

2023 - 2025

AGREEMENT BETWEEN

GARRETT COUNTY
THE BOARD OF COUNTY
COMMISSIONERS OF GARRETT
COUNTY, MARYLAND

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AND

AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL
EMPLOYEES, COUNCIL 67, 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 67
AFL-CIO
LOCAL UNION 1834

This AGREEMENT, executed on the 24th day of January, 2023 and effective on that date 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 Council 67, AFL-CIO, Local UNION No. 1834 of the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter called, “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 Council 67, Local 1834, 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 upon request shall receive, from the date of commencement of the Agreement, a list of new hires, terminations, and any changes in classifications covered in the Agreement.

Section 2: The EMPLOYER and the UNION agree that all the terms set forth in the Agreement with respect to wages, hours, and working conditions provided in the Agreement shall apply to all Employees included in said bargaining unit.

Section 3: A written list of the UNION Stewards and/or alternates shall be furnished to the EMPLOYER immediately 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 card, 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 American Federation of State, County and Municipal Employees, AFL-CIO, Council 67 bi-weekly over twenty-six pay

periods. Deductions shall be made via electronic fund transfers to the account authorized by the Comptroller of AFSCME Council 67. Membership lists and bargaining unit lists shall be remitted monthly via email to AFSCME Council 67 in Excel format. 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 the union office at Cumberland, Maryland, AFSCME, COUNCIL 67, AFL-CIO, 152-154 North Mechanic Street, Cumberland, MD 21502 and 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, to introduce new and improved methods, materials, equipment, or to change existing methods, materials or equipment. These rights will not be exercised to discriminate against any Employee because of his/her UNION activity.

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.

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 a work-free lunch, the Employee, at the EMPLOYER’s discretion, may either be compensated at one-half (1/2) hour overtime pay or permitted to leave work one-half (1/2) hour early.

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

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 and one half (1 ½). Overtime hours earned during a 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.

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 as considered “Essential Service Employees” and should report for work when called out for emergency/weather events, unless previously excused by the Supervisor.

Notice of Call-Out If a weather event is forecast, 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
- Secondary or back-up Snow Plow route driver
- Most senior qualified employee

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) Overtime compensation time may be accumulated up to a maximum of forty – eight (48) hours. Any overtime worked above that amount shall be paid in the employees next regular paycheck.
- 2) Overtime compensation hours may be used and accrued so long as the maximum balance held at one time does not exceed forty-eight (48) hours.
- 3) If an employee separates employment from the County before taking overtime compensation, the compensation time shall be paid in a lump sum.
- 4) 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.
- 5) Overtime compensation hours may be scheduled under the same rules as outlined in Article 13 (Annual Leave) of this agreement.

ARTICLE V - WAGES

Section 1: Longevity Increase

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

Section 2: Wage Rates

As part of the review period for Fiscal Year 2023 Budget and the Audit of Financial Statements for Fiscal Year 2022, the County will consider providing all Employees with a compensation increase during each fiscal year of the remaining three (3) year Extension of the Agreement. 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. Any increase given to other employee groups during the term of this Agreement will also be given to members of AFSCME Local 1834 for Fiscal Years 2023, 2024, and 2025.

With the exception of employees hired after July 1, 2019, which will receive yearly increases as outlined in Appendix A and any one-time employee bonus

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) per hour.

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 (new mechanic position) 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 will be paid a premium of fifty cents (\$0.50) per hour. In addition, in lieu of operating without Truck Driver Helpers, all nightshift Employees will 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 will meet with UNION Representatives to discuss 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 Employee affected may file a grievance protesting only the rate of pay. In the event such grievance proceeds to arbitration, the sole question before the Arbitrator shall be whether the new rate bears a proper relationship to wage rates established by the Agreement for other job classifications.

ARTICLE VIII - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1: Definition and Prompt Filing

For the purpose of the Agreement, the term "grievance" is a difference of opinion between an Employee or Employees and the EMPLOYER relative to the interpretation, application, or compliance with the provisions of the Agreement. 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, discipline, or violation of the Seniority Article must be presented in five (5) working days by filing a written grievance in Step 3.

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

Step 1. By conference between the Employee concerned with his/her shop steward. The Shop Steward shall decide whether the matter constitutes a meritorious grievance for further processing, and if so, it 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). The grievance shall identify the provision(s) of the Agreement, which the EMPLOYER is alleged to have violated within five (5) working 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.

Step 2. If the UNION wishes to appeal the Assistant Division Chief answer in Step 1, the UNION Shop Steward 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 five (5) working days from the Division written answer in Step 1. Such appeal shall contain a statement of all facts relating to the grievance in addition to the alleged contractual provision(s) the UNION believes the EMPLOYER violated. A Step 2 meeting will then be held between the Employee, with his/her shop steward and the Director and Division Chief within ten (10) working days of the appeal. The Director and Division Chief will answer the grievance within five (5) working days after the Step 2 meeting.

Step 3. If the UNION wishes to appeal the EMPLOYER's answer in Step 2, the UNION President shall do so within five (5) working 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; a grievance committee not to exceed two (2) in number, and the grievant if his/her presence is requested by the UNION. Such meeting shall be held within ten (10) working days of receipt of the appeal. The EMPLOYER shall answer the grievance within five (5) working days after the Step 3 meeting.

Step 4. If the UNION is not satisfied with the answer of the EMPLOYER in Step 3 and if the grievance involves a stated violation of the explicit terms of this Agreement, 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 fifteen (15) working days of receipt of such notice agree upon the selection of an arbitrator, then either party may request the Federal Mediation and Conciliation Service 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 (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, but in no event shall it be retroactive prior to the date that the grievance was first filed. The EMPLOYER and the UNION shall share the expenses of the arbitrator including his/her fee equally.

The arbitrator shall have power and authority to arbitrate only those matters expressly made subject to arbitration by the terms of this Agreement 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.

The UNION agrees that no grievance or dispute will be filed, negotiated, or arbitrated over work rules, job classifications and rates of pay as established by the Agreement.

ARTICLE IX - DISCIPLINE AND DISCHARGE

Should the EMPLOYER determine that an Employee's conduct justifies 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 sustained, the Employee's record shall be purged.

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 term 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 "seniority" shall be defined as an Employee's length of continuous service, in 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.

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. 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) 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 are not permitted to bid on job vacancies nor shall grievances be presented on his/her behalf. 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 for posting (January 1 and July 1) 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 granted long-term disability under the terms of any disability policy provided by the EMPLOYER to the Employee.
- (f) 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.
- (g) does not report for work at the termination of an authorized leave of absence, or any extension hereof.
- (h) falsifies the reason for leave of absence or is found to be working without the EMPLOYER's permission during a leave of absence;
- (i) 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 three (3) working days. Such vacancy(s) shall be awarded whenever possible, within five (5) working 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.

An Employee who is disqualified under this provision cannot bid again for a period of twelve (12) months from the date of disqualification.

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 three (3) working 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 (un-assigned) 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 three (3) working 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 desecration, 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 EMPLOYER can disqualify an Employee from a permanent job classification or an 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 poor work performance or any other job-related deficiency. Any Employee disqualified under the section cannot bid on any other vacancy for twelve (12) months.

ARTICLE XI - NO STRIKE

Section 1: No Strikes

During the term of this Agreement, the grievance provisions of this Agreement and the remedies and procedures provided by statute shall be the sole and exclusive means of settling any dispute between the Employees and/or the UNION and the EMPLOYER whether relating to the application of the Agreement, economic matters, or otherwise, and accordingly neither 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. Specifically, the EMPLOYER may advise the UNION of the violation, and said notice constitutes a grievance by the EMPLOYER subject to the arbitration clause.

Section 3: No Lockouts

During the term of this Agreement, the EMPLOYER agrees that it will 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 when 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 acceptable to the EMPLOYER.

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 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) hours 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, father, step-father, mother, step-mother, 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) day 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 due to reasons outside of the Employee's control, upon request to the Department Head at his/her discretion may grant Funeral Leave for non-consecutive work days not immediately following the death.

Section 2: Civil

Employees, other than law enforcement officers in the normal course of their duties, shall be granted leave with pay when called to serve on a jury 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 less any payment received for this leave. The net effect will be the employee's regular daily compensation.

Section 3: Military

As provided in this section, Employees, except temporary, emergency, part-time, or contractual 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 may be required to present a statement that they were seen by a physician 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, 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. 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 caused or contributed by pregnancy, miscarriage or childbirth. An Employee, with the approval of the EMPLOYER, 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 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 all full time 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, necessary to properly protect Employees from injury shall be provided by the EMPLOYER in accordance with the practice now in effect or as such practice may be improved from time to time by the EMPLOYER.

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) hourly 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 common problems 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 Hourly 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) 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) working days prior to the mutually agreed meeting date.

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

ARTICLE XVII - NON-DISCRIMINATION

It is the continuing policy of the EMPLOYER and the UNION that the provisions of this Agreement shall be applied to all Employees without regard to race, color, religious creed, national origin, sex, age, or qualified disability. 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.

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, and UNION supplemental benefit programs. No other notices shall be posted without prior submission and approval by the EMPLOYER.

ARTICLE XIX - UNION VISITATION

With the permission of the EMPLOYER, representatives of the International UNION assigned to service the Employees of Garrett County shall have reasonable access to the County premises for the purpose of conferring with the EMPLOYER or UNION Stewards 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 unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of the right and opportunity are either set forth in this Agreement or in a Letter of Agreement signed by the parties to this Agreement. Therefore, the EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in the Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. This Agreement constitutes the entire integrated agreement between the parties and concludes collective bargaining for its term.

ARTICLE XXII - DURATION

This Agreement shall continue in full force and effect without change from January 9, 2023 until midnight, December 31, 2025. 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 24th day of JANUARY 2023.

**BOARD OF COUNTY COMMISSIONERS
OF
GARRETT COUNTY, MARYLAND**

BY:



Paul C. Edwards, Chairman



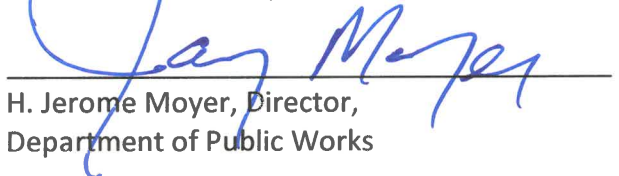
Ryan S. Savage, Commissioner



S. Larry Tichnell, Commissioner



Kevin G. Null, County Administrator



H. Jerome Moyer, Director,
Department of Public Works

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL 679 AFL-CIO, LOCAL 1834**

BY:



Carroll Braun, AFSCME Business Representative,
Council 67



William Miller, AFSCME President, Council 67, Local
1834

APPENDIX A

HOURLY WAGE RATE TABLE

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

Years of Service	1-14	15-19	20 +
Grade 1	\$23.39	\$23.67	\$23.94
Grade 2	\$24.04	\$24.32	\$24.59
Grade 3	\$24.64	\$24.91	\$25.19
Grade 4	\$25.74	\$26.02	\$26.29

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

	<u>Grade 2 New</u>	<u>Grade 3 New</u>
Year 1	\$18.50	\$19.00
Year 2	\$19.89	\$20.41
Year 3	\$21.28	\$21.82
Year 4	\$22.67	\$23.23

After year 4, employees hired after July 1, 2019, 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, they must be certified to operate/perform the following task: *

Flagger Certification	Chain Saw	Black Top Saw
Limb Saw	Wacker	Wood Chipper

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 Axel Dump Truck Skid Steer
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
Gradall
Excavator

Brush Hog
Blacktop roller
Tar/Chip Roller

Dirt Loader
Bucket Truck

Power Chipper
Multi Axle Truck

*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	Multi Axle Truck Driver	Single Axle Truck Driver	Laborer
	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		

APPENDIX C

MEMORANDUM OF AGREEMENT

1. The Employer and the Union mutually agree that all vacation to which an employee is currently entitled to by years of service shall remain the same in accordance with the schedule below but shall not be increased as a result of service thereafter.

18 years	26 days
19 years	27 days
20 years	28 days
21 years	29 days
22 years	30 days
23 years	31 days
24 years	32 days
25 years and over	33 days

2. 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.