOYER.

Equipment Certification training requirements will be developed by a UNION and EMPLOYER committee and will require no additional approvals to implement.

APPENDIX B

Garrett County Department of Public Works Roads Division

Position Listing/Line of Progression

Grade 4	Grade 3	Grade 2	Grade 1
Mechanic I	Multi Axle Truck Driver	Single Axle Truck Driver	Laborer
Mechanic II	Grader Operator	Power Broom Operator	
	Loader Operator		
	Loader/Yardman		
	Gradall Operator		
	Power Chipper Operator		
	Bucket Truck Operator		
	Excavator Operator		
	Dirt Loader Operator		
	Paver Operator		
	Paver Screed Operator		
	Bituminous Paving Roller Operator		
	Oiler Operator		
	Dozer Operator		
	Backhoe Operator		
	Brushhog Operator		
	Vacuum Truck Operator		
	Mini Excavator		
	Tar Distributor Operator		
	Tar/Chip Roller Operator		
	Skidsteer		

APPENDIX C

1. During the term of this Agreement, the Employer shall not contract or sub-contract any public work presently performed by employees covered by this Agreement that will result in employees being laid off.