

MEMORANDUM OF UNDERSTANDING

between

BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND
and

MARYLAND PUBLIC EMPLOYEES COUNCIL 3, AFSCME, AFL-CIO
AND ITS LOCAL 2677, AFL-CIO

for

**HIGHWAY, SOLID WASTE,
TRANSIT DEPARTMENT, WATER QUALITY, COLLECTIONS AND
MAINTAINANCE AND EMERGENCY
COMMUNICATIONS DEPARTMENTS**

July 1, 2023 to June 30, 2026

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MEMORANDUM OF UNDERSTANDING ("MOU")

ARTICLE 1 - RECOGNITION OF UNION

The Board of County Commissioners of Washington County, Maryland (the "County" or the "Employer"), recognizes the Maryland Public Employees Council 3, and its Local 2677, AFSCME, AFL-CIO (the "Union") as the sole and exclusive bargaining agent for the purpose of collective bargaining for all regular full-time hourly employees of the Washington County Highway Department, Solid Waste Department, Transit Department, Department of Emergency Communications, and Water Quality Collection and Maintenance (excluding clerical, supervisory, and other employees excluded by the Resolution Adopting Procedures for Collective Bargaining and applicable law).

ARTICLE 2 - UNION SECURITY

Article 2. Membership. After completing thirty (30) working days, all Highway, Solid Waste, Water Quality Collection and Maintenance, Transit and Emergency Communication employees, subject to the provisions of this MOU, have the opportunity to become members of the American Federation of State, County and Municipal Employees (AFSCME) Council 3, Local 2677 (the Union). Newly-hired Employees may become a member of the Union: (1) within 90 days of the County notifying the Union President and Staff Representative of the employee's start of employment and department; or (2) until the end of the County's first annual open enrollment period for benefits that first follows their date of hire, whichever is greater. Current employees may join the Union during the County's annual open enrollment period for benefits.

Any employee wishing to become a member of the Union shall execute the appropriate dues authorization enrollment card for a payroll deduction to the Union subject to the Resolution Adopting Procedures for Collective Bargaining enacted by the Board of County Commissioners

on February 9, 1999. Membership in the Union will continue until revoked in writing, to the Union and the County, by the member during the County's open enrollment period for benefits. If the revocation is received solely by the Union, then the Union is solely responsible for providing a copy of such written revocation to the Budget and Finance Department. If the revocation is received solely by the County, then the County is solely responsible for providing a copy of such written revocation to the Union President and Union Staff Representative.

Regardless of when such written revocation is received by the Budget and Finance Department, the dues deduction will not be discontinued until the first full pay period after the termination of the open enrollment period.

ARTICLE 3 - DEDUCTION OF UNION DUES

Section 3.1 Authorization for Deductions. Employees who wish to become members of the Union and be afforded the negotiated rights in the MOU, must properly execute a Union Membership Card/Payroll Deduction Authorization Card. After receiving a properly executed Payroll Deduction Authorization Card, the County agrees to withhold from the employee's paycheck each pay period the regular Union dues in the amount certified to the County by the Union. Deductions shall be made by electronic fund transfer to the account authorized by the Comptroller of AFSCME Council 3 no later than the 15th day after the 1st day of the succeeding month. The Union will notify the County at least thirty (30) days prior to any change in such dues. A Union membership list and bargaining unit list shall be remitted monthly by email to AFSCME Council 3 in Excel format.

The County will provide the Union with a list of any members who (1) join the Union and authorize membership dues deduction from their paycheck or (2) who revoke authorization for payroll deduction and Union membership. The County also agrees to furnish a list of all employees

in bargaining unit positions, who are not members, seven (7) days prior to the start of the open enrollment period.

ARTICLE 4 - GRIEVANCES AND ARBITRATION

Section 4.1. Definition. A grievance shall be considered to exist only when there is a disagreement involving the interpretation or application of this MOU and concerning those employees subject hereto. No grievance or its settlement shall expand or modify this MOU. Grievances must be presented within fourteen (14) calendar days after 1) the date of their occurrence or 2) the earlier of the date on which the condition causing the grievance becomes known or should have been known, or they will not be considered. The purpose of this grievance procedure is a sincere desire by both parties to settle grievances in the shortest time possible and at the lowest level possible so as to foster efficiency and employee morale.

Section 4.2. Grievance Procedure. Grievances or disputes that may arise between the parties shall be settled in the following manner:

Step 1: The Union representative, with the complaining employee, shall discuss the grievance or dispute with the immediate supervisor. Upon mutual agreement of the County and the Union, the grievance may be filed at Step 1 with a County employee who has been identified by the immediate supervisor as being in a position to adjust the matter within the time period in section 4.1. Otherwise, the immediate supervisor shall attempt to adjust the matter within the supervisor's scope of authority and shall respond to the Union representative within fourteen (14) calendar days after such discussion. For the purpose of this Section, "immediate supervisor" shall mean the employee's immediate supervisor, as set forth in the employee's current job description.

Step 2: If, after a thorough discussion with the immediate supervisor, the grievance has not been satisfactorily resolved, the Union representative and the President or designee of the Local

Union and the complaining employee shall, after written appeal to the respective Department Head (the Director of Transit, the Deputy Director of Solid Waste, the Deputy Director of Operations for Water Quality, the Director of Highways, the Director of Emergency Communications) or their successors, designees or holders of comparable positions (collectively, the "Department Heads"), discuss the grievance with the Department Head within fourteen (14) calendar days after such appeal is received. The Department Head shall respond in writing within ten (10) calendar days after such discussion. The employee's notice of appeal shall set forth the grounds for the grievance and a brief statement of the factual situation giving rise to the grievance.

Step 3: If, after a thorough discussion with the appropriate Department Head, the grievance has not been satisfactorily resolved, the Union representative, the complaining employee, the President or designee of the Local Union and the Union Council Representative, shall, after written appeal to the County filed with the Human Resources Director, discuss the grievance with a panel composed of the designated representatives of the County (which may include, among others, a County Commissioner, the County Administrator, the County Attorney, and the Human Resources Director) within fourteen (14) calendar days after the receipt of such written appeal. The panel of designated representatives of the County shall deliver its decision in writing within fourteen (14) calendar days after such discussion. Said response shall include a reasonable basis for the decision but shall not be admissible in an arbitration or other proceeding.

Step 4: Any grievance of an employee concerning the interpretation of an express provision or provisions of this MOU that has been properly processed through the Grievance Procedure as set forth herein and has not been settled at the conclusion of Step 3, may be appealed to binding arbitration by the Union by serving a written notice of appeal with the County Attorney, together with a written statement of the specific provision or provisions of the MOU at issue. If,

however, the grievance is not appealed to arbitration as provided in this Section within thirty (30) calendar days after the County's answer at Step 3 of said Grievance Procedure, it shall be considered settled in accordance with the County's written decision, which shall be final and binding upon the aggrieved employee or employees and the Union.

The County and the Union shall select an impartial arbitrator. If they are unable to agree upon a choice within ten (10) calendar days thereafter, they shall jointly request the Federal Mediation and Conciliation Service to furnish a list of not less than five (5) qualified and impartial arbitrators, one of whom may be designated by the County and Union representatives within ten (10) calendar days after receipt of said list, to act as arbitrator of said grievance. Selection shall be made by the County and the Union representative alternately striking any names from the list until only one name remains. The Union will strike the first name followed by the County. The final name remaining shall be the arbitrator of the grievance. The jurisdiction and authority of the arbitrator of the grievance and the opinion and award shall be confined exclusively to the interpretation of the express provision or provisions of this MOU at issue between the Union and the County. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of the MOU. The award in writing of the arbitrator on the merits of any grievance adjudicated within the arbitrator's jurisdiction and authority as specified in this MOU shall be final and binding on the aggrieved employee or employees, the Union and the County, provided that the award does not conflict with any of the provisions of this Article. The Union and the County shall each bear its own expenses in these arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted. The Union representatives, Union president or designee, the grievant(s), and witnesses, shall be permitted to attend the arbitration proceeding without loss of pay. The arbitration and calling of

witnesses, however, shall be scheduled to minimize the disruption of County operations and minimize the time witnesses are away from work.

The Steps set forth in this Grievance and Arbitration Procedure may be waived by mutual agreement in writing of the employee, the Union and the County.

Section 4.3. Limitations on Grievance. There shall be no grievance as to any matter arising out of work rules, discipline, discharge, contracting, subcontracting, or any other non-mandatory subject of bargaining as set forth in the Resolution Adopting Procedures for Collective Bargaining. The Circuit Court of Washington County, Maryland will resolve issues by arbitration.

Section 4.4. Time Limits. Should the County fail to respond to any grievance within the times set forth for each respective step in the procedure set forth in Section 2 above, the affected employee shall be entitled to proceed to the next step in the grievance procedure. Time limits set forth in this procedure may be waived or extended by mutual agreement in writing by the employee, the Union and the County.

ARTICLE 5 - UNION STEWARDS AND UNION REPRESENTATIVES

Section 5.1. Union Officials. The County recognizes and shall deal with all of the accredited Union Stewards, Alternate Stewards, and the Union President in all matters relating to grievances and interpretation of this MOU.

Section 5.2. Notification of Union Stewards. A written list of the Union Stewards (such lists to outline the area to be represented by stewards) shall be furnished to the County immediately after their designation and the Union shall notify the County promptly of any changes of such Union Stewards, otherwise the County need not recognize them.

Section 5.3. Investigation of Grievances. Union Stewards and the Union President shall be granted reasonable time off during working hours to investigate and settle grievances, upon

advance notice to the appropriate Department Head through their immediate supervisor, without loss of pay. Such time shall be arranged in a manner that causes the least disruption of, or interference with the operations of the County, its employees and supervisory personnel.

Section 5.4. Allocation of Shop Stewards. One (1) Shop Steward shall be designated for each Shop District within the Highway Department, one (1) Steward for Solid Waste, one (1) Steward for Emergency Communications, one (1) Steward for Transit, one (1) Steward for Water Quality Collection, and one (1) Steward for Water Quality Maintenance. For the purposes of this Article 5, a "Shop Steward" is the same as a "Union Steward."

Section 5.5. Email Access. Email access will be provided to all principal officers of the Union at their work location. It is understood that email will be accessed before or after working hours during breaks or at lunchtime.

Section 5.6. Notifications. The Union will be notified of all new hires, transfers and upgrades within Union represented employees.

ARTICLE 6 - UNION LEAVE

Section 6.1. Union Leave of Absence. Upon prior application in writing, leave of absence shall be granted to an employee or employees selected by the Union to attend and serve as delegates to conventions, organization conferences and training related to their Union. For those departments working shift work, a minimum of 48 hours' advance notice is required to be granted union leave.

The County shall provide a total of 120 cumulative paid leave hours per year to the employees selected by the Union, who shall have the right to carry over eighty (80) unused paid leave hours to the next year provided, however, that the accumulation of paid leave shall not exceed 160 hours in any given year. In addition, the County shall grant a total of 40 cumulative unpaid

hours per year to the employees selected by the Union. Any leave entitlement under this section shall be conditioned upon and subject to a determination by the County that such leave does not disrupt, interfere, or impair the efficiency of the operations of the County.

ARTICLE 7 - GENERAL PROVISIONS

Section 7.1. Pledge Against Discrimination and Coercion. The provisions of this MOU shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, sexual orientation or political affiliation. The Union shall share equally with the County the responsibility for applying this provision of the MOU. All references to employees in this MOU designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees. The County agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the County or any County Representative against any employee because of Union membership or because of any employee activity on behalf of the Union. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees subject to the terms of this MOU without discrimination, interference, restraint or coercion.

Section 7.2. Union Bulletin Boards. The County agrees to furnish and maintain suitable bulletin boards in convenient places in each work section to be used by the Union, but not to exceed a total of seven (7) such boards. The Union shall limit its posting of notices and bulletins to such bulletin boards.

ARTICLE 8 - SENIORITY

Section 8.1a. Definition (Highways). Seniority for Highway Department employees means an employee's length of continuous service with the Highway Department since his last date of hire. For the purpose of computing benefits, the date of hire with the County shall be used.

Section 8.1b. Definition (Solid Waste). Seniority for Solid Waste employees means an employee's length of continuous service with the Solid Waste Department since his last date of hire. For the purpose of computing benefits, the date of hire with the County shall be used.

Section 8.1c. Definition (Transit). Seniority for Transit Department employees means an employee's length of continuous full-time service with the Transit Department, beginning July 1, 1994. For the purpose of computing benefits, the date of hire with the County shall be used.

Section 8.1d. Definition (Emergency Communications). Seniority for Emergency Communications employees means an employee's length of full-time continuous service with the Emergency Communications Center since his last date of hire. For purposes of computing benefits, the date of hire with the County shall be used.

Section 8.1e. Definition (Water Quality Collection and Maintenance). Seniority for Water Quality Collection and Maintenance employees means an employee's length of continuous service with the Water Quality Collection and Maintenance Department since the employee's last date of hire. For purposes of computing benefits, the date of hire with the County shall be used.

Section 8.2. Probation Period. New employees, if satisfactory, shall be added to the seniority list thirty (30) working days after hire date and shall be on probation for ninety (90) working days after their date of hire.

Section 8.3. Seniority Lists. Every six (6) months the County shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the local Union when it is posted.

Section 8.4. Breaks in Continuous Service. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

Section 8.5. Super Seniority. Employees serving as President, Chief Shop Steward and Steward shall receive "super seniority" status with regard to layoffs during their respective term of office.

ARTICLE 9 - PERSONAL DAYS

Section 9.1. Eligibility. Effective January 1, 2024, all employees covered by this MOU are entitled to sixty (60) hours of personal leave per calendar year. Thirty (30) hours will be granted on January 1 of each contract year. Employees hired in March and April will receive twenty (20) hours and May and June will receive ten (10) hours. Thirty (30) hours will be granted on July 1 of each contract year. Employees hired in September and October will receive twenty (20) hours and November and December will receive ten (10) hours. Personal time can be taken in 1-hour increments within the current calendar year. Personal time cannot be carried over from one calendar year to the next.

ARTICLE 10 - BEREAVEMENT LEAVE

Section 10.1. Bereavement Benefit. Leave of absence for the death of a member of the immediate family of any employee will be granted for a period of up to 24 hours within one (1) week after death occurs and shall be without loss of pay. Alternatively, and in lieu of receiving

bereavement leave within one (1) week of the death, in circumstances where the service may be delayed due to reasons outside of the Employee's control, upon written request to the Director of Human Resources, up to 24 hours of Bereavement Leave may be used on or consecutive to the date of service. "Immediate family" shall include father, stepfather, mother, stepmother, wife, husband, daughter, son, stepchild, sister, brother, stepsibling, mother-in-law, father-in-law, grandparent and grandchild and foster parent or foster child as recognized by law, or close relative living in the household of the employee. An employee also has the option, under this Article, to use any other leave available (24 hour maximum) in addition to the amounts provided for above. In the event sick leave is used for additional bereavement leave purposes pursuant to this Article, the use of such sick leave will not be counted against an employee's sick leave bonus as referenced in Article 18 of this MOU.

ARTICLE 11 - OVERTIME

Section 11.1. Overtime Pay - Highway and Solid Waste Departments. Highway and Solid Waste employees shall be paid time and one-half (1 ½) the employee's hourly rate of pay for work under any of the following conditions:

- (a) All work performed in excess of eight (8) hours per day in any workday, except Highway Department employees on a ten (10) hour workday pursuant to Section 12.2;
- (b) All work performed in excess of forty (40) hours in any workweek;
- (c) All work performed before or after any scheduled work shift;
- (d) All work performed on Saturday shall be at one and one-half times the regular rate of pay;
- (e) Double time shall be paid for all work on Sunday;

- (f) No employee shall be required to work more than sixteen (16) consecutive hours;
- (g) There shall be no overtime on overtime (pyramiding of overtime).

Section 11.2. Overtime Pay - Transit Employees. Transit employees shall be paid time and one-half (1 ½) the employee's hourly rate of pay for all hours worked in excess of eight (8) hours and for work on Saturday providing that the employee has already exceeded the normal forty (40) hour work week and double time shall be paid for all work on Sunday, providing the employee has already exceeded the normal forty (40) hour work week.

Section 11.3. Overtime Pay – Emergency Communications Employees. Emergency Communications employees working a twelve (12) hour shift shall be paid time and one-half (1 ½) the employee's hourly rate of pay for all hours worked in excess of twelve (12) hours per day.

It is understood that Emergency Communications Employees working a twelve (12) hour shift schedule will be working thirty-six (36) hours one week and forty-eight (48) hours the other during a two-week period. Unless mandated to work additional hours, the first four (4) hours worked during the thirty-six (36) hour week will be paid a straight time.

Section 11.4. Overtime Pay - Water Quality Collection and Maintenance. Water Quality Collection and Maintenance employees shall be paid time and one-half (1 ½) the employee's hourly rate for all work in excess of forty (40) hours in any work week. In the event of a declared emergency, all hours worked beyond the employee's scheduled shift shall be paid at the rate of time and one-half (1 ½) the employee's hourly rate. In the event that an employee is called back due to an emergency, all work shall be paid at the rate of time and one-half (1 ½) the employee's hourly rate. Pyramiding of pay is not permitted.

Section 11.5. Equal Distribution of Overtime. Overtime work shall be distributed equally to Highway Department employees working within the same classification in each district.

Overtime shall be distributed equally to the Solid Waste Department employees within the same classification. Overtime work shall be distributed equally to Transportation, Emergency Communications, and Water Quality Collection and Maintenance employees working within the same classification to the extent practical. The distribution of overtime shall be equalized over a six (6) month period beginning on the first day of the calendar month following the effective date of this MOU or on the first day of any calendar month this MOU becomes effective. On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his or her credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his or her credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work. A record of the overtime hours worked by each employee shall be posted to the department bulletin board quarterly. It is the offer to an employee of overtime work, rather than the employee actually engaging in overtime work, which shall be considered by the County when implementing equal distribution of overtime work. The County will not require an employee to work in excess of sixteen (16) consecutive hours without the employee's permission.

Section 11.6. Overtime. Overtime work shall be voluntary except in an emergency situation. For the Highway Department and Solid Waste Department employees, an "emergency situation" is defined as one which requires immediate attention by County personnel, and which creates a hazardous condition for the public, including but not limited to snow removal, flood or storm damage. An "emergency situation" for Transit employees is defined as one that requires the immediate participation by County personnel in the provision of transit service. An "emergency situation" for Emergency Communications personnel is defined as an ongoing emergency situation

that may affect public safety or a condition that requires the immediate participation by Emergency Communications personnel in the provision of emergency dispatch services. Emergency situation determinations will be made by the respective Division Director or Department Head. There shall be no discrimination against any employee who declines to work overtime in non-emergency situations, except with respect to Section 11.5 and the equal distribution of overtime work. The County shall make a reasonable effort to solicit qualified volunteers on site before requiring an employee to work overtime.

ARTICLE 12 - HOURS OF WORK AND WAGES

Section 12.1. Regular Hours. The regular hours of work each day shall be consecutive, except as necessary to satisfy route-scheduling needs of the County with respect to bus drivers.

Section 12.2. Work Week - Highway and Solid Waste Departments. The workweek shall consist of five (5) consecutive eight (8) hour days, Monday to Friday, inclusive, except for employees in "task" assignments. The workweek for Solid Waste Department employees shall consist of six (6) consecutive eight (8) hour days, Monday to Saturday, inclusive.

Beginning the first full pay period that includes April 1st and ending the last full pay period that includes October 31st, the Highway Department work week shall consist of four (4) ten (10) hour days, Monday through Thursday, inclusive. The hours of work on this schedule shall be 6:00 a.m. to 4:00 p.m. For all other times throughout the year, the workweek shall be Monday through Friday, inclusive. The workday shall be eight (8) consecutive hours from 7:00 a.m. to 3:00 p.m.

Work schedules for Solid Waste Department employees shall be arranged on a two (2) month basis so that each employee will have the option of having three (3) Saturdays off per month subject to the availability of adequate staffing as determined by the County. No pay shall be received for the Saturday off. Regardless of Seniority, an employee who requests paid leave for a

Saturday will be given preference over an employee requesting unpaid leave. Once the employee exercises his or her option to take off a particular Saturday, the employee must take off that Saturday unless a trade is arranged with another employee and approved in advance by the County.

The number of employees granted a No Pay Saturday shall be as follows:

Two (2) Operators

One (1) Mechanic

One (1) Weigh Clerk

Saturdays after a scheduled Friday holiday or before a scheduled Monday holiday are not eligible for a No Pay Saturday. The schedule for No Pays will be offered to employees on a rotating basis, not based on Seniority.

Section 12.3. Work Week - Transit and Emergency Communications Departments.

The County will make a reasonable effort to schedule all full-time Transit Department employees in the bargaining unit for a forty (40) hour workweek. The County will schedule all full-time Emergency Communications Center employees in the bargaining unit for a forty-two (42) hour workweek.

Emergency Communications Employees working a twelve (12) hour shift schedule will be scheduled to work eighty-four (84) hours in a two-week period. The employee will work thirty-six (36) hours one week and forty-eight (48) hours the other during a two (2) week period. Employees working a twenty-four (24) hour shift schedule will be scheduled to work a standard schedule of a minimum of seventy-two (72) hours in a pay period and a maximum of ninety-six (96) hours in a pay period.

Section 12.4. Hours Worked - Transit Department. All hourly employees will be compensated for all hours worked. As a general rule, the term "Hours worked" includes:

A. All time which an employee is required to be on duty or to be on the County premises or at a prescribed workplace.

B. Scheduled waiting time (stand-by or layover) when the employee has not been completely relieved from duty on behalf of the County. A break in time (holdover) of two (2) hours or less between two assignments or pieces of work will be considered as work time.

C. Travel time when an employee is relieved at a point other than his or her starting point and is required to return to starting point.

D. The hours for the Transit Department shop shall be eight (8) consecutive hours Monday through Saturday, inclusive, with the regular workweek not to exceed forty (40) hours per week.

Section 12.5. Workday. Eight (8) consecutive hours of work within the twenty-four (24) hour period beginning at midnight shall constitute the regular workday, except for ten (10) consecutive hours of work for Highway employees as noted in Section 12.2, twelve (12) or twenty-four (24) consecutive hours of work for Emergency Communications Employees working a twelve (12) or twenty-four (24) hour schedules as noted in Section 12.3, and the scheduling of drivers and dispatchers as noted in Section 12.4.

Section 12.6. Work Shift. Eight (8) consecutive hours of work shall constitute a work shift except as otherwise provided for by this MOU. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time. A Water Quality Collection and Maintenance employee who is scheduled to work after his/her scheduled working hours for fill-in purposes shall receive a night shift differential for second (2nd) shift in percentages determined by County policy.

Section 12.7. Work Schedule - Highway and Solid Waste Department. Work schedules showing the employee's shifts, workdays, and hours shall be posted on all department bulletin boards at all times. Except for emergency situations, departmental work schedules shall not be changed unless the Union and the County mutually agree upon the changes.

During emergency operations, and notwithstanding any language to the contrary in Section 12.2 of this MOU, Highway Department employees conducting emergency operations shall be required to work 12-hour shifts at the sole discretion of the County. Highway Department employees conducting emergency operations during these 12-hour shifts initiated at the sole discretion of the County shall be compensated at their regular rate of pay for the first 8 hours of their 12-hour shift and shall be compensated at a rate of double time for the remaining 4 hours of the shift. To the extent that Section 11.1 of this MOU would in any particular instance provide for a greater rate of pay for Highway Department employees conducting emergency operations, Section 11.1 and not this Section of this MOU shall govern the rate of pay for such employees.

Section 12.8. Work Schedule - Transit Department. The County will make a reasonable effort to schedule a workweek as consecutive days.

Section 12.9. Work Schedule - Emergency Communications Center.

Emergency Communications employees working a twelve (12) hour shift schedule(s) will be scheduled to work eighty-four (84) hours in a two-week period. The employee will work thirty-six (36) hours one week and forty-eight (48) hours the other with rotating days off. Emergency Communications employees working a twenty-four (24) hour shift schedule will be scheduled to work a standard schedule of a minimum of seventy-two (72) hours in a pay period and a maximum of ninety-six (96) hours in a pay period. Work schedules showing the employee's shift, workdays and hours shall be determined and posted monthly. Except for emergency situations, departmental

work schedules shall not be changed. There will be no shift swapping between employees unless advance prior approval is received from the Department Head.

Section 12.10. Wages. The regular rate of pay per hour for each job classification shall be as provided in the attached compensation schedule, which is attached hereto as Exhibit A and made a part of this MOU. Employees shall receive any increases adopted by the County applicable to their positions in the County Classification Schedule as part of the County's classification and compensation plan during the term of this MOU.

Section 12.11. Overtime for Call-Outs. When an employee is called in to work before or more than 2 hours after their regularly scheduled hours, they shall be compensated at the minimum of two (2) hours at the pay rate of one and one-half (1½) or two (2) times their current hourly wage, depending on the day. On an unscheduled day, a call-out shall be paid at a minimum of two (2) hours as outlined in Article 11, Section 11.5.

Water Quality employees shall be paid an additional \$20 for each weekday and \$40 for each weekend day or Holiday designated in Article 24 that they are required to be on-call. For purposes of this Agreement, "on-call" means an employee is required by management to be available for immediate response to work during hours they are otherwise not scheduled to work.

ARTICLE 13 - SAFETY AND HEALTH

Section 13.1. Safe Working Conditions. The County and the Union shall cooperate in the enforcement of safety. Should an employee feel that his or her work requires him or her to be in unsafe or unhealthy situations, the Department Head or designee shall consider the matter immediately. If the matter is not adjusted satisfactorily, the matter will be processed according to the grievance procedure but will not delay the implementation of the County's decision, provided the County has made reasonable efforts to resolve the employee's concerns.

Section 13.2. Preventive Maintenance. The County agrees to establish a system for the early detection of potential mechanical failure of equipment for the purpose of preventive maintenance. All employees shall abide by established safety rules and procedures.

Section 13.3. Snow Removal. There shall be one (1) person in a truck during snow removal operations, as well as snow clean-up/plow back operations.

Section 13.4. Contagious Diseases. All Solid Waste employees, as well as other employees, exposed to potentially contagious diseases, shall receive the appropriate preventive immunization annually or as prescribed by law or regulation.

Section 13.5. Air Quality Testing. The County will conduct annual air quality test in the Fire & Rescue Communications Center, at no cost to the employees, and will provide the results within ten (10) working days of the test.

Section 13.6. Hearing Examinations. The County will conduct mandatory hearing tests on an annual basis for all Emergency Communications personnel, at no cost to the employees, and will provide the individual results to each employee within ten (10) working days of the test.

Section 13.7. Protective Clothing and Equipment. The County agrees to furnish such personal protective clothing and equipment as may be required by law, in addition to any other clothing or equipment that the County, in its discretion, deems necessary and appropriate, or as otherwise contained in this MOU.

Section 13.8. Uniforms. The County agrees to furnish the following:

- (1) Adequate rain gear and gloves to all employees required to work outside in adverse weather conditions when necessary;
- (2) All employees shall be provided with uniforms;

(3) All tools and equipment shall be provided as deemed necessary by the County to Highway, Solid Waste Department, Water Quality, Maintenance and Collections, Emergency Communications Center and Transit personnel only;

(4) The following uniforms will be provided by the County every two (2) weeks:

A. HIGHWAYS: (MEO II and III, Sign Shop and Laborers)

- Eleven (11) pairs of pants (Jeans, Cargo or Utility) and fourteen (14) shirts

B. HIGHWAYS: (Auto Services Specialist, Painter and Welder)

- Eleven (11) pairs of pants (Jeans, Cargo or Utility), eleven (11) shirts, and two (2) coveralls

C. SOLID WASTE:

- Thirteen (13) pairs of pants (Jeans, Cargo or Utility), thirteen (13) shirts, and two (2) coveralls

D. TRANSIT: (Bus/Van operators)

- Five (5) pairs of pants (Jeans, Cargo or Utility) and five (5) shirts

E. TRANSIT: (Mechanics)

- Eleven (11) pairs of pants, eleven (11) shirts, and two (2) jackets

F. WATER QUALITY: (Maintenance and Collections)

- Eleven (11) pairs of pants (Jeans, Cargo or Utility), eleven (11) shirts, two (2) jackets, and two (2) coveralls.

The County will make every effort to secure a uniform provider who offers blue jean, cargo and light weight style pants to employees.

The following uniforms will be provided by the County every twenty-four (24) months:

A. HIGHWAYS:

- One (1) fluorescent green winter coat

B. SOLID WASTE:

- One (1) fluorescent green winter coat in place of the annual provision of "bib" overalls

C. TRANSIT: (Mechanics)

- One (1) fluorescent green winter coat

D. WATER QUALITY: (Maintenance and Collections)

- One (1) fluorescent green winter coat.

Ten (10) fluorescent green tee shirts, with the county design, will be offered, in addition to the rental shirts, to Highways, Solid Waste and Water Quality (Maintenance and Collections).

Five (5) black tee shirts, with the county design, will be offered, in addition to the rental shirts, to Transit mechanics.

(5) Emergency Communications employees will be provided uniforms in accordance with current Emergency Communications policy (budget permitting);

(6) In all previous items 1 through 5, all glove and clothing articles listed must be returned to the County prior to issue of new articles in exchange;

(7) The County will reimburse employees up to \$125 each fiscal year for the purchase of County-approved work boots. Transit Drivers may purchase shoes that comply with Department policy instead of work boots and be reimbursed up to \$125. The Department Manager may authorize boot replacements more frequently than once per fiscal year given extenuating circumstances;

(8) Employees who request County-provided uniforms, as listed in section 4 above, are required to wear said uniform while working.

Section 13.9. Training Courses. The County will provide employees, at no cost to the employee, the opportunity to attend required training courses that are job related and are required to maintain State certifications or employment requirements, all as determined solely by the County.

ARTICLE 14 - SAVINGS CLAUSE

Section 14.1. Invalid, Unlawful, Unenforceable Provisions. In the event any Article, Section or portion of this MOU should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specified in the Court's decision; and upon issuance of such a decision, the County and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof, pursuant to such Court decision to the extent possible.

ARTICLE 15 - MEAL PERIODS

Section 15.1. Lunch Period. Highway Department, Solid Waste Department, Water Quality (Collections and Maintenance) and Transit Shop and Driver employees shall be granted a thirty (30) minute lunch period with pay as part of the regular workday. For Transit Drivers, the paid lunch period will range between thirty (30) and sixty (60) minutes, depending upon the route and as determined by management. Emergency Communications Center employees will be allowed to take lunch away from the work area; however, they may not leave the Emergency Communications Center Complex. Employees in the Emergency Communications Center who are scheduled to work a twelve (12) hour shift shall be granted one thirty (30) minute paid lunch period per shift. Employees in the Emergency Communications Center who are scheduled to work

a twenty-four (24) hour shift shall be granted two thirty (30) minute paid lunch period per shift. The Director of Emergency Communications retains the right to cancel a lunch period due to operational needs.

Section 15.2. County-Provided Meals. The County shall furnish a meal to any employee who is requested to and does actually work two (2) hours prior to or beyond his or her regularly scheduled shift and two (2) hours after call out. If an employee is held over for more than two (2) hours after the scheduled end of their shift, they shall be furnished a meal every four (4) hours thereafter. Additionally, employees who are called in early to perform duties related to a severe weather event (i.e., snow, flood, tornado, etc.) or an emergency declared by a County Department Head (i.e., water main break, train derailment, etc.) and are unable to return home prior to the start of their regularly scheduled start time shall be furnished a meal every four (4) hours while engaged in such duties. In the event the County is unable to furnish meals, the employees shall be granted time to eat, not to exceed thirty (30) minutes on the clock. The thirty (30) minutes on the clock will be granted only if the employee is working for over two (2) hours after the regularly scheduled shift, and only after working over four (4) hour increments thereafter. The County shall compensate the employee for the cost of the meal at a rate of \$15.00 per meal. This section shall not apply to employees working in the Emergency Communications Center.

ARTICLE 16 - MILITARY LEAVE

Section 16.1. Pay Benefits for Military Leave. Military leave will be granted to employees who perform duty, voluntarily or involuntarily, in the uniformed services as outlined in the Uniformed Services Employment and Reemployment Rights Act (USERRA). Compensation and benefits will be afforded to the employee as outlined in County Policy PR-9, County Employees as Reservists or Active Duty Military Personnel.

ARTICLE 17 - SICK LEAVE BONUS

Section 17.1. Sick Leave Bonus. In an effort to reward those employees who sparingly use their sick leave, the County will, at the end of every fiscal year, pay employees for up to three (3) days of pay not to exceed \$90.00 per day* during the term of this MOU under the following conditions.

If any employee goes through the twelve (12) month period of the fiscal payroll year (from the first pay end of the fiscal payroll year to the last pay end of the fiscal payroll year) without using any sick leave, the County will pay a three (3) day bonus to that employee, not to exceed a maximum payment of \$90.00 per day during each year of this MOU. If an employee uses one (1) day sick leave, that employee will receive a two (2) day bonus, not to exceed the daily maximum, and if the employee uses two (2) days sick leave, that employee will receive a one (1) day bonus, not to exceed the daily maximum. Use of three (3) days sick leave or more during any fiscal year will warrant no sick leave bonus.

*An employee using no sick leave for three and four consecutive years will receive a four (4) day bonus, not to exceed a maximum payment of \$90.00 per day during the term of this MOU. An employee using no sick leave for five (5) or more consecutive years will receive a five (5) day bonus not to exceed a maximum payment of \$90.00 per day during the term of this MOU.

If an employee uses sick leave due to a work-related injury/illness or must visit a physician at the direction of the County due to a past work-related injury/illness, the time used will not adversely affect the sick leave bonus described in this Article. Furthermore, sick leave used for bereavement purposes, as referenced in Article 10 (24 hours maximum) will not adversely affect sick leave bonus described in this Article. Any employee that receives a bonus at the end of the fiscal year will not be subject to any applicable deduction from the accumulated sick leave totals.

All new employees hired during the course of the fiscal year will receive sick leave buy-back benefits on a pro-rated basis. The County will calculate the benefit due to the new employee by using only the specific period of time that the employee could have actually used sick leave. For example, a new employee hired effective October 1, would have nine (9) full months of county service as of July 1 of the following year. However, during the first three (3) months of the individual's employment, sick leave benefits were not available. Therefore, the individual would not receive nine-twelfths (9/12) of the total benefit but would instead receive six-twelfths (6/12) of the benefit due. $6/12 \times 3$ days (assuming no sick leave used) equals $1\frac{1}{2}$ days of pay due, not to exceed \$90.00 per day during the term of this MOU.

ARTICLE 18 - RETIREMENT COMMITTEE

Section 18.1. A committee of eight (8) persons minimum, four (4) of whom shall be designated by the Union, will meet once annually during the term of this MOU to review the County's Retirement Plan and make recommendations to the County with regard thereto.

ARTICLE 19 - SCOPE

Section 19.1. The parties acknowledge and agree that during the negotiations that resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any mandatory subject or matter included by law within the area of collective bargaining, and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this MOU. This MOU expressly supersedes any practices, understandings, and agreements not specifically provided for and incorporated in this MOU. Therefore, the County and the Union, for the life of this MOU, each voluntarily and unqualifiedly waives the right to require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to

or covered in this MOU, whether or not such matters have been discussed, and even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this MOU. This MOU thus contains the entire understanding, undertaking, and agreement of the parties to it and finally determines and settles all matters of collective bargaining for and during its term. Changes in this MOU, whether by additions, waivers, deletion, amendments, or modification, must be mutually agreed upon in a writing signed by both parties.

ARTICLE 20 - WAGES

Section 20.1. During the term of this MOU, wages of employees covered by this MOU will increase as set forth in Section 20.2. In this respect, employees covered by this MOU who are not fully meeting expectations under the County performance management systems then in place shall not be entitled to the wage increases set forth in this section. Such employees may receive lesser increases or none at all at the discretion of the County under the classification, compensation and all performance management systems then in place.

Section 20.2. Wages for FY2024 will be adjusted in accordance with the Wage Scale attached as Exhibit B effective July 8, 2023.

Bargaining unit employees shall receive a cost-of-living adjustment ("COLA") in FY 2025 and FY2026 if other County employees (exclusive of employees in the Washington County Sheriff's Office) receive a COLA. In the event that other County employees receive a COLA in FY2025 and/or FY2026, employees covered by this Agreement shall receive an equivalent COLA at the same time that other County employees receive their COLA.

Bargaining unit employees who are eligible to receive a step increase shall receive a step increase in FY2025 and FY2026 if other County employees (exclusive of employees in the

Washington County Sheriff's Office) receive a step increase in FY2025 and/or FY2026. In the event that other County employees receive a step increase in FY2025 and/or FY2026, employees covered by this Agreement shall receive an equivalent step increase.

New employees hired into bargaining unit positions shall be hired at the Step 1 rate, except when the employee's prior experience or rate of pay require that they start at a higher step. No employee may be hired at a rate higher than Step 1 without the prior approval of the Director of Human Resources. When a bargaining unit employee advances one grade, the employee will not move to a lower step on the pay scale.

Section 20.3. Wage Schedule. The County's current wage schedule will be provided in Exhibit A as called for in Article 12, Section 12.10.

ARTICLE 21 - TELEPHONE ACCESS

Section 21.1. Emergency Communications employees will have access to a telephone that is not recorded for the purpose of making local calls only.

ARTICLE 22 - POSTING OF JOB OPENINGS INTERNALLY

Section 22.1. Consistent with the terms of the March 10, 2021 letter attached as Exhibit C, job openings within the bargaining unit will be posted or advertised internally within County Government at the same time they are advertised outside of County government. Current employees who meet the qualifications of the position and have demonstrated they can perform said job, will be given preference over external candidates. The County retains the right to hire the internal or external applicant who it considers to be the most qualified candidate for the job.

ARTICLE 23 - VACATION

Section 23.1 The amount of paid vacation time to which each bargaining unit employee is entitled to each year depends on the employee's length of service with the County. Each

employee should consult with his/her supervisor each year concerning the time that employee's vacation will be scheduled. Every effort will be made to accommodate the request of an individual employee. The needs of the County and the balancing of work schedules, however, take precedence over any vacation request. If a department head cannot accommodate all employees when two or more employees request overlapping vacations, the requests will be granted on the basis of seniority. Vacation is a benefit given to you by the County and may be denied should the situation warrant.

As a rule, additional monetary payment will not be given in lieu of vacation, which is not taken. Although an employee's vacation time allowed will begin to accrue during his/her first month of employment, any employee may not take vacation until six months of employment has been completed. Employees who terminate prior to the completion of six months of employment are not entitled to vacation pay; after an employee's first six months of employment, he/she will be eligible for vacation pay for unused vacation if he/she terminates.

Vacation carry-over will be on a calendar year basis, running from January 1 to December 31. Years of service for purposes of accrual of vacation are based on the actual time in County employment, computed from anniversary date. Earned vacation time will be accrued as follows, according to the anniversary date of service.

<u>Years of Service</u>	<u>Rate of Accrual Per Week Worked</u>	<u>Max. Carry Over at End of the Calendar year</u>
0 through 5	1.54 Hours	250 Hours
6 through 15	2.31 Hours	250 Hours
Over 15	3.08 Hours	250 Hours

Vacation is earned by actively being at work. Any employee that is absent from work for more than ninety (90) consecutive calendar days because of workers compensation leave will have his/her vacation accruals stopped and will not begin accruing vacation benefits until they return to work.

Employees on workers compensation will be permitted to carry up to 250 hours of vacation leave into the next calendar year and afforded the opportunity to use said leave when returning to active status.

ARTICLE 24 - HOLIDAYS

The following days shall be holidays with pay: New Year's Day, Martin Luther King's Birthday, Presidents Day, Good Friday, Memorial Day, Juneteenth, the 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve. Pay for these holidays shall be referred to as Holiday Pay. The County Commissioners or County staff may grant additional holiday leave, in their sole discretion.

Employees who are required to work on any designated County Holiday will be compensated, at the rate of time and one half (1½), for all hours worked in addition to receiving the Holiday Pay. Alternatively, an Employee (other than Employees in the Emergency Communications Center) may elect to take a "floating holiday" in lieu of receiving Holiday Pay. The Employee may choose the date of the floating holiday, provided that they give their supervisor at least two (2) weeks advance notice of the request to take the day off and subject to the County's right to deny the request if it believes the Employee's absence will cause an operational disruption.

ARTICLE 25 - DURATION, CHANGE, OR AMENDMENT

Section 25.1. This MOU shall be effective as of July 1, 2023, and shall remain in full force and effect until June 30, 2026. This MOU supersedes and replaces all prior agreements between

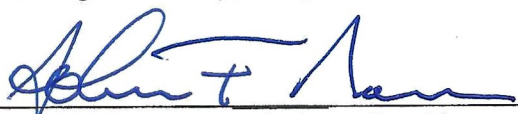
the parties. This MOU shall be automatically renewed from year to year thereafter unless either party shall give the other party written notice of a desire to terminate, modify or amend this MOU. Such notice shall be given to the other party by registered or certified mail sixty (60) days prior to March 1 of the year involved.

Section 25.2. While in full force and until its effective date, this MOU shall have available a standard reopening clause should it become necessary to modify or amend specific items directly associated with the Department of Emergency Communications merger or reorganization.

This Agreement, consisting of 30 pages and three exhibits, is signed on this 8th day of November 2023, in Washington County, Maryland.

The Board of County Commissioners
of Washington County, Maryland

By:

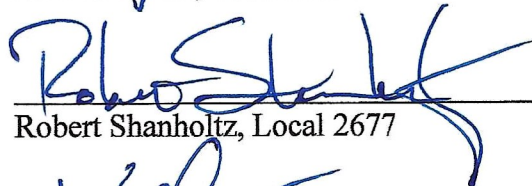

John F. Barr, Commissioner President



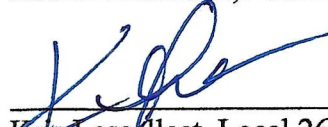
Sam Mowery, President Local 2677



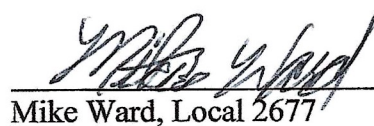
Steve Heefner, Local 2677



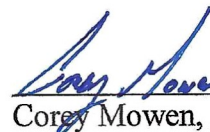
Robert Shanholtz, Local 2677



Kris Lescalleet, Local 2677



Mike Ward, Local 2677



Corey Mowen, Local 2677

EXHIBIT A

The Board of County Commissioners in December 2007 addressed wage concerns for the future by adopting the recommendation of the Salary Review Committee. The annual and hourly rates of pay for each classification are attached and made part of this MOU as called for in Article 12, Section 12.10

County Policy PR-18 and Policy PR-19, both revised in January 2008, further explain a merit increase based on performance. They further discuss the new Performance Evaluation System.

Briefly, the Commissioners beginning in July 2009 may propose a general wage increase of one step for all employees. They further may propose to add a Cost-of-Living Adjustment (COLA). Also, based on each employee's performance review, they may permit a bonus of up to \$1,000 for those rated Outstanding. This bonus will be paid in a separate check after July 1 and is subject to withholding. This bonus does not become part of the base wage.

Washington County Government
FY24 WCC Salary Scale (Union Negotiated) FINAL
7/8/2023

9/19/2023

GRADE	STEP																			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
	COLA																			
	Base	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%
22	116,438	119,350	122,325	125,382	128,523	131,726	135,013	138,382	141,835	145,371	149,011	152,734	156,562	160,472	164,466	168,605	172,827	177,154	181,584	186,118
	55.98	57.38	58.81	60.28	61.79	63.33	64.91	66.53	68.19	69.89	71.64	73.43	75.27	77.15	79.08	81.06	83.09	85.17	87.30	89.48
21	107,788	110,490	113,256	116,085	118,997	121,971	125,029	128,149	131,352	134,638	138,008	141,461	144,997	148,616	152,339	156,146	160,056	164,060	168,147	172,349
	51.82	53.12	54.45	55.81	57.21	58.64	60.11	61.61	63.15	64.73	66.35	68.01	69.71	71.45	73.24	75.07	76.95	78.87	80.84	82.86
20	99,819	102,315	104,874	107,494	110,178	112,923	115,732	118,643	121,618	124,654	127,774	130,978	134,243	137,592	141,024	144,560	148,179	151,882	155,688	159,578
	47.99	49.19	50.42	51.68	52.97	54.29	55.65	57.04	58.47	59.93	61.43	62.97	64.54	66.15	67.80	69.50	71.24	73.02	74.85	76.72
19	92,495	94,744	97,115	99,549	102,045	104,603	107,224	109,907	112,653	115,461	118,352	121,306	124,342	127,444	130,624	133,890	137,238	140,670	144,186	147,784
	44.44	45.55	46.69	47.86	49.06	50.29	51.55	52.84	54.16	55.51	56.90	58.32	59.78	61.27	62.80	64.37	65.98	67.63	69.32	71.05
18	85,550	87,693	89,877	92,123	94,432	96,803	99,216	101,691	104,229	106,829	109,491	112,237	115,045	117,915	120,869	123,885	126,984	130,166	133,411	136,739
	41.13	42.16	43.21	44.29	45.40	46.54	47.70	48.89	50.11	51.36	52.64	53.96	55.31	56.69	58.11	59.56	61.05	62.58	64.14	65.74
17	79,227	81,203	83,242	85,322	87,464	89,648	91,894	94,182	96,533	98,946	101,421	103,958	106,558	109,221	111,946	114,764	117,624	120,557	123,573	126,672
	38.09	39.04	40.02	41.02	42.05	43.10	44.18	45.28	46.41	47.57	48.76	49.98	51.23	52.51	53.82	55.17	56.55	57.96	59.41	60.90
16	73,382	75,213	77,085	79,019	80,995	83,013	85,083	87,214	89,398	91,624	93,912	96,262	98,675	101,150	103,688	106,288	108,950	111,675	114,462	117,333
	35.28	36.16	37.06	37.99	38.94	39.91	40.91	41.93	42.98	44.05	45.15	46.28	47.44	48.63	49.85	51.10	52.38	53.69	55.03	56.41
15	67,984	69,659	71,406	73,195	75,026	76,898	78,811	80,787	82,805	84,885	87,006	89,190	91,416	93,704	96,054	98,446	100,901	103,418	105,997	108,638
	32.67	33.49	34.33	35.19	36.07	36.97	37.89	38.84	39.81	40.81	41.83	42.88	43.95	45.05	46.18	47.33	48.51	49.72	50.96	52.23
14	62,920	64,501	66,123	67,766	69,451	71,178	72,966	74,797	76,669	78,582	80,538	82,555	84,614	86,736	88,899	91,125	93,413	95,742	98,134	100,589
	30.25	31.01	31.79	32.58	33.39	34.22	35.08	35.96	36.86	37.78	38.72	39.69	40.68	41.70	42.74	43.81	44.91	46.03	47.18	48.36
13	58,261	59,717	61,214	62,754	64,314	65,915	67,558	69,243	70,970	72,738	74,547	76,419	78,333	80,288	82,306	84,365	86,466	88,629	90,854	93,122
	28.01	28.71	29.43	30.17	30.92	31.69	32.48	33.29	34.12	34.97	35.84	36.74	37.66	38.60	39.57	40.56	41.57	42.61	43.68	44.77
12	54,080	55,432	56,826	58,240	59,696	61,194	62,733	64,293	65,894	67,538	69,222	70,949	72,717	74,526	76,398	78,312	80,267	82,264	84,323	86,424
	26.00	26.65	27.32	28.00	28.70	29.42	30.16	30.91	31.68	32.47	33.28	34.11	34.98	35.83	36.73	37.65	38.59	39.55	40.54	41.55
11	50,544	51,813	53,102	54,434	55,786	57,179	58,614	60,070	61,568	63,107	64,688	66,310	67,974	69,680	71,427	73,216	75,046	76,918	78,832	80,808
	24.30	24.91	25.53	26.17	26.82	27.49	28.18	28.88	29.60	30.34	31.10	31.88	32.68	33.50	34.34	35.20	36.08	36.98	37.90	38.85
10	47,674	48,859	50,086	51,334	52,624	53,934	55,286	56,659	58,074	59,530	61,027	62,546	64,106	65,707	67,350	69,035	70,762	72,530	74,339	76,190
	22.92	23.49	24.08	24.68	25.30	25.93	26.58	27.24	27.92	28.62	29.34	30.07	30.82	31.59	32.38	33.19	34.02	34.87	35.74	36.63
9	44,990	46,114	47,258	48,443	49,650	50,898	52,166	53,477	54,808	56,181	57,595	59,030	60,507	62,026	63,586	65,166	66,789	68,453	70,158	71,906
	21.63	22.17	22.72	23.29	23.87	24.47	25.08	25.71	26.35	27.01	27.69	28.38	29.09	29.82	30.57	31.33	32.11	32.91	33.73	34.57
8	42,432	43,493	44,574	45,698	46,842	48,006	49,213	50,440	51,709	52,998	54,330	55,682	57,075	58,510	59,966	61,464	63,003	64,584	66,206	67,870
	20.40	20.91	21.43	21.97	22.52	23.08	23.66	24.25	24.86	25.48	26.12	26.77	27.44	28.13	28.83	29.55	30.29	31.05	31.83	32.63
7	40,040	41,038	42,058	43,118	44,200	45,302	46,426	47,590	48,776	50,003	51,251	52,541	53,851	55,203	56,576	57,990	59,446	60,923	62,442	64,002
	19.25	19.73	20.22	20.73	21.25	21.78	22.32	22.88	23.45	24.04	24.64	25.26	25.89	26.54	27.20	27.88	28.58	29.29	30.02	30.77
6	37,773	38,709	39,686	40,685	41,704	42,744	43,805	44,907	46,030	47,174	48,360	49,566	50,814	52,083	53,394	54,725	56,098	57,491	58,926	60,403
	18.16	18.61	19.08	19.56	20.05	20.55	21.06	21.59	22.13	22.68	23.25	23.83	24.43	25.04	25.67	26.31	26.97	27.64	28.33	29.04
5	35,963	36,868	37,773	38,709	39,686	40,685	41,704	42,744	43,805	44,907	46,030	47,174	48,360	49,566	50,814	52,083	53,394	54,725	56,098	57,491
	17.29	17.72	18.16	18.61	19.08	19.56	20.05	20.55	21.06	21.59	22.13	22.68	23.25	23.83	24.43	25.04	25.67	26.31	26.97	27.64
4	34,590	35,464	36,358	37,274	38,210	39,166	40,144	41,142	42,162	43,222	44,304	45,406	46,550	47,715	48,901	50,128	51,376	52,666	53,976	55,328
	16.63	17.05	17.48	17.92	18.37	18.83	19.30	19.78	20.27	20.78	21.30	21.83	22.38	22.94	23.51	24.10	24.70	25.32	25.95	26.60
3	33,259	34,091	34,944	35,818	36,712	37,627	38,563	39,520	40,518	41,538	42,578	43,638	44,720	45,843	46,987	48,152	49,358	50,586	51,854	53,144
	15.99	16.39	16.80	17.22	17.65	18.09	18.54	19.00	19.48	19.97	20.47	20.98	21.50	22.04	22.59	23.15	23.73	24.32	24.93	25.55
2	32,138	32,947	33,779	34,632	35,506	36,400	37,315	38,251	39,208	40,186	41,184	42,224	43,285	44,366	45,469	46,613	47,778	48,963	50,190	51,438
	15.45	15.84	16.24	16.65	17.07	17.50	17.94	18.39	18.85	19.32	19.80	20.30	20.81	21.33	21.86	22.41	22.97	23.54	24.13	24.73
1	31,200	31,990	32,781	33,592	34,424	35,277	36,150	37,045	37,961	38,938	39,915	40,914	41,933	42,973	44,054	45,157	46,280	47,445	48,630	49,837
	15.00	15.38	15.78	16.15	16.55	16.96	17.38	17.81	18.26	18.72	19.19	19.67	20.16	20.66	21.18	21.71	22.25	22.81	23.38	23.96

To: Deborah Condo/Andrew Eshleman/Mark Bradshaw
From: Carroll Braun
Ref.: Highway and Water Quality Departments' Hiring Process
Date: March 10, 2021

Per our discussions regarding the hiring process and the transfers at the Washington County Highway and Water Quality Departments. I have identified four separate scenarios with regards to hiring. I will address each one individually. Please feel free to suggest any changes.

1) Mechanical Equipment Operator (MEO II) position/opening.

The County authorizes filling an open position(s).

1) Advertise the position(s) internally and externally at the same time.

- a) The external posting should be for the Washington County Highway Department and not specific to a maintenance section.
- b) Internal postings should list the particular maintenance section(s) that have open positions and invite MEO II employees interested in a transfer to any section to update or add their name to a confidential transfer request list kept on file in the Washington County Human Resource office. MEO II employees may add their name to the list at any time during their employment and shall have up to the advertisement deadline to add their name to the list.
- c) Internal candidates are not applying for a job, they are applying for a transfer to an open position in the maintenance section. Internal candidates requesting a transfer will not go through the application and/or interview process. The most senior employee as defined in the Collective Bargaining Agreement (CBA) requesting and accepting said transfer will be transferred.
- d) If an internal transfer occurs, subsequent MEO II vacant positions will be filled based on the transfer list without readvertisement. Once all requested internal transfers have been completed, non MEO II internal and external candidates will be considered. All internal candidates who are not an MEO II must complete and submit an application.
- e) When hired, all non MEO II internal and external candidates will be placed in the open maintenance section position at the discretion of the County.
- f) The County may select candidates from an internal/external applicant pool for vacant positions for up to one-hundred eighty (180) days from a prior MEO II position advertisement without readvertisement.

2) Opening for a Mechanical Equipment Operator (MEO III).

1) Advertise the position internally as outlined in the CBA

- a) This will allow for current MEO IIIs to request a transfer.

- b) This will allow for County government employees to apply for the position.
- c) Any current employee(s), meeting the qualifications may be interviewed.
- d) If no internal candidate is awarded the position, advertise externally.
- e) If an internal candidate (MEO II) is awarded the position, advertise internally/externally to fill the MEO II position as outlined in section 1.

3) Water Quality Collection Operator Trainee position opening.

The County authorized filling an open position(s)

- 1. Advertise the position(s) internally and externally at the same time.
 - a. The County may select candidates from an internal/external application pool for vacant positions for up to one-hundred eighty (180) days for a prior Collection Operator Trainee position advertisement without readvertisement.

4) Positions not covered by the CBA

- 1) Advertisement shall follow the County hiring process and positions are intended to be advertised internally and externally at the same time.