

LABOR-MANAGEMENT AGREEMENT

BETWEEN

LOCAL NO.1633, AMERICAN  
FEDERATION  
OF STATE, COUNTY, & MUNICIPAL  
EMPLOYEES UNION

ALLEGANY COUNTY ROADS DIVISION- (NON-  
SUPERVISORY EMPLOYEES)

AND

ALLEGANY COUNTY COMMISSIONERS  
701 KELLY ROAD, SUITE 405  
CUMBERLAND, MD 21502

EFFECTIVE  
JULY 22, 2021 UNTIL JUNE 30, 2024

## **AGREEMENT**

This Agreement is made and executed in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between the Board of County Commissioners of Allegany County, a county of the State of Maryland (hereinafter known as "Employer"), and the American Federation of State, County, and Municipal Employees, AFL-CIO, Local #1633 (hereinafter referred to as "Union"). The rights, obligations, and duties of the Employer under this Agreement may be exercised through its agents, the management employees of the Allegany County Department of Public Works.

Whenever in this Agreement masculine gender is used, it shall be deemed to include the female gender.

## **PURPOSE**

### **SECTION 1:**

- (a) It is the purpose of this Agreement to promote harmonious relations, cooperation, and understanding between the Employer and the employees covered hereby, to strive for good collective bargaining procedures, and to establish the best standards of wages, hours, working conditions, and other conditions of employment possible.
- (b) Items not expressly contained in this Agreement will remain the prerogative of the Employer.

**SECTION 2:** It is the mission of the Allegany County Department of Public Works - Roads Division to utilize its resources and finest effort to provide the best level of public service to the residents of Allegany County and the traveling public. The Employer and employees shall seek to serve and meet the public's needs through workmanship, hours of operation, and a courteous, professional manner and appearance.

## **ARTICLE 1: UNION RECOGNITION AND SECURITY**

**SECTION 1: RECOGNITION OF UNION:** The Employer recognizes Union Local 1633, American Federation of State, County, and Municipal Employees, as the sole and exclusive bargaining agent of the employees covered by this Agreement. Employees covered by this Agreement are defined in Article II of this Agreement. The Employer and the Union agree that all the terms set forth in this Agreement with respect to wages, hours, and working conditions provided for in this Agreement shall apply to all the employees included in said bargaining unit.

**SECTION 2: DEDUCTION OF DUES:** Upon request by the Union, the Employer will honor and comply with written authorization for deduction of regular bi-weekly dues from the pay of members of the Union, if such written authorizations are individually signed by employees who are members of the Union, and certified to the Employer by a proper official of the Union and comply with all applicable State or Federal laws. The Union shall furnish to the Employer the individually signed deduction authorization for each employee who is a member of the Union and shall submit such withholdings for Union dues to the American Federation of State, County, and Municipal Employees, AFL-CIO Council 67, not later than the 15th day after the 1st day of the succeeding month. The Union will notify the Employer at least thirty (30) days prior to any change in such dues.

**SECTION 3: AGENCY SHOP:** All employees covered by this Agreement shall have the option of becoming members of the Union. The paying of union dues shall be a continued condition of membership.

**SECTION 4: SUBCONTRACTING:** During the term of this Agreement, the Employer shall not subcontract any work or services presently performed by employees covered by this Agreement that will result in employees being laid off.

**SECTION 5: INDEMNIFICATION:** The Union agrees to indemnify and save the Employer harmless from any and all liability resulting from the aforesaid check-off system.

## **ARTICLE II: DEFINITION OF EMPLOYEE**

The term "employees" as used in this Agreement shall mean all full-time hourly employees, including all federally funded employees of the Allegany County Roads Division, exclusive of office, clerical, and all supervisory employees with authority to hire, discharge, promote, discipline, or otherwise affect changes in the status of the employees or effectively recommend such action with respect to employees of the Employer (County Commissioners of Allegany County).

## **ARTICLE III: MANAGEMENT RIGHTS**

The Employer retains all rights of management of the business of the County and the direction of its personnel except as expressly limited by this Agreement. These rights include, but are not limited to: the right to plan, direct, and 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; 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 Union activity.

#### **ARTICLE IV: UNION STEWARDS AND UNION REPRESENTATION**

**SECTION 1: RECOGNITION OF UNION:** The Employer recognizes and shall deal with all of the accredited Union Stewards and the Union President in all matters relating to grievance and interpretation of this Agreement.

- (a) An accredited representative of the Union (AFSCME, AFL-CIO, Council 67), will be admitted to the property of the Employer during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjustment of grievances, provided it does not interfere with safety or the efficient operations and services of the Employer. The Union representative shall notify the department head on visitation.
- (b) Proper notification be given to the Employer naming the Local Union President and the Representative of Council 67, AFSCME, AFL-CIO.
- (c) A written list of the Union Stewards (such list to outline the area to be represented by stewards) shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer promptly of any changes of such Union Stewards; otherwise, the Employer need not recognize them.

**SECTION 2:** One Union Steward and an alternate (one serving as an alternate in case of the other's absence or inability to function as a Steward at any given time) shall be designated for each garage and work district of the Roads Division.

With the permission of the Employer, Union Stewards shall be granted reasonable time off during working hours to investigate and settle grievances without loss of pay. 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 V: GRIEVANCE AND ARBITRATION PROCEDURE**

**SECTION 1: DEFINITION:** Any grievance or dispute which may arise between the parties, including the application, meaning, or interpretation of this Agreement.

**SECTION 2: PROCEDURE:**

**Step 1.** Grievances shall be presented within ten (10) working days after the date of their occurrence or the date on which the conditions causing the grievance becomes known, but in any event no later than ninety (90) calendar days from the occurrence of the event giving rise to the grievance, or they will not be considered.

The Union Steward, or alternate, with the complaining employee shall discuss any grievance or dispute first with the immediate supervisor as per the aforementioned ten (10) day period. The immediate supervisor shall endeavor to adjust the matter and shall respond to the Union Steward within ten (10) working days of such discussion.

**Step 2.** Within ten (10) working days after the discussion with the immediate supervisor, if the grievance has not been satisfactorily resolved, the Union Steward or alternate, the President of the Local Union, and the complaining employee shall file a written appeal to the Director of Public Works and discuss the grievance with the Director of Public Works or Deputy Director, when so designated, within ten (10) working days after the written appeal is forwarded by the Union.

**Step 3.** Within ten (10) working days after discussion with the Director of Public Works or Deputy Director, when so designated, if the grievance has not been satisfactorily resolved, the Union Steward or alternate, the President of the Local Union, and the complaining employee may file a written appeal to the Director of Human Resources or any other County official as designated by the Director of Human Resources or by the person acting in that capacity and discuss the grievance with said Director or his designee within ten (10) working days after the written appeal is forwarded by the Union.

**Step 4.** If the grievance is still unsettled, either party may, within fourteen (14) working days after the reply of the Director of Human Resources or designee by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and Union within seven (7) working days after the notice has been given. Time limits in the above grievance and arbitration procedures may be extended by mutual agreement of the Employer and the Union.

If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested by either or both parties to provide an arbitrator selected under the FMCS's standard rules. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the proceeding. Expenses for the arbitrator's services and the proceedings shall be borne equally by the parties.

In the event that the position of Director of Human Resources is vacant, the County Attorney or his designee shall serve in the capacity of the Director of Human Resources for the purposes of handling grievances in accordance with this Article V.

**SECTION 3: CODE OF PUBLIC LOCAL LAWS OF ALLEGANY COUNTY:** In accordance with the applicable provisions of the Code of Public Local Laws of Allegany County, it is the understanding that the aforementioned grievance procedure provides the method for settling disputes arising between the parties pertaining to the application, meaning, or interpretation of this Agreement.

**SECTION 4: GENERAL PROVISIONS:**

- (a) All Employer answers above the first step shall be in writing. If any written reply from the appropriate Employer level is not submitted within the allotted time, the grievance remedy shall be considered granted to the aggrieved employee/employees.
- (b) If the aggrieved employee/employees fail to appeal any management decision within the allotted time, said decision shall be considered satisfactory.
- (c) Any employee participating in the grievance procedure (including arbitration proceedings) shall not suffer a loss of pay while hearings are conducted during working hours.
- (d) All hearings shall be initiated during working hours (at least one hour before quitting time).
- (e) A grievance may be withdrawn at any level without prejudice or record.
- (f) Two or more grievances on the same subject may be handled by the Employer as one grievance. When such a grievance situation occurs, the Union shall be notified and the answer directed to the appropriate parties.
- (g) The Union President may initiate a grievance which affects all employees or a group of employees.
- (h) Step three (3) grievance hearings shall be recorded and the recording and/or transcript of that hearing shall be available for use by both parties should the grievance be referred to arbitration.

**ARTICLE VI: DISCIPLINE AND DISCHARGE**

Should the Employer determine that there is just cause to discipline, suspend, and/or discharge an employee, the employee may appeal the Employer's action. The appeal of an employee discharge shall proceed by filing a grievance in Step 3 in accordance with Article V, Grievance and Arbitration Procedure. The appeal of a suspension or other disciplinary action shall proceed as a grievance in accordance with Article V, Grievance and Arbitration Procedure.

## **ARTICLE VII: 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, dated from their last date of hire. Employees hired on the same day shall be listed in alphabetical order. Employees rehired through the recall provisions of this Agreement shall retain their original date of hire.

**SECTION 2: PROBATIONARY EMPLOYEES:** All new employees, when hired, shall be on a probationary basis. The probationary period shall be the first one hundred and eighty (180) calendar days of their employment, which period may be extended by mutual agreement between the Employer and the Union. 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 3: APPLICATION OF SENIORITY:** In all applications of seniority under this Agreement, seniority shall be the determining factor provided the senior employee has the qualifications and ability to perform the available work.

### **SECTION 4: SENIORITY LIST:**

- (a) The Employer shall maintain and up-to-date seniority list of the Roads Division employees.
- (b) Seniority list shall be posted on all of the respective bulletin boards for each garage by the Employer twice yearly (January and July 1). A copy of these seniority lists shall be furnished to the Local Union when posted.

**SECTION 5: TERMINATION OF SENIORITY:** Employees will terminate their employment and lose seniority for the following reasons:

- (a) If an employee voluntarily resigns.
- (b) If an employee is discharged for "just cause" and the discharge is not reversed through the grievance process.
- (c) If an employee retires.
- (d) If an employee, who is on lay-off, fails to return to work within seven (7) working days [fourteen (14) calendar days if notice to another Employer is required - acceptable proof may be required] of written notice of recall by certified letter to the employee's last known address. Employees on lay-off and desiring to be recalled shall notify the Employer of any address changes.
- (e) Does not report for work at the termination of an authorized leave of absence or extension thereof.

**SECTION 6: REDUCTION IN FORCE:** In the case of a reduction of force or the elimination of a position, those employees having the least seniority within the classification where the reduction is being made shall be laid off first; provided, however, that any employee scheduled to be laid off from his classification may claim within 48 hours any position in any other classification within their group, which is occupied by an employee with less seniority. Such employees desiring to replace a younger employee in seniority must be capable of performing the job of the younger employee, in a reasonably efficient and satisfactory manner as determined by the Employer.

**SECTION 7: RECALL TO EMPLOYMENT:** Where there is an increase in the work force after any lay-off, the reverse of the procedure in Article VII, Section 6, shall be followed. Re-hires shall be in order of seniority. Employees will retain seniority for one (1) year while on lay-off status. Thereafter, any employee who wishes to retain this status must annually notify the employer of his desire to retain said status and said notice must be provided within 30 days of the anniversary of the employee's lay-off. Those employees failing to give said notice will be removed from lay-off status.

**SECTION 8: DAILY ASSIGNMENTS:**

- (a) The Employer may make temporary assignments of qualified employees to positions or classifications other than those they normally fill, provided such temporary assignments do not exceed thirty (30) consecutive work days. In such cases, it may be necessary to assign the most senior qualified crew member for the balance of the shift, so as not to interfere with the efficiency of the operation.
- (b) If the temporary assignment is to a more desirable position or shift, the employee who is senior in classification from among those available shall be given first opportunity if qualified as determined by the Employer.
- (c) If the temporary assignment is to a less desirable position or shift, the employee with the least seniority in classification from among those available, shall be assigned, if qualified, as determined by the Employer.
- (d) An employee who has been trained and deemed qualified, and seniority has been honored, shall not have the right to refuse an upgrade.
- (e) Any employee temporarily assigned shall be paid either the rate of the classification from which he is assigned, or the rate of the classification to which he is temporarily assigned, whichever is higher, or the upgrade to the actual position being assigned.
- (f) When the Employer determines the need to temporarily upgrade an employee to the position of Foreman or District Supervisor, such upgrade may be made by the Employer without regard to seniority.



In accordance with Article XVI, Section 12, when an employee within the bargaining unit agrees to be temporarily assigned as an Acting Foreman or working crew leader, he shall receive either an hourly rate of \$1.25 above the classified contract rate of his regular job for those hours worked in such position or the same hourly rate as an Equipment operator II, whichever is greater. When an employee is temporarily assigned as an Acting District Supervisor, he shall receive an hourly rate of \$1.75 above the classified rate of his regular job for those hours worked in such position.

- (g) Utilitymen assigned to work the hose or nozzles on the rear of truck mounted distributor units shall receive the rate of Operator I pay for the time assigned in that capacity. Assignments shall be made on the basis of seniority at each garage location, as described in Sections 8 (b) and (c) above.

To be eligible under Section 8 (b), Utilitymen must indicate a desire for such assignment at the beginning of the patching season. Failure to accept such an offered assignment shall be grounds to declare that employee ineligible under Section 8 (b) for the remainder of the patching season

- (h) All Temporary vacancies shall be filled after thirty (30) calendar days with the next eligible employee from the garage where the temporary vacancy occurs as determined by seniority. This item applies to temporarily filling vacancies created by personnel on extended workers' compensation or sick leave. If this vacancy becomes full-time, then the vacancy shall be filled in accordance with Section 9 of this Article.

**SECTION 9: POSTING:** When the Employer determines that a full-time vacancy exists in the bargaining unit (including promotions or transfer to other shifts or locations), notice of such vacancy, whether due to an employee leaving the position or a newly created opening, shall be posted on all employee bulletin boards in the County for five (5) working days following the creation of a new job. Employees shall be given five (5) working days' time, from the date of the posting, in which to make application to fill the vacancy or to fill a new job being created. In awarding this vacancy, seniority shall be the determining factor, provided the senior employee has the qualifications and ability to perform such job as determined through the on-the-job training (OJT) program, or if there is no OJT program as determined by the Employer, the employee shall be awarded the job and such award shall be made within thirty (30) days following the posting on the bulletin board.

- (a) Employees determined to be qualified on at least 75% of the snow routes in their district, through OJT, shall be permitted to bid for their primary snow route annually with the route being awarded on the basis of seniority. Management shall have the right to reassign those employees to alternate snow routes on an interim basis if emergencies, equipment failure, or manpower needs occur. Management agrees to recognize and apply the concept of seniority as far as practical.

- However, bidding of work assignments is not required except as specifically outlined in this Bargaining Agreement.
- (b) For non-overtime snow removal, Utilitymen shall be permitted to bid for their primary snow routes annually with the route being awarded on the basis of seniority. Management shall have the right to re-assign those employees to alternate snow routes on an interim basis if emergency, equipment failure, or manpower needs occur. Bidding of work assignments is not required except as specifically outlined in this Bargaining Agreement.
  - (c) All employees receiving promotions shall have a thirty (30) working day probationary period. If at the end of thirty (30) working days, the Employer, with just cause, believes the employee is unable to perform the promotion position, the employee shall be returned to his previous work position and corresponding pay grade. An employee who believes that he is aggrieved by the Employer's decision to return him to his previous work position shall be permitted to file a grievance in accordance with Article V herein. An employee who is disqualified under this provision may not reapply for a promotion for a period of twelve (12) months from the date of disqualification.
  - (d) Job postings for full-time vacancies in existing classifications or for newly created positions shall include the type of work, place of work, rate of pay, hours of work, and classification.
  - (e) The Employer shall notify the Local Union Secretary, in writing, of all new hires, terminations, lay-offs, and recalls at the end of each calendar month.

**SECTION 10: MECHANIC PROMOTION:** An employee who has performed the job of Mechanic I (formerly Automotive Serviceman) for a period of at least one (1) year and who has been deemed qualified through the OJT committee, shall be promoted to Mechanic II.

### **ARTICLE VIII: HOURS OF WORK**

**SECTION 1:** The regular hours of work each day shall be consecutive. The work day begins at 12:01 a.m. and ends at 12:00 midnight. The normal shift will begin at 7:00 a.m. and end at 3:00 p.m.

**SECTION 2:** The work week shall consist of five (5) consecutive days, except for employees in continuous operations. The work week shall be considered as beginning at 12:01 a.m. Monday and ending at 12:00 midnight the following Sunday. Employees shall have the option of working four (4) ten (10) hour days per week during the warm weather months. Such ten (10) hour day schedule shall begin no later than the Monday following the Memorial Day Holiday and end no later than the Thursday before the Labor Day Holiday. Management, at its discretion, may begin the four day work week as early as the first full week in May and may extend the period of four day work weeks through the last full work week in September. Affected management employees shall vote with Union employees in order to determine whether this option shall be exercised.

**SECTION 3: MANDATORY OVERTIME AND CALL-IN:** The Employer and the employees recognize that public safety requires the Roads Division to work during emergencies, severe weather, and critical conditions which may include overtime work hours. It may be necessary for the Employer to cancel an employee's scheduled leave during such periods. Employees who are unavailable or refuse overtime work twice in the same fiscal year will be called in for a consultation with their supervisors to discuss the particulars of their unavailability. If the Employer determines the employee is willfully refusing overtime or repeatedly makes himself unavailable for overtime, the employee shall be subject to discipline.

When the Employer advises the employees that existing weather predictions make the need to work overtime likely, each employee shall contact his District Supervisor, or other designated supervisor, within a stated time frame (no later than 9:00 a.m.) in the manner directed by the Employer. Such advance notice of a required call-in shall be issued no later than the end of the preceding work day.

**SECTION 4:** Work schedules showing the employees' shifts, working days, and hours shall be posted on each department bulletin board at all times.

**SECTION 5:** Except for emergency situations, work schedules shall not be changed once posted unless the changes are first discussed with the employee.

**SECTION 6:** Any employee, who is called to work outside of his regular shift, shall receive his regular hourly rate for such time worked, or a minimum of four (4) hours of straight time pay, whichever is the greater.

**SECTION 7:** There shall be a fifteen (15) minute rest period during the morning portion of the shift. The rest period will be scheduled by supervision so as not to interrupt the continuity of work. Employees will receive a paid one-half (1/2) hour lunch period. A ten (10) minute wash-up period will also be allowed immediately preceding shift termination. Employees shall receive a fifteen (15) minute afternoon break during those times that the Department is working a four 10-hour day per week schedule

**SECTION 8:** Any employee, in-route to work, who for any reason is unable to reach his work site on time, shall notify his supervisor no later than fifteen (15) minutes after the shift starting time (one-half(1/2) hour during snow or ice emergency).

## **ARTICLE IX: PREMIUM RATES**

**SECTION 1: OVERTIME PREMIUM:** In accordance with the Fair Labor Standards Act, overtime premium pay (time and one-half (1 1/2)) will be paid for all hours worked in excess of forty (40) straight time hours per week, except that time off due to paid holidays, bereavement leave, vacation leave, personal leave, compensatory time, or sick leave with certification by a physician or other person licensed to practice medicine, shall be counted toward hours worked for the purpose of calculating the 40 hours per workweek.

All hours of work performed on any paid holiday listed in this Agreement will be paid at the applicable rate for those hours worked, plus straight time Holiday Pay at their regular classification rate.

**SECTION 2: NO PYRAMIDING OR DUPLICATION OF OVERTIME PREMIUM:** Overtime rates shall not be duplicated for the same hours worked under any of the terms of this 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 this Agreement.

### **SECTION 3: PROCEDURE FOR DISTRIBUTING OVERTIME:**

- (a) Overtime shall be offered and shared by qualified employees working within the same job classification. If no one is available within the classification, the Employer shall offer overtime to the head out qualified employee in the classification, or the head out qualified available labor (mechanics, auto service, outlying garages, etc.).
- (b) The Employer shall keep an up-to-date roster of all overtime worked in a convenient location and updated within 24 hours of overtime worked. Errors made in distribution of overtime worked shall be corrected at the next opportunity by offering affected employee(s) the opportunity to work out of turn. No makeup monetary payment will be provided, unless hours lost are not made up to affected employee(s) within one year. Compounding of overtime will not occur. Any intentional bypass by the Employer of overtime work shall result in instant payment for hours lost to the affected employee(s).
- (c) If for any reason the overtime is not desired by any employee who normally performs such work, the Employer may elect to assign the work to the youngest qualified employee in seniority.
- (d) The Employer will make a sincere and diligent effort to contact the next eligible employee on the applicable overtime roster at a workable telephone number

provided to the Employer by the employee. It will not be necessary for the Employer to contact the employee at any other telephone number unless requested by employee.

- (e) If unknown overtime develops on a job being performed by an employee(s) during his regularly scheduled shift, the employee(s) will be given first preference in continuing and completing work in his classification.

This section refers to construction jobs started and more time is needed on a daily basis. If overtime is to exceed more than one day, overtime shall be offered to next head out employee(s) in his classification.

Overtime developing for snow removal, after an employee's scheduled shift on his assigned route, will be offered to that employee, then the next head out employee within that classification, then refer to Section 3, paragraph (a).

- (f) The overtime roster shall be noted with the following designated codes reporting call-out overtime:

R - Refusal	NA- Not Available
UB – Union business	PD – Personal Day
LA – Leave of Absence	BD – Birthday
V - Vacation	SL – Sick Leave
WC – Workers Compensation	

**SECTION 4: COMPENSATORY TIME:** Employees shall have the option of receiving compensatory time in lieu of overtime pay. An Employee shall schedule the use of compensatory time with his supervisor in accordance with the Roads Division vacation scheduling procedure. Employees may accumulate compensatory time up to a maximum of 120 hours, which may be carried over from year to year. Compensatory time shall be used only in full-day increments; however, at the request of the employee, a balance of less than eight (8) hours of compensatory time may be applied to a scheduled vacation day with no penalty. Any balance of compensatory time shall be used prior to an employee's retirement.

### **ARTICLE X: JOB DESCRIPTION AND CLASSIFICATION**

All employees of Allegany County Roads Division have been classified as outlined in their Job Description and Classification, Appendix 1.

Should circumstances warrant the creation of a new job classification(s) in addition to those designated in Appendix 1, or if the Employer combines or changes the duties or requirements of an existing classification; the Employer will meet with Union representatives to discuss establishment of a rate for said job classification. If the parties are unable to agree upon

a rate, the Employer shall 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 this Agreement for other job classifications.

## **ARTICLE XI: HOLIDAYS**

**SECTION 1: HOLIDAYS:** The following days shall be recognized and observed as paid holidays:

New Year's Day	Independence Day	Day after Thanksgiving
M. L. King Day	Labor Day	Christmas Day
Good Friday	Veterans Day	Employees Birthday (8.0 hours)
Memorial Day	Thanksgiving Day	General Election Day in Presidential and County Election Years

Whenever any of the holidays listed in this Article shall fall on Saturday, the preceding Friday shall be observed as the holiday. Should any of these holidays fall on Sunday, the succeeding Monday shall be observed as the holiday.

By majority vote of the union membership at the beginning of the calendar year, another day may be designated as the holiday in lieu of Veterans Day. Such holiday must be designated in either November or December.

**SECTION 2: HOLIDAY PAY:** Should an observed holiday fall during an employee's vacation, he shall not be charged a vacation day for the holiday. All Holidays shall be paid at the rate of eight (8) straight-time hours except those occurring during the ten (10) hour day schedule. Holidays occurring during such ten (10) hour schedule shall be paid at the rate of ten (10) Straight-time Hours.

**SECTION 3: INELIGIBILITY:** An employee shall not be eligible for holiday pay while on workers' compensation. Any employee who reports off sick on two (2) or more occasions on the day preceding or following a defined holiday shall not receive wages for the holiday without providing evidence through a valid doctor's slip for being off the scheduled work day preceding or following a defined holiday, e.g., if holiday is on Friday, the employee reports off sick Thursday or the following Monday, wages shall be withheld for Friday if a valid doctor's slip is not provided.

## **ARTICLE XII: VACATIONS**

**SECTION 1:** Every employee who has been employed for a period of one year dating from the employee's date of hire shall be entitled to an annual vacation often (10) working days with pay.

In no event shall said vacation entitlement accrued be taken until the ninety (90) days probationary period has expired.

**SECTION 2:** Every employee who has been employed for a period of two (2) to five (5) years dating from the employee's date of hire shall be entitled to an annual vacation of ten (10) working days with pay

**SECTION 3:** Every employee who has been employed for a period of six (6) years to nine (9) years dating from the employee's date of hire shall be entitled to an annual vacation of fifteen (15) working days with pay.

**SECTION 4:** Every employee who has been employed for a period of time (10) to nineteen (19) years dating from the employee's date of hire shall be entitled to an annual vacation of twenty (20) working days with pay.

**SECTION 5:** Every employee who has been employed for a period of twenty (20) years or more dating from the employee's date of hire shall be entitled to an annual vacation of twenty-five (25) working days with pay.

1 year	6 days
2-5 years	10 days
6-9 years	15 days
10-19 years	20 days
20 years or more	25 days

**SECTION 6:** All vacations are given at the convenience of each department, and arrangements therefore must be made by each employee with his department head, but the requests of those employees having seniority shall be given preference. In the event that due to an emergency, an employee shall be recalled from vacation such employee shall be entitled to receive the unused portion of his vacation at his convenience thereafter.

**SECTION 7: VACATION PERIOD:** Written requests for weekly vacation must be submitted to the employee's supervisor a minimum of ten (10) calendar days prior to the beginning of the requested leave.

Employees shall be permitted to take no more than twelve (12) days (96 hours) of vacation each fiscal year (beginning July 1) in one (1) day increments. Requests for one (1) day of vacation must be made to the employee's supervisor forty-eight (48) hours prior to the beginning of the requested leave.

Employees may use up to eight (8) hours of accrued vacation leave in one- hour increments. Requests for this leave shall be processed pursuant to the procedure currently set forth in Article XII, Section 7.

Employees requesting vacation in two (2), three (3), or (4) day increments, must submit their vacation request to their supervisor five (5) calendar days prior to the beginning of the requested leave.

Vacation 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 8:** In the event of the death, resignation, or discharge of any employee who shall have qualified for vacation hereunder, said employee or his dependents shall be entitled to receive compensation for that portion of his vacation earned and not yet received by him. In computing the amount of vacation thus earned, each month of employment shall represent 1/12th of the total amount of vacation which the employee would have been entitled to had he worked the entire year in which said death, resignation or discharge occurred.

**SECTION 9:** The Roads Superintendent shall be responsible for establishing and maintaining accurate accounts of vacation time earned and taken by each employee in his department.

**SECTION 10:** No vacation time shall be earned during probationary employment, but after an employee has successfully completed the mid-point probationary evaluation, the first ninety (90) calendar days of employment shall be considered in calculating said employee's vacation privileges; and he shall be eligible to use vacation subject to the provisions of this article.

**SECTION 11:** Employees shall be entitled to earned vacation while on workers' compensation leave.

### **ARTICLE XIII: SICK LEAVE**

**SECTION 1: DEFINITION:** Sick leave is paid leave that is granted to each eligible employee who, by reason of sickness or by reason of injury or disability rising outside the scope of employment, is unable to work.

Sick leave may also be used for medical, optical, or dental examinations or treatments if the Employer is notified by the employee at least 48 hours in advance of the time of the appointment, except for emergencies, and subsequent proof of the examination or treatment is submitted on the County form signed by the Doctor upon return to work.

Such use of sick leave shall be limited only to time necessary for the examination or treatments unless additional time is specified by the physician on the County form.

Sick leave may also be used when quarantine by a physician is placed because of exposure to a contagious disease.



**SECTION 2: SICK LEAVE CREDIT AND ELIGIBILITY:** Sick leave credit shall be earned at the rate of four and sixty-two hundredths (4.62) hours per pay period. Employees will continue to earn sick leave credit while on Workers' Compensation. Every eligible employee shall be entitled to accumulate unused sick leave from year-to-year with no limit on the maximum amount of accumulation and to use all or part of the same for any illness. In the event of the death or retirement of any eligible employee who shall have qualified for such sick leave hereunder, said employee or his dependents shall be entitled to compensation for earned and accumulated sick leave in no event to exceed 100% of accumulated sick leave or one hundred and twenty (120) days, whichever is less.

- (a) An employee who has reported off duty due to illness shall give notice of time of return to duty to his department head.
- (b) No sick leave shall be allowed during the probationary period of employment, but after an employee has successfully completed the mid-point probationary evaluation the first ninety (90) calendar days of employment shall be considered in calculating said employee's sick leave for his first year's employment; and he shall be eligible to use sick leave subject to the provisions of this article.
- (c) If an employee is taken ill away from work, he shall communicate with the Roads Division within at least one-half (1/2) hour; otherwise, he will be counted as absent without leave unless satisfactory proof of unavoidable circumstances or conditions shall be established.
- (d) Employees may be required to produce a doctor's certificate in order to receive credit for sick leave pay after more than three (3) days illness. For a period of three (3) days or less, no such certificate shall be required. A doctor's certificate may be required of an employee at the Roads Superintendent's discretion when the employee does not eliminate after written warning what the Roads Superintendent has observed to be abuse of sick leave. Certificate must contain doctor's legible signature.
- (e) In case of an extended illness where an employee has exhausted his accumulated sick leave, all unused vacation may be taken. At the end of this time, if the employee is still absent from his job because of illness, a request for further leave without pay due to illness may be granted by the employer for a period no to exceed eighteen (18) months. Such further leave will end if the employee is allowed pension benefits or Social Security Benefits.
- (f) Any employee taken ill while on duty will be assisted in getting transportation home. Roads employees will be transported to the area garage to allow them to call for transportation to their home as quickly as reasonably possible.
- (g) Employees requiring immediate medical attention shall be taken to the nearest hospital/health facility offering emergency treatment.

**SECTION 3: MARYLAND SICK AND SAFE LEAVE ACT:** To the extent that any provision of this Article conflicts with the Maryland Sick and Safe Leave Act, an Employee shall be afforded all rights conferred pursuant to the Maryland Sick and Safe Leave Act.

## **ARTICLE XIV: OTHER LEAVE**

### **SECTION 1: BEREAVEMENT LEAVE:**

- (a) All employees covered by this Agreement shall be granted up to forty (40) hours off with pay for a death of the following immediate family members: mother, father, brother, sister, step-mother, step-father, spouse, child, and step-child. Up to twenty-four (24) or thirty (30) hours (depending on whether time is taken during 8 or 10 hour day schedules) shall be granted to an employee for the death of the following family members: step-brother, step-sister, grandparent, step-grandparent, grandchild, mother-in-law, father-in-law, immediate brother-in-law, and sister-in-law. Such hours must be clustered before, after, or around the day of the funeral. This funeral leave shall not be charged to vacation or sick leave, but shall be an addition thereto. Reasonable evidence of the death shall be furnished the Employer.
  
- (b) An employee shall not receive bereavement leave when it duplicates pay received for time not worked.

**SECTION 2: JURY DUTY:** In the event an employee is required to perform jury duty or serve as a witness under court subpoena/summons in a case to which he is not a party, he will receive his regular rate of pay for such time as he is required to be away from his job during his regularly scheduled hours of work. It is to be understood that this allowance covers only time lost while actually engaged in such court service, and no provision is made or intended to cover payment for time lost outside of regular working hours

On any day when an employee is serving on jury duty and is excused prior to 10:30 a.m., he must return to work for the balance of his scheduled shift in order to be compensated for such absence.

**SECTION 3: MATERNITY LEAVE:** Leave shall be granted for maternity in accordance with the Family and Medical Leave Act.

**SECTION 4: PERSONAL LEAVE:** Forty (40) Personal Leave hours will be granted to each full-time employee annually on a fiscal year basis and paid at the employee's regular straight time rate of pay. New hires will receive Personal Leave hours on a pro rata basis for the remainder of

the fiscal year in which they are hired. Whole days of Personal Leave may be taken if the employee notifies his supervisor at least one-half (1/2) hour prior to the start of his shift.

Personal Leave may be taken in one-hour increments when the employee notifies his supervisor the work day prior to the day in which the Personal Leave hours are taken

**SECTION 5: PHYSICAL EXAMS:** Employees shall be granted at least two (2) hours' time off with pay for the purpose of obtaining a DOT Physical Examination as required for maintaining the CDL License. This time off must be used on the day and for the purposes of the physical examination.

**SECTION 6: MILITARY SERVICE:** Any employee of the County, covered by the terms of this Agreement, who is a member of the National Guard or of any reserve component of the Armed Forces of the United States, will be entitled to a leave of absence without loss of time or annual sick leave or vacation rights during which he is engaged in the performance of military duty or training under official orders. While on such leave, said employee shall receive regular salary for a maximum of fifteen (15) calendar days per calendar year.

The County will comply with all legal obligations established by the Uniformed Services Employment and Re-employment Rights Act of 1994. Any employee leaving his County employment to serve in the Armed Forces of the United States, shall, upon being honorably discharged from the service and reporting for work within ninety (90) days after his discharge, be re-employed by the County, provided there is work for which he qualifies and to which he is entitled to be reinstated under the law. Seniority shall accumulate during the time spent in such service.

#### **SECTION 7: UNION LEAVE OF ABSENCE**

- (a) Notwithstanding other provisions of this Agreement, any employee elected or appointed as an employee of the Union shall be granted a leave of absence without pay and benefits if requested.
- (b) Such Union leaves of absence shall be for a period not to exceed one (1) year, but can be renewed by the Employer upon written request of the Union certifying the continuance of the reasons for the original leave.
- (c) Such Union leaves of absence shall not cause any loss of seniority.
- (d) Leaves of absence with pay shall be granted to attend and serve as delegates to conventions and organization conferences related to the Union for a maximum of thirty (30) man days per contract year. A forty-eight (48) hour written notice will be given the Employer before such leave is granted.

### **ARTICLE XV: HEALTH, WELFARE AND PENSION**

**SECTION 1: HEALTH INSURANCE:** During the term of this agreement, the County shall provide a health insurance plan, which includes no plan design changes, for all full-time employees and their dependents, in accordance with the following:

Employees hired prior to July 1, 2006, shall pay an employee health insurance premium of eight (8) per cent of the total cost per coverage level (i.e., 8% of family, husband/wife, parent/child, or individual coverage).

Employees hired on or after July 1, 2006, shall pay a health insurance premium of two (2) per cent of the total County cost for individual coverage, plus twenty-two (22) per cent of the total County cost for dependent coverage

**SECTION 2: LIFE INSURANCE:**

- (a) Life insurance for all active employees shall be provided by the Employer in the amount of \$25,000.00
- (b) Upon retirement, a death benefit of \$6,000.00 shall be given to an employee with at least ten (10) years of service and a death benefit of \$3000.00 to an employee with at least five (5) years but less than ten (10) years of service.

**SECTION 3: PENSION PLAN:** Effective July 1, 2006, the County will participate in the changes to the Maryland State Pension Plan.

**ARTICLE XVI: WAGES**

**SECTION 1:**

July 1, 2021	2% increase
July 1, 2022	2% increase
July 1, 2023	2% increase

The County is undergoing a salary study. In the event the salary study shows that Roads' members salaries are materially different from the recommendation under the salary study, either side may reopen the contract one time on the limited issue of wages only. For the purposes of this provision, a material difference shall be a deviation of five percent (5%) above or below the recommendation."

**SECTION 2:** The County will pay all employees bi-weekly. If a payday shall fall on a holiday, employees shall receive pay on the last day prior to the holiday.

**SECTION 3:** All employees whose regularly scheduled work shifts begin after 12 noon or before 6:00 a.m. shall receive a shift differential of \$.50 per hour. Shift differential shall not be

paid due to a temporary schedule adjustment caused by emergency conditions, snow plowing, overtime operations, etc.

**SECTION 4:** All employees required to work more than two (2) hours beyond their regular shift shall be given thirty (30) minutes off for a meal period without loss of pay and shall be reimbursed at the rate of fifteen dollars (\$15.00) per meal unless said meal is supplied by the Employer. If an employee is called in to work within four (4) hours after the end of his shift, he shall be entitled to a meal break and an allowance not to exceed fifteen dollars (\$15.00) after four hours of work.

**SECTION 5:** A full-time employee shall receive a "Non-Absence Incentive" equivalent to eight (8) hours regular pay upon completion of six (6) months of scheduled workdays without any absenteeism, tardiness, or use of sick leave

**SECTION 6:** The employer shall pay, on behalf of the employee, the difference in cost between a Commercial Driver's License (CDL) renewal and a regular Driver's License renewal.

**SECTION 7:** When an employee receives retroactive Workers' Compensation payment for the first three days of a reported injury, the County shall deduct from the employees next pay check, the three day payment made by the Employer to the employee.

**SECTION 8:** Mechanics qualified and certified eligible through OJT to weld or perform the job duties associated with welding, (including but not limited to any preparation or clean-up work, cutting, torching, grinding, etc.) more than two (2) hours in one day, shall receive a one dollar (\$1.00) per hour welding incentive for the day's work. All other Roads Division employees who weld more than two (2) hours in one day shall receive a one dollar (\$1.00) per hour welding incentive for the day's work. Mechanics shall weld only in the central garage and on equipment in the immediate area, unless needed to do so in an emergency situation.

All other Roads Division employees may help Mechanics weld and perform job duties associated with welding, after Mechanics are offered the welding work first.

**SECTION 9:** All Utilitymen who have acquired a Commercial Driver's License (CDL) will be upgraded to Operator I wages during snow removal operations pending all the following:

- (a) When shift starts at 5:00 a.m.
- (b) An operator assigned to the truck must have plowed a minimum four (4) hours.
- (c) A Utilityman must plow a minimum of two (2) hours.
- (d) A Utilityman who plows snow shall be paid in accordance with Section 11 of this Article.

**SECTION 10:** A Utilityman required to operate a Bucket, during a Bucket Truck operation or as a grounds person on the Asphalt Zipper shall be upgraded to and paid as an Equipment Operator I for the day he is assigned to perform in such capacity.

Utilitymen assigned as leaf vac hose operator and Utilityman assigned to pipe flusher hose operator shall receive the rate of Operator I pay for the time assigned in that capacity. Assignments shall be made on the basis of seniority at each garage location, as described in Sections 8 (b) and (c) above.

**SECTION 11: TEMPORARY UPGRADE AND ASSIGNMENTS:**

- (a) For temporary upgrades of thirty minutes or less, employees shall be paid at the higher rate only for time actually worked in the upgraded position.
- (b) For upgrades of more than thirty consecutive minutes, employees shall be paid the higher rate for the full shift.

**ARTICLE XVII SAFETY AND HEALTH**

**SECTION 1:** The Employer and the Union shall cooperate in the enforcement of safety. Should an employee feel that his work requires him to be in an unsafe or unhealthy situation, the matter shall be considered immediately by the employee's supervisor. If the matter is not adjusted satisfactorily, the grievance shall be processed in accordance with Article V, Grievance Procedure.

- (a) A Safety Committee shall be formed to review and discuss safety issues pertinent to Roads Division operations. Employee suggestions shall be submitted to the Roads Superintendent at least five (5) days prior to the next scheduled meeting. The committee shall meet four (4) times per year.
- (b) A Safety Awareness Program shall be developed through the Safety Committee, and the Employer agrees to involve the OJT and Safety Committee in the development of and specifications for the purchase of new equipment.

**SECTION 2:** If any employee is required to wear protective gear or any type of protective device as a condition of employment, same shall be furnished without cost to the employee by the Employer. The cost of maintaining the above protective clothing in proper working condition shall be paid by the Employer. Redistributed boots and head gear worn by employees shall be cleaned and disinfected before re-use. The Employer will provide appropriate protective uniforms for asphalt nozzle Operators and Mechanics.

**SECTION 3:** The Union and County shall recognize and abide by the occupational safety and health standards as recorded in the Maryland Occupational Safety and Health Laws, Article 89 Annotated Code of Maryland.

**SECTION 4:** For operations during emergency conditions, such as snow removal, ice removal, etc., there shall be two persons in every vehicle cab, a driver and a helper, if after notification sufficient employees are available to so man the vehicles. Under the above circumstances, bargaining unit personnel will be utilized unless none are available. Whether emergency conditions exist requiring snow removal, ice removal, or use of trucks due to dangerous weather or other conditions shall be reasonably determined by the Employer. Mechanics and auto shop personnel may be utilized for such assignment under these circumstances at the discretion of management.

**SECTION 5:**

(A) Each existing (1995) Mechanic has already received up to \$500 for the purchase of new tools for use in his work. Each existing (1995) Mechanic will be reimbursed an additional \$200 for the purchase of new tools for use on County Roads Division work. Conditions are;

- (a) No multiple reimbursement to the same person.
- (b) Approval of purchase by Management
- (c) If a person leaves the County employment in less than two (2) years, they must return all tools purchased or reimburse the County the purchase cost.
- (d) After two (2) years of employment, no reimbursement or return of tools required.
- (e) Each employee shall be responsible for the tools purchased, and they will be required to replace any tools lost or damaged by negligence at their cost.
- (f) A list of assigned tools shall be maintained in the Roads Division office.

(B) Any Mechanic hired after 1995 will be reimbursed up to \$700 after their probationary period for the purchase of new tools for use on County Roads Division work based on the conditions set forth in the above Section 5(a).

**SECTION 6:**

(a) Each Roads Division employee shall be granted a shoe voucher up to the amount of two hundred fifty dollars (\$250.00) for the purchase of steel-toed, OSHA approved safety shoes. Said shoes shall be in accordance with the County policy and worn by the employee during the performance of his job duties. The County has the right to designate the vendor for said shoes. Provision of shoe vouchers shall not be subject to completion of the probationary period.

When purchasing OSHA approved safety shoes, employees may purchase additional work related items (coveralls, gloves, work clothing, work jacket etc.) from the approved vendor up to the ~~\$200.00~~ \$250.00 limit. All purchases must be made on the same date and OSHA approved safety shoes MUST be one of the purchases.

- (b) Roads Division employees shall be provided a five hundred dollar (\$500) per year clothing allowance, to be paid in quarterly increments of one hundred twenty five dollar (\$125) allotments on the first pay period of each quarter.
- (c) The shoe voucher provided to employees under subsections (a) and (b) above must be used while an employee is still in the employ of the Allegany County Roads Division.

Mechanics shall be provided ten (10) sets of uniforms which shall be laundered by the Employer.

### **ARTICLE XVIII: BULLETIN BOARDS**

The Employer will maintain glass enclosed bulletin boards for the mutual use of the Employer and the Union. However, no material offered for display by the Union shall be posted until first approved for such purpose in writing by the highest ranking officer of the Union. Any notice must be approved by the Employer prior to posting.

### **ARTICLE XIX: NON DISCRIMINATION**

**SECTION 1:** No employee or new hire will be discriminated against in accordance with Title VII of the Civil Rights Act and/or other applicable Federal and State Laws, Amendments, or Executive Orders.

**SECTION 2:** No employee eligible for membership shall, in any manner, be discriminated against, coerced, restrained, or influenced on account of being a member of the Union or of being an officer therein or participating in legitimate Union activities. Union agrees that no employee eligible for membership who elects not to become a member of the Union shall, in any manner, be discriminated against, coerced, restrained, or influenced, except as set forth in Article I, Section 3.

### **ARTICLE XX: SUPERVISORY PERSONNEL**



Supervisors and foremen shall not perform work of any job classification of the bargaining unit which causes a bargaining unit employee to lose pay, including overtime pay, to which he would be entitled under this Agreement, except when it is necessary to test, demonstrate, or instruct employees in the use of new materials or new methods of operation, or when operational difficulties are encountered.

#### **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 or 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 this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that 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: TERMINATION, CHANGE OR AMMENDMENT**

This Agreement, shall become effective July 22, , 2021, and remain in full force and effect until June 30, 2024. It shall be automatically renewed from year to year, thereafter, unless either party shall give the other party written notice of desire to terminate, modify, or amend this Agreement. Such notice shall be given the other party, in writing, by Registered Mail not less than ninety (90) days prior to June 30, 2024.

#### **ARTICLE XXIII: INVALIDATION**

Should any Article, Section or portion thereof, of this Agreement, be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall only apply to the specific Article, Section, or portion thereof directly specified in the decision; provided, however, that upon such decision the parties agree, as soon as practical, to negotiate a substitute for the invalidated Article, Section or portion thereof.

#### **ARTICLE XXIV: LABOR MANAGEMENT**

**SECTION 1:** In the event the CALM organization is restructured and provides the level of service to the County it did in the past, the Employer and Union shall participate with that process.

**SECTION 2:** The County agrees to reimburse employees for job related classes or training taken outside of the job site subject to prior approval and reasonable restrictions imposed by the Employer.

#### **ARTICLE XXV: ALCOHOL AND DRUG TESTING**

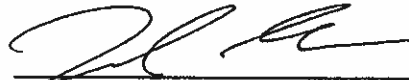
All County employees are subject to probable cause and post-accident testing. However, those employees having job related Commercial Driver's License (CDL) and holding safety sensitive positions will be required to submit to random drug and alcohol testing in accordance with a policy applicable to all similar County employees.

#### **ARTICLE XXVI: PAYROLL DEDUCTIONS**

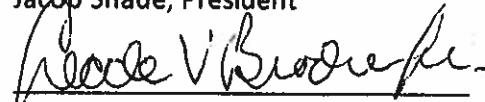
The Employer will provide payroll deduction capability for voluntary employee participation in the AFSCME People Committee. Such payroll deduction capability may be combined with that set forth in Article I, Section 2, of this Agreement and the proceeds thereof paid directly to the Union. The Employer shall not be responsible to the employee for the use of payment of such funds by the Union.

**IN WITNESS WHEREOF**, the Board of County Commissioners of Allegany County, Maryland, the Employer, and the Maryland Public Employees Council 67, AFSCME, AFL-CIO and Local 1633, AFSCME, AFL-CIO, the Union, have caused this Agreement to be executed in their respective names and attested by their duly authorized officers, this 22nd day of July, 2021.

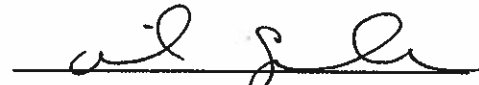
**BOARD OF COUNTY COMMISSIONERS OF ALLEGANY COUNTY, MARYLAND**



Jacob Shade, President



Creade V. Brodie Jr, Commissioner

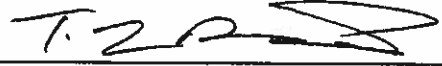


David J. Caporale, Commissioner

**ATTEST:**

BY: 

Jason Bennett, CPA, County Administrator  
Allegany County, Maryland

BY: 

T. Lee Beeman, Jr., Esq  
County Attorney

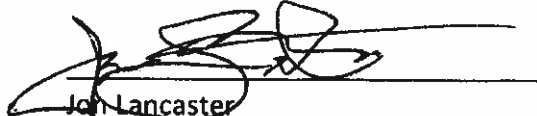
**MARYLAND PUBLIC EMPLOYEES COUNCIL 67, AFSCME, AFL-CIO**



Carroll E. Braun, AFSCME Council 67  
Staff Representative



Jack Davis, President

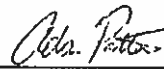


Jon Lancaster



George Hansrote

Witnesses to all signatures:



Adam Patterson



Kristi Liller

## **UTILITY TRAINEE** **(During Probationary Period)**

### **GENERAL DEFINITION OF WORK**

This is a semi-skilled laborer position. An employee in this class, under the general supervision of a foreman, utilityman, or equipment operator, assists in the construction and maintenance of the County Roads system. Performance is evaluated by observance and on-the-spot corrections are made.

### **ESSENTIAL TASKS**

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

Employees in this class perform manual labor work necessitating the use of a variety of routine and common tools and equipment involved in the maintenance of roads, bridges, and other facilities.

The duties of a utility trainee are: digs ditches; cuts and burns brush; cleans out drainage pipes; performs potholing and patching; lays pipe; picks up roadside refuse and litter; helps move and set bridge steel and flooring, paints bridges; assists in snow removal; spreads abrasives and performs related tasks and acts as helper to other more highly skilled workers.

Performs unskilled and semi-skilled tasks in connection with the general maintenance of routine and simple equipment, buildings, grounds, and other such facilities; performs a variety of tasks and operates a wide variety of hand tools and other equipment, e.g., pumps, lawn mower, chain saw, weed eater, brush saw, brush chipper, tamper, jackhammer, compressor, man lifts (for training purposes), riding lawnmowers, etc.; and performs other assigned duties within the job classification.

### **REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES**

Knowledge of hand tools and miscellaneous construction equipment including use, care, and maintenance; and of common safety practices. Ability to: understand and follow oral instructions and be willing to learn to operate trucks and heavy equipment; pass physical examination(s), perform manual tasks requiring physical strength and endurance, and lift and carry a minimum 75 pound object.

### **MINIMUM EXPERIENCE, TRAINING, AND EDUCATION**

High school graduation or equivalent, be able to read and write English, and be supplemented by six (6) months of experience in general labor work.

A comparable amount of training and experience may be substituted for the minimum qualifications.

## **REQUIRED LICENSES AND CERTIFICATIONS**

Possession of a valid Commercial Driver's License (CDL) at the appropriate class and with the necessary endorsements to operate equipment required in this classification.

## **PHYSICAL REQUIREMENTS**

Ability to: pass physical examination(s); perform manual tasks requiring strength and endurance; Lift and carry a minimum 75 pound object. Non-exempt

Rev. 08/10

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

## UTILITY

### GENERAL DEFINITION OF WORK

This is a skilled laborer position. An employee in this class, under the general supervision of a foreman or equipment operator, assists in the construction and maintenance of the County Roads system. Performance is evaluated by observance and on-the-spot corrections are made.

### ESSENTIAL TASKS

(These are intended only as illustrations of the various types of work performed, The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

Performs manual labor work necessitating the use of a variety of routine and common tools and equipment involved in the maintenance of roads, bridges, and other facilities. In addition to the duties of utility trainee, digs ditches; cuts and burns brush; cleans out drainage pipes.

Performs potholing and patching; spreads shale and shovels crushed stone in road resurfacing or Re-patching; pours and spreads heated asphalt; builds head walls; lays pipe; picks up roadside refuse and litter.

Helps move and set bridge steel and flooring, paints bridges; assists in snow removal; raises and lowers snow plow; spreads abrasives and performs related tasks and acts as helper to other more highly skilled workers.

Performs semi-skilled tasks in connection with the general maintenance of routine and simple equipment, buildings, grounds and other such facilities; performs a variety of tasks and uses tools and operates equipment.

As assigned to tool room stores, maintains and issues tools and equipment and maintains records of same, and performs other assigned duties within the job classification.

Operates a wide variety of hand tools and other equipment, e.g., pumps, lawn mower, chain saw, weed-eater, brush saw, brush chipper, AMZ, tamper, jackhammer, compressor, man lifts, riding lawnmowers, etc.; operates all straight frame trucks with single or multiple rear wheels under 26,000 lb. GVW rating and/or all vehicles not classified as commercial vehicle for general hauling, delivery, and unloading of materials, not including snow removal.

Fills in as temporary worker in higher classification when called upon to do so on a temporary basis provided employee has obtained proper training and is certified eligible through the OJT Committee.

For satellite garages, if assigned by management, may function as a working crew leader including operating equipment (certified eligible through the OJT Committee) for four or more employees at the entry level foreman pay grade.

## **REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES**

Knowledge of hand tools and miscellaneous construction equipment including use, care for, and maintenance of and common safety practices. Ability to understand and follow oral instructions and be willing to learn to operate trucks and heavy equipment. Ability to read and write English

## **MINIMUM EDUCATION AND EXPERIENCE**

High school graduation or equivalent supplemented by one (1) year of experience in general labor work.

A comparable amount of training and experience may be substituted for the minimum qualifications.

## **PHYSICAL REQUIREMENTS**

Ability to: pass physical examination(s); perform manual tasks requiring physical strength and endurance; and lift and carry a minimum 75 pound object.

## **SPECIAL REQUIREMENTS**

Possession of a valid Commercial Driver's License (CDL) at the appropriate class and with the necessary endorsements to operate equipment required in this classification.

Non-Exempt

Rev. 12/96, 08/10

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

## **EQUIPMENT OPERATOR I**

### **GENERAL DEFINITION OF WORK**

This is skilled motor equipment operations work. An employee in this class under general supervision of a foreman, district supervisor, or a higher class equipment operator, operates dump trucks and highway maintenance equipment and performs maintenance work and other assigned duties. Work is evaluated by observation of work habits.

### **ESSENTIAL TASKS**

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

Operates all utility equipment: dump truck, bucket truck, water truck, truck with plow or buckeye, non-computerized asphalt distributors - front and/or rear, rubber tire wheel loaders, rubber tire wheel backhoe loaders (loading trucks with front bucket, salt and skid only), street sweeper, all vibrating and static compaction rollers, utility and farm tractors and/or specialized attachments including multiple mowing heads, auger drills, etc.

Operates all straight frame trucks with single or multiple rear axles and medium size construction equipment and operates all vehicles and trucks listed under Commercial Driver's License Class B from 10,000 lb. to 65,000 lb. GVW rating for all intended purposes and towing trailer less than 10,000 lb. GVW rating and other road maintenance equipment.

In addition to the duties of Utility, Equipment Operator I: hauls personnel, sand, gravel, shale and refuse; plows snow; applies abrasives to roads; performs preventive maintenance on assigned equipment; cuts and trims roadside vegetation including grass cutting operations; cleans ditches and culverts; provides traffic control and installs traffic control devices; participates in the repair and maintenance of bridges, County facilities, buildings, and other structures. May act as a crew leader and/or working supervisor to small crew of road workers (three including oneself); keeps time and material reports; assists in maintenance and operation of roads; and performs other duties as required applicable to his job description. For satellite garages, if assigned by management, may function as a working crew leader including operating equipment (certified eligible through the OJT Committee) for four or more employees at the entry level foreman pay grade.

### **REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES**

Knowledge of the operations of and care for trucks and highway maintenance equipment, traffic regulations and practices and safe operating limits of the equipment; ability to maintain the appearance of the assigned vehicle and perform minor maintenance functions, e.g. adding oil, lubricating equipment, checking oil and fluid levels in equipment, and replacing fuses;



must be willing and able to establish and maintain good working relations with fellow workers, supervisors and the public; and have the skill in the operations of trucks and other road maintenance equipment and performance of other duties within the job classification. Ability to read and write English.

#### **MINIMUM EDUCATION AND EXPERIENCE**

High school graduation or equivalent supplemented by two years of experience in the operation of trucks and equipment, preferably in conjunction with road maintenance operations. Training in the area of personnel supervision desirable.

A comparable amount of training and experience may be substituted for the minimum qualifications.

#### **PHYSICAL REQUIREMENTS**

Ability to: pass physical examination(s); perform manual tasks requiring physical strength and endurance; and lift and carry a minimum 75 pound object.

#### **SPECIAL REQUIREMENTS**

Possession of a valid Commercial Driver's License (CDL) at the appropriate class and with the necessary endorsements to operate equipment required in this classification.

Non-Exempt

Rev. 12/96, 08/10

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

## **EQUIPMENT OPERATOR II**

### **GENERAL DEFINITION OF WORK**

This is skilled motor equipment operations work at an advanced level. An employee in this class, under general supervision of a foreman or district supervisor, operates dump trucks and medium- and heavy-duty road repair and maintenance equipment and performs related duties as required. Work is evaluated by observation of work habits.

### **ESSENTIAL TASKS**

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

Operates all Utility and Equipment Operator I equipment: in addition to heavy equipment such as Class A multiple rear axle tractor and trailers, all trailers over 10,000 GVW rating, grader, track loader, track excavator, road scraper, off-road dump truck, truck mounted crane and truck, computerized distributor (entire unit), Gradall, rubber tire wheel backhoe loader (rear attachments), motorized paver, motorized stone spreader, utility and farm tractors including boom mower, and other heavy equipment.

In addition to the duties of Utility and Equipment Operator I, Equipment Operator II: performs road maintenance and construction work associated with road operations and maintenance, loads and hauls equipment; participates in the repair, maintenance, and construction of bridges, County facilities, buildings, and other structures. May act as crew leader and/or working supervisor to small crew of road workers (three including oneself; keeps time and material reports; assists in maintenance and operation of roads; and performs other duties as applicable to his job description. For satellite garages, if assigned by management, may function as a working crew leader including operating equipment (certified eligible through the OJT Committee) for four or more employees at the entry level foreman pay grade.

### **REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES**

Knowledge of the operations of and care for all County roads equipment including trucks and highway maintenance equipment. Good knowledge of traffic and highway safety rules, precautionary measures necessary to avoid accidents and hazards involved in the use of heavy equipment and the necessary safety precautions to be taken.

Ability to: skillfully operate all equipment and perform preventive maintenance thereon; satisfactorily handle and complete all road operations and maintenance work as required; make minor repairs and minor adjustments to equipment and/or assist mechanics in repair of equipment; and perform manual labor. Ability to read and write in English.

## **MINIMUM EDUCATION AND EXPERIENCE**

High school graduation or equivalent supplemented by three years of experience in the operations of trucks and heavy equipment. Additional education, e.g., supervisory courses, correspondence courses, computer skills, etc., are desirable.

A comparable amount of training and experience may be substituted for the minimum qualifications.

## **PHYSICAL REQUIREMENTS**

Ability to: pass physical examination(s); perform manual tasks requiring physical strength and endurance; and lift and carry a minimum 75 pound object.

## **SPECIAL REQUIREMENTS**

Possession of a valid Commercial Driver's License (CDL) at the appropriate class and with the necessary endorsements to operate equipment required in this classification.

Non-Exempt

Rev. 12/96, 08/10

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

## **AUTOMOTIVE MECHANIC I**

### **GENERAL DEFINITION OF WORK**

This is a semi-skilled position. An employee in this class under direct supervision of the Equipment and Shop Supervisor or assistant or designated mechanic, performs variety of semi-skilled tasks involving the servicing of motor vehicles and maintenance of facilities, and assists skilled mechanic in more complicated maintenance or repair functions in order to learn the proper procedures. Work is evaluated on a daily basis by supervisor or the assigned supervisory mechanic on a project basis.

### **ESSENTIAL TASKS**

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

Receives on-the-job training in the maintenance and repair of various types of motor vehicles and equipment by assisting and observing qualified mechanics in the performance of overhauls and repairs; assists in the dismantling of trucks and road maintenance equipment.

Performs standard motor vehicle services such as lubricating, fueling, cleaning, changing oil, washing parts, greasing parts, checking fluid levels, and anti-freeze for content.

Checks, changes, and makes minor repairs to tires; installs belts, batteries; changes tires on passenger cars and light trucks and assists mechanic with heavy trucks and equipment. Cleans and cares for tools, shop facilities, and equipment;

Performs minor body repairs; keeps simple records and makes written reports on equipment, as required.

Works with road crews during snow clearance and other projects.

### **REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES**

Knowledge of: standard practices, methods, processes, materials, tools and equipment of automotive servicing; proper use, care and maintenance of various standard hand tools and equipment; and basic principles of operation and construction of gasoline-powered and diesel-powered engines. Ability to: assist mechanic in repairs and learn the automotive trade; use standard hand tools and equipment in the performance of routine automotive services and functions; learn basic mechanical concepts; accept directions, work with other employees and keep simple records and make written reports. Provides his own standard, basic mechanics tools necessary to perform his job duties. Ability to read and write English.

## **MINIMUM EDUCATION AND EXPERIENCE**

Graduation from high school or equivalent and one year of experience in the operation of roadway maintenance equipment or trucks. Must have experience in operating vehicles with standard (manual) transmission. Must be willing to complete the in-house on-the-job training program and the specified levels of training necessary to become an automotive mechanic. Associates Degree in Automotive Technology or equivalent and computer skills desirable.

A comparable amount of training and experience may be substituted for the minimum qualifications.

## **PHYSICAL REQUIREMENTS**

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, and handle or feel objects and controls. Physical capability to effectively use and operate various items of office related equipment, such as, but not limited to a, personal computer, calculator, copier, and fax machine. Significant standing, walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, handling, pushing, and pulling. Ability to lift up to 100 pounds.

## **SPECIAL REQUIREMENTS**

Possession of a valid Commercial Driver's License (CDL) at the appropriate class and with the necessary endorsements to operate equipment required in this classification.

Non-Exempt

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Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

## **AUTOMOTIVE MECHANIC II**

### **GENERAL DEFINITION OF WORK**

This is a skilled position. An employee in this class under general supervision of the Equipment and Shop Supervisor(s) or assistant performs a variety of tasks and duties involving the diagnosis, maintenance, and repair of trucks and highway maintenance equipment, and the application of methods and techniques used in the automotive mechanic craft on passenger cars, light trucks, heavy trucks, and heavy equipment.

### **ESSENTIAL TASKS**

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

Performs major and minor motor repair and replacement work and performs truck and equipment safety inspections in accordance with Federal and/or State laws. Installs, disassembles, cleans, repairs, replaces parts; reassembles and tests a variety of drive train equipment and engine components; installs rings and bearings and effects proper adjustment; overhauls and repairs carburetors, transmissions, and clutches; checks alignment of wheels and adjusts and installs brakes; changes tires; performs electrical installation and repair work on equipment such as batteries and terminals, lights, turn signals, and fuses. Installs and repairs exhaust systems; installs and repairs engine components; performs maintenance and repair work and tests equipment during road calls. May do welding, cutting, and fabricating on tools or parts for trucks, equipment, and facilities; performs major and minor body repairs; straightens frames, fenders, etc. Responds to road calls and makes emergency repairs to disabled vehicles and equipment. May work with road crews as required during snow clearance and other projects. Performs related work as required.

### **REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES**

Considerable knowledge of the construction, assembly, adjustment, diagnosis, and maintenance of a wide variety of trucks and equipment. Knowledge of the proper use, care, and maintenance of equipment and tools. Working knowledge of: gasoline and diesel powered engines and the automotive trade. Capable of and experience in moving trucks and equipment. Willingness and ability to assist other members of the County Roads Division or Allegany Transit in other types of work. Ability to: operate electronic and mechanical testing equipment used in the automotive industry; and keep records of repair and service operations. Provides own standard, basic mechanics-type tools necessary to perform his job duties. Ability to read and write English.

## **MINIMUM EXPERIENCE, TRAINING, AND EDUCATION**

Completion of high school, supplemented by two (2) years of skilled experience as an Automotive Mechanic I with the County or five (5) years of skilled experience as an automotive mechanic outside the County; or preferably high school graduate with vocational classes and completion of an apprenticeship in automotive mechanics.

Associates Degree in Automotive Technology or equivalent, specialized courses in automotive diagnosis, maintenance, repair, and/or inspection, and/or computer skills desirable.

A comparable amount of training and experience may be substituted for the minimum qualifications.

## **PHYSICAL REQUIREMENTS**

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, and handle or feel objects and controls. Physical capability to effectively use and operate various items of office related equipment, such as, but not limited to a, personal computer, calculator, copier, and fax machine. Significant standing, walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, handling, pushing, and pulling. Ability to lift up to 100 pounds.

## **SPECIAL REQUIREMENTS**

Possession of a valid Commercial Driver's License (CDL) at the appropriate class and with the necessary endorsements to operate equipment required in this classification.

**Non-Exempt**

Rev. 12/96, 08/10

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

APPENDIX II: WAGES

Hourly Union Employees  
 FY 2022  
 Wage Adjustment  
 ROADS  
 RATES EFFECTIVE 07/22/2021

	07/22/21	07/01/22	07/01/23
	2.00%	2.00%	2.00%
JOB TITLE	HOURLY RATE	HOURLY RATE	HOURLY RATE
Utilityman Trainee	\$19.58	\$19.97	\$20.37
Utilityman	\$19.58	\$19.97	\$20.37
Equipment Operator I	\$20.70	\$21.12	\$21.54
Equipment Operator II	\$22.14	\$22.58	\$23.03
Automotive Mechanic I	\$20.70	\$21.12	\$21.54
Automotive Mechanic II	\$22.14	\$22.58	\$23.03