

LABOR-MANAGEMENT AGREEMENT

BETWEEN

**LOCAL 1521 C,
AMERICAN FEDERATION
OF STATE, COUNTY, & MUNICIPAL
EMPLOYEES UNION**

911 JOINT COMMUNICATIONS DIVISION

AND

**ALLEGANY COUNTY COMMISSIONERS
701 KELLY ROAD, SUITE 407
CUMBERLAND, MD 21502**

**EFFECTIVE
JULY 1, 2021 UNTIL JUNE 30, 2024**

TABLE OF CONTENTS

Article 1: Union Recognition/Security/Indemnification -----	2
Section 1: Recognition -----	2
Section 2: Deduction of Dues-----	2
Section 3: Definition of Employees-----	2
Section 4: Indemnification-----	2
Section 5: Subcontracting-----	3
Article 2: Union Stewards and Representation -----	3
Section 1: -----	3
Section 2: -----	3
Article 3: Managements Rights-----	3
Section 1:-Management Rights-----	3
Section 2: Work by Supervisors-----	3
Article 4: Grievance and Arbitration Procedures-----	3
Section 1: Definition of Prompt Filing-----	3
Section 2: -Procedure-----	4
Section 3: Time Limits-----	4
Section 4: Arbitration Procedure-----	4
Section 5: Code of Public Local Laws-----	5
Section 6: General Provisions-----	5
Article 5: Discipline and Discharge-----	6
Article 6: No Strike-----	6
Article 7: Seniority-----	6
Section 1: Definition-----	6
Section 2: Probationary Employee-----	6
Section 3: Application of Seniority-----	7
Section 4: Termination of Seniority-----	7
Section 5: Work Outside the Bargaining Unit-----	8
Section 6: Reduction of Force-----	8
Section 7: Recall to Employment-----	8
Section 8: Posting-----	8
Section 9: Bargaining Unit Supervisors-----	9
Section 10: Voluntary Demotion-----	9
Article 8: Job Description and Classification-----	9/10
Article 9: Hours of Work and Overtime-----	10
Section 1: Work Schedule-----	10
Section 2: Work Day-----	11
Section 3: -Work Week-----	11
Section 4: Overtime Premium-----	11
Section 5: No Pyramiding or Duplication of Overtime Premium-----	12
Section 6: Work Schedule Posting-----	12
Section 7: Meal Breaks-----	12
Section 8: Work Outside of Allegany County-----	12
Section 9: Covering Vacant Shifts-----	12
Section 10: Call in-----	13

Article 10: Holidays with Pay	14
Section 1: Holiday Observed	14
Section 2: Holiday Falling During Vacation Period	14
Section 3: Holiday Pay	14
Section 4: Holiday Pay Eligibility	14
Section 5: Ineligibility	15
Article 11: Personal Leave	15
Article 12: Vacations	15
Section 1: Vacation Schedule	16
Section 2: Eligibility	16
Section 3: Vacation Pay	16
Section 4: Vacation Period	16
Article 13: Sick leave	17
Article 14: Other leave	18
Section 1: Bereavement Leave	18
Section 2: Jury Duty	19
Section 3: Administrative Leave / Administrative Suspension	19
Section 4: Maternity Leave	19
Section 5: Compensatory Leave	19
Section 6: Union Leave of Absence	19
Article 15: Military Leave	20
Section 1:	20
Section 2:	20
Article 16: Health Welfare and Pension	21
Section 1: Health Insurance	21
Section 2: Life Insurance	21
Section 3: Pension Plan	21
Article 17: Wages	21
Section 1: Wages	21
Section 2: Union Insurance Plan	21
Section 3: Bi-Weekly Pay	21
Section 4: Shift Differential	22
Section 5: Non-Absence Incentive	22
Section 6: Certified Training Officer Incentive	22
Section 7: Supplemental Assignment Incentive	22
Article 18: Safety and Health	23
Section 1: Safety	23
Section 2: Uniform Allowance	23
Section 3: Alcohol and Drug Screening	23
Article 19: Bulletin Boards	23
Article 20: Non-discrimination	24
Article 21: Termination Chand or Amendment	24
Article 22: Waiver of Entire Agreement	24
Article 23: Invalidation	25
Article 24: Staff Meeting	25
Signature Page	26

AGREEMENT

This Agreement, 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 #1521C (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 991 Joint Communications Division of the Allegany County Department of Emergency Management (hereinafter "911 Joint Communications Division").

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

WHEREAS the parties hereto have come to an agreement regarding wages, hours, working conditions, and other conditions of employment.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That, in consideration of the premises and the stipulations hereinafter set forth, the parties hereto covenant and agree as follows:

PURPOSE

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.

Items not expressly contained in this Agreement will remain the prerogative of the Employer. All terms of this Agreement will be subject to applicable provisions of the code of the Public Local Laws of Allegany County.

ARTICLE I:
UNION RECOGNITION/SECURITY/INDEMNIFICATION

SECTION 1: RECOGNITION:

The Employer recognizes Local 1521C of Maryland Public Employees Council No. 67, American Federation of State, County, and Municipal Employees, as the sole and exclusive bargaining agent of the employees covered by 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, and as certified to the Employer by a proper official of the Union, the Employer will honor and comply with written authorization for deduction of regular bi-weekly dues from the pay of employees who choose to become members of the Union. Prior to any dues being deducted, the Union will provide written authorization individually signed by the employee who is a member of the Union and if they comply with all applicable State and Federal laws. The Union shall furnish to the Employer the individually signed deduction authorization/AFSCME Membership Card for each Employee who is a member of the Union.

Such withholdings shall be transmitted to the American Federation of State, County and Municipal Employees, AFL-CIO, Council 67 not later than the 15 days after the first day of the succeeding month. Deduction shall be made via electronic fund transfer to the account authorized by the Comptroller of AFSCME Council 67. Membership list and bargaining unit list 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.

SECTION 3 : DEFINITION OF EMPLOYEES:

The term "employees" as used in this Agreement shall mean all full-time employees and bargaining unit supervisors of the 911 Joint Communications Division, exclusive of office, administrative, clerical, janitorial and all supervisory employees, with authority to hire, discharge, promote, discipline, or otherwise affect changes in the status of the employees or the Employer (County Commissioners of Allegany County).

SECTION 4 : INDEMNIFICATION:

The Union agrees to indemnify and save the Employer harmless against any and all claims, demands or other forms of liability whatever that shall arise out of or by reason of action taken or not taken in connection with the agreements or for the purpose of complying with all the sections of this Article.

SECTION 5: SUBCONTRACTING:

The Employer will not contract out or subcontract any public work performed by members of the bargaining unit. Public work shall include the duties of the members of the bargaining unit as presently performed and as stipulated in the existing job descriptions.

ARTICLE II:
UNION STEWARDS AND UNION REPRESENTATION

SECTION 1:

The Employer recognizes and shall deal with the accredited Union Steward, or his designee, and the Union President in all matters relating to grievance and interpretation of this Agreement.

SECTION 2:

One Union Steward shall be designated for the employees. Such Union Steward, or his designee, shall be granted reasonable time off during working hours to investigate and settle grievances by his immediate supervisor without loss of pay.

Such time off shall be granted as soon after the request is made as is reasonable and in such a manner which the supervisor feels will cause the least interference with the operations of the County work involved.

The Union Steward shall be permitted, when scheduling requires and the Employer and Union Steward consent, to investigate and settle grievances outside of his scheduled working hours. In the event that the Union Steward shall investigate and settle grievances outside of his scheduled working hours, he shall be paid at his hourly rate or, in the event he is working in excess of his forty-hour workweek, at the rate of time + half. **ARTICLE III:**

MANAGEMENT RIGHTS

SECTION 1: MANAGEMENT RIGHTS:

The direction of the working forces, including but not limited to the right to plan, direct, and control the operations or services performed in the County, to employ, promote, reclassify, and to transfer, suspend, discipline and discharge, for "just cause", and to decide the methods and schedules of work, are vested exclusively in the Employer subject to the expressed provisions of this Agreement. Items not expressly contained in this Agreement will remain in the prerogative of the Employer.

SECTION 2: WORK BY SUPERVISORS:

Supervisors not in the bargaining unit 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 management's judgment, circumstances require intervention by a supervisor to protect life or public or private interest.

ARTICLE IV:
GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1: DEFINITION AND PROMPT FILING:

For the purpose of this Agreement, the term "grievance" is a difference of opinion between an employee or employees and the Employer. Grievances must be presented within ten (10) working days after the date of occurrence or the date on which the conditions causing the

grievance become known. In the case of a grievance being filed on an occurrence which becomes known more than ten (10) working days after the occurrence, no grievance will be presented more than ninety (90) working days after the event giving rise to the grievance.

Grievances including a claim of unjust discharge or discipline or violation of the Seniority Article must be presented in ten (10) working days by filing a written grievance in Step 2.

SECTION 2: PROCEDURE: Grievances shall be processed in the following manner:

STEP 1: If an employee believes he has a grievance, the Union Steward or designee, along with the complaining employee, shall discuss the complaint with the Chief of 911 Joint Communications within five (5) working days after notification of the grievance. The Chief of 911 Joint Communications Division shall endeavor to adjust the matter and shall respond to the Union Steward within five (5) working days.

STEP 2: If the Union wishes to appeal the Chief of 911 Joint Communications Division's answer in Step 1, the Union may file a written appeal stating the reason for the appeal, in addition to the alleged contractual provision the Union believes the Employer violated.

The appeal must be presented within ten (10) working days from the Chief of 911 Joint Communications Division's written answer in Step 1. A hearing will be held within ten (10) working days, between the employee, the Union Steward or designee, and the Director of Human Resources or designee. The Employer will answer the grievance in writing within ten (10) working days after the Step 2 meeting.

STEP 3: If the Union is not satisfied with the Employer's answer in Step 2, the Union shall notify the Director of Human Resources in writing of the Union's desire to refer the grievance to Arbitration. The grievance will then be referred to arbitration as outlined below. Appeals must be made within ten (10) working days after receipt by the Union of the Employer's final answer in Step 2.

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. If the Employer does not answer a grievance or an appeal of a grievance at Step 2 or above within the specified time limit, the grievance remedy shall be awarded to the employee and Union as specified in the grievance. The time limit in each step may be extended by mutual written agreement of the Employer and the Union representatives involved in each step. The term "working days" as used in this Article shall mean the days Monday through Friday, inclusive.

SECTION 4: ARBITRATION PROCEDURE:

Upon receipt of notice 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 seven (7) 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 this 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 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 more than ninety (90) working days prior to the date that the grievance was first filed. The expenses of the arbitrator, including his fee, shall be shared equally by the Employer and the Union.

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 applicable work rules, job classifications, and rates of pay as established by this Agreement.

SECTION 5: CODE OF PUBLIC LOCAL LAWS:

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 6: GENERAL PROVISIONS:

(a) Any employee participant in the grievance procedure (excluding arbitration proceedings) shall not suffer a loss of pay while the hearings are conducted during working hours.

(b) All hearings shall be conducted during working hours (at least one (1) hour before quitting time).

(c) A grievance may be withdrawn at any level without prejudice or record.

(d) Two or more grievances on the same subject may be handled by the employer as one grievance. When this situation occurs, the union shall be notified and the answer directed to the appropriate parties.

(e) The Union president may initiate a grievance which affects all employees or a group of employees.

(f) If the aggrieved employee/employees fail to appeal any management decision within the allotted time frame, said decision shall be considered settled.

(g) Step 3 grievance hearings shall be recorded and the recording and/or a transcript of that hearing shall be available for use by both parties should the grievance be referred to arbitration.

ARTICLE V: **DISCIPLINE AND DISCHARGE**

Should the Employer determine that an employee's conduct justifies discipline, suspension, demotion, and/or discharge for just cause, the employee may appeal by filing a grievance in Step 2 in accordance with Article IV, Grievance and Arbitration Procedure.

ARTICLE VI: **NO STRIKE**

During the term of this Agreement, the grievance provisions of this Agreement and the remedies and procedures provided by this Agreement 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 this Agreement, 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 this Article; and, in the event a grievance is filed, the sole question for arbitration shall be whether the employee engaged in the prohibited activity.

ARTICLE VII: **SENIORITY**

SECTION 1: DEFINITION:

The term "Seniority" shall be defined as an employee's length of continuous service with the 911 Joint Communications Division in years, months, and days dated from his last date of hire. Employees hired on the same day shall be listed in accordance with their date of birth.

SECTION 2: PROBATIONARY EMPLOYEES:

Each new employee shall be considered as a probationary employee during the first year of continuous employment which may be extended by mutual agreement between the

Employer and the Union. Provided that training is available to the Employer through the appropriate County, State, or Federal agencies, the Employer shall provide training for appropriate certification for the new employee within one (1) year following his date of hire.

There shall be no seniority among probationary employees, and grievances shall not be presented in connection with the discharge or layoff of such employees. 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.

After the probationary period is completed, the employee's seniority shall date back to his date of hire.

SECTION 3: APPLICATION OF SENIORITY:

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

(a) The Employer shall maintain an up-to-date seniority list. The employees on this list shall be entitled to exercise their seniority rights as outlined in Article VII of this Agreement, solely within their job classification.

(b) Such seniority list shall be posted on the bulletin board by the Employer and reposted as changes occur. A copy of this seniority list shall be furnished to the local Union when posted.

SECTION 4: TERMINATION OF SENIORITY:

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

(a) Voluntarily resigns;

(b) Is discharged for just cause;

(c) Retires;

(d) Is laid off and fails to return to work within five (5) work days after sending a written notice of recall by registered letter to the last known address by the Employer;

(e) Is absent three (3) consecutive days without notifying the Employer and furnishing an excuse satisfying the Employer of his absence;

(f) Is absent from work for any reason for twelve (12) months, 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 release from medical treatment and authorized return to work; or if such

absence is due to a bona fide illness, two (2) years, provided such employee returns to work within forty-eight (48) hours after being released by a physician;

(g) Does not report for work at the termination of an authorized leave of absence, or any extension thereof; or

(h) Falsifies the reason for leave of absence or is found to be working without the Employer's permission during a leave of absence.

SECTION 5: WORK OUTSIDE THE BARGAINING UNIT:

If an employee accepts a position with the County outside of the bargaining unit, said employee will not retain the seniority he accrued while in the bargaining unit. Should the employee return to the bargaining unit, he shall be treated as a new hire for purposes of department seniority.

SECTION 6: REDUCTION OF FORCE:

In the case of a reduction of force or the elimination of a position, those employees having the least seniority within the job classification shall be laid off first.

SECTION 7: RECALL TO EMPLOYMENT:

When there is a recall in the work force after any lay-off, the oldest displaced incumbent shall have first right to recall in filling the vacancy. An employee will retain seniority while on lay-off status, however, he may not accumulate seniority during the period of layoff.

SECTION 8: POSTING:

When the Employer determines that a full-time vacancy exists on an existing and/or newly created job in the bargaining unit, such job shall be posted on the bulletin board. Employees shall be given five (5) working days from the time of posting in which to make application to fill the vacancy. Such award shall be made within thirty (30) days to the most qualified employee. In the event that two or more employees are found to be equally qualified, the award shall be made to the most senior employee.

When an employee is promoted to the new classification, he may be given up to ninety (90) working days of training to demonstrate his ability to perform the required work duties of the classification.

Upon satisfactorily completing the training period, the Employee shall be awarded the new classification and rate of pay. Should training not be required, the employee shall receive the new classification at the time he assumes the new job.

Should the employer determine that an Employee is not qualified to perform the new job upon the completion of the training period, or extension thereof, he shall be returned to his former classification.

SECTION 9: BARGAINING UNIT SUPERVISOR:

When the Employer determines the need for a full time 911 Communications Division Shift

supervisor, the Employer shall post such vacancy in accordance with Section 10 of this Article.

To be considered for such position, the Employee must possess the ability and qualifications to perform all duties as set forth in the Job Description. Seniority shall not be a factor in awarding this position.

Upgrades to fill temporary vacancies to the position of shift supervisor and promotions to fill full-time vacancies in the position of shift supervisor may be made by the Employer without regard to seniority.

When an employee is upgraded to the position of shift supervisor that employee shall be paid in accordance with Article 6.3 of the Rules and Regulations Governing Employees of Allegany County, Maryland.

Seniority among bargaining unit supervisors will be determined by the employee's date of promotion. If two employees are promoted on the same day, Emergency Communications seniority will be the determining factor.

SECTION 10: VOLUNTARY DEMOTION

(a) Shift Supervisor to Dispatcher III: When a Shift Supervisor voluntarily requests a demotion to Dispatcher III, consideration for such demotion will only be granted by the Employer if there is a qualified employee to take his place. An employee granted such demotion shall receive the appropriate rate of pay for a Dispatcher III for said employee, i.e., the grade and step relative to that employee's length of service with the County. If additional training is required in order to perform such job, he shall be required to take such training accordingly. An employee taking such a demotion shall not be eligible to return to the Shift Supervisor position for twelve (12) months from the time of demotion. Nothing in this paragraph shall prohibit an employee from being assigned the duties of a Dispatcher IV following such demotion.

(b) It is further understood that no voluntary demotions are permitted from Dispatcher III to Dispatcher II or from Dispatcher II to Dispatcher I.

(c) Dispatcher IV to Dispatcher III: In the event that a Dispatcher IV no longer performs the required duties for classification at that level, he will be reclassified as a Dispatcher III.

ARTICLE VIII: **JOB DESCRIPTION AND CLASSIFICATION**

All employees of the 911 Joint Communications Division have been classified as outlined in their Job Description and Classification as outlined below. Depending upon their classification, all employees shall complete and maintain the following certifications as

appropriate: Basic Telecommunicator; CPR; Criminal Justice Information System; IS 100, 200, 700, and 800; Priority Dispatch Emergency Police Dispatch - Emergency Medical Dispatch - Emergency Fire Dispatch or any other certification or training required by law, regulation or Policy.

Dispatcher 1: from the date of hire until becoming police trained/released by the trainer and completing their rotation between all four shifts.

Dispatcher 2: After completing dispatcher 1 and until crossed trained.

Dispatcher 3: Fire/EMS and police trained.

Dispatcher 4: Fire/EMS and police trained and completing 5 years of service or obtaining one discipline (CTO or CAD Tech).

Dispatcher 5: Dispatch supervisor In addition to the above training supervisors shall complete and maintain IS 300 and 400 training

Should circumstances warrant the creation of a new job classification(s), 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 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 this Agreement for other job classifications.

All employees hired after July 1, 2003, shall cross train, i.e., they shall successfully complete Basic Telecommunications training, Police-Criminal Justice System Training, and Fire and EMS-Emergency Medical Dispatch Training.

Employees who are not required to cross-train, upon requesting cross training, shall be scheduled for training by the Division. Scheduling for such training is subject to the availability of training courses and the availability of funding to send employees to training. Once an employee is notified that he has been selected for the next available cross training course(s), the employee will receive an increase/upgrade in pay upon successful completion of that training, certification. The increase in pay shall be retroactive, for a period of up to ninety (90) days, to the date that the employee began his training.

If the trainee's training has been extended at no fault of the employee/trainee (i.e. lack of trainers, lack of manpower, trainers inability to train) the employee's increase/upgrade will be retroactive to the date they began training but no more than one hundred fifty (150) days.

ARTICLE IX:
HOURS OF WORK AND OVERTIME

SECTION 1: WORK SCHEDULES:

The Employer shall annually (in a timely manner to be effective at the beginning of the first full pay period of the calendar year) post all shifts for shift supervisors. Incumbent supervisors shall be entitled to exercise their seniority within their job classification by bidding on the respective shifts.

Upon completing this process, the Employer will then post all shifts for the remaining employees who shall, in a like manner, be entitled to exercise their seniority by bidding on their choice of shift. It is further understood there will be no blind bidding. Each employee shall be given the opportunity to choose the crew of his choice according to seniority.

It is also understood that each employee gets one choice, verified by a signature, and there will be no changes made after the employee signs.

Awarding of the shifts shall be determined in accordance with the employee's seniority and ability to perform the required duties of the job. In the event there are employees who possess the same job classification seniority date, seniority shall be applied according to the employees' department seniority.

It is understood that the Employer reserves the final authority in awarding such jobs and shifts according to the necessary and required skills for the respective shifts. At no time will there be more than two (2) employees on a shift who have not completed all cross training required to completely satisfy the total requirements of the Job Description of a Dispatcher. The exception to this provision is when it is necessary to train an employee on all functions of the job so as to qualify as an incumbent for the job.

In addition, the Employer shall also bear final responsibility for providing schedules which are in accordance with all applicable Federal and State laws and applicable provisions of this Agreement. The Employer shall adhere to the agreed upon schedule except when emergencies, sickness, manpower shortages, or other unusual events shall occur.

SECTION 2: WORKDAY:

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

SECTION 3: WORK WEEK:

The work week, for the purpose of computing overtime, shall consist of seven (7) consecutive days, beginning at 12:01 a.m. Sunday and ending at 12:00 midnight the following Saturday. Each employee shall be allowed twelve (12) hours off following his work shift.

It is agreed that employees may be required to work at such times that will not allow the days

off and hours off contemplated herein and the employee shall be entitled to compensation as hereinafter provided for any overtime that is earned. The employee acknowledges that any overtime that may be earned is the full extent of any compensation that shall be available in the event that he must work in such a manner as to not have the days and hours off as contemplated herein. The Employer agrees to make every effort to arrange schedules in accordance with this section.

SECTION 4: OVERTIME PREMIUM:

Overtime premium pay shall be paid in accordance with the Fair Labor Standards Act for all hours worked in excess of forty (40) straight-time hours per week. Overtime hours will be paid at time and one-half (1 1/2) the rate of straight-time pay.

Paid holidays (where the eligibility requirements of Article X Section 4 have been met), vacation leave, bereavement leave, sick leave, compensatory leave, and personal days will be counted as hours worked in determining overtime under the same or any other provision of this Agreement.

SECTION 5: 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 6: WORK SCHEDULE POSTING:

Work schedules showing all shifts, working days and hours, shall be posted on the departmental bulletin board at all times. Employees shall continue to work the agreed to work schedule currently in effect, however, these schedules may be changed by the Employer to meet the requirements of the job.

SECTION 7: MEAL BREAKS:

(a) During a twelve (12) hour shift, each employee is entitled to a one (1) hour paid meal break. When five (5) Dispatchers are working, meal breaks may be taken outside the building. When fewer than five (5) Dispatchers are working, meal breaks shall be taken in the Emergency Services Building. Meal breaks may not be taken during the first two hours or the last two hours of the shift.

(b) Employees required to work four (4) hours or more beyond their shift shall be entitled to a meal allowance of eight dollars (\$8.00). When an employee is given more than eight (8) hours' notice that he will be working more than eight (8) hours, no meal allowance will be given.

SECTION 8: WORK OUTSIDE OF ALLEGANY COUNTY:

While in an approved work status outside of Allegany County, employees shall enjoy the current applicable County mileage rate while using their personal vehicle, in addition to which the employee shall receive a meal allowance and the cost of overnight lodging, at a moderately priced hostelry in accordance with Allegany County Policy.

SECTION 9: COVERING VACANT SHIFTS:

When additional coverage is required on a vacant shift resulting from an employee reporting off work and providing less than twelve (12) hours' notice, the Employer, at its discretion, so as to not deter or interfere with the efficiency of operating the job, may change an employee's schedule to fill such vacancy.

Call-out procedures are based on twelve (12) hours shifts. Each of the shifts will have a rotation for call-out, e.g., A-1, C-1, A-2, and C-2. A round-robin rotation will be used in filling a vacant shift. A mass text will be used to notify all those off-shift that a call-out is in progress.

After 30- minutes an employee will be selected from those that have called in based upon where he falls in the current round-robin call-out list.

The employee accepting the call- out may choose to split the shift with another Dispatcher of his choosing. It is the ultimate responsibility of the employee accepting the call-out to cover the shift if the employee agreeing to split the shift does not report for work.

An employee who is offered the opportunity to work a vacant shift and is unable to perform such work shall be charged for such time as worked with regard to the overtime rotation.

Each shift will have one call-out person starting with the most senior to junior. The person is obligated for call out at a moment's notice for a shift fill if so required. The person will rotate from most senior to junior within each shift on a weekly basis. The person will receive a stipend of one hundred dollars (\$100.00) a week while on call.

The call-out person will have a one (1) hours response time to the 911 center if called upon to fill a shift. It is the responsibility of the call out person to make himself available via his recall number for service. If swapping with another dispatcher for a call-out coverage day, the person scheduled for the call-out day has the responsibility of contact the current shift supervisor to make him aware of the trade. Call-out coverage days may be split as long as the person covering the call-out period calls in and advises the shift supervisor of the change. If the call out person is scheduled for annual vacation leave, he will be rotated off that week by the schedule manager, all other time off during call-out assignments is the responsibility of the on-call person to make arrangements for coverage. If no employee contacted elects to take the vacant shift, the call-out person from the opposite shift will take the shift.

A call-out person who fails to work a vacant shift without having arranged approved coverage and informed the shift supervisor of said coverage shall be subject to progressive discipline as noted below. The listed progressive discipline is limited to Article 9 Section 9 of this agreement.

1 st failure to respond:	Loss of \$100.00 "on call" stipend and written reprimand
2 nd failure to respond:	Loss of \$100.00 "on call" stipend (if not in same week) and 1 day suspension without pay.
3 rd failure to respond:	Loss of \$100.00 "on call" stipend and 3 day suspension without pay.
4 th failure to respond:	Loss of \$100.00 "on call" stipend and termination

Each violation will "drop off" 365 days from its occurrence and will not be considered in progressive discipline.

(Example Employee A missed an on call shift on February 1, 2021 (1st offense); Same employee misses an on call shift on August 1, 2021 (2nd offense); Same employee misses an on call shift on March 20, 2022 (2nd offense).

SECTION 10: CALL IN:

A 911 Joint Communications employee, other than an on-call employee who is called to work outside of the regular shift, and given less than four (4) hours' notice, or an employee who has worked a twelve (12) hour shift and is mandated to work a consecutive twelve (12) hour shift, will receive two (2) hours of overtime in addition to the extra pay for the time worked. This guaranteed payment will not apply where the work is scheduled out for the personal convenience of the employee.

ARTICLE X: **HOLIDAYS WITH PAY**

SECTION 1: HOLIDAYS OBSERVED:

The following days shall be recognized and observed as holidays for all full-time County employees:

New Year's Day	Martin Luther King Birthday
Good Friday	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day
Employee's Birthday*	General Election Day in Presidential and County Election

years

All holidays shall be observed in accordance with Allegany County policy.

SECTION 2: HOLIDAYS FALLING DURING VACATION PERIOD:

When a holiday falls within an employee's vacation period, he shall receive holiday and vacation pay at straight time for that day in lieu of a subsequent holiday or vacation day.

SECTION 3: HOLIDAY PAY:

(a) Holidays will be paid at the Employee's regular straight-time rate.

(b) In the event that an employee shall be required to work on one of the foregoing paid holidays, the employee shall be entitled to an additional day's wages for such services in an amount equal to twelve (12) hours pay at the regular rate, or the employee may elect another day off, with approval of the Employer. In this case, the worked holiday and the alternate day off will be paid at the Employee's regular straight-time rate. Provided, however, that in the event that employees are required to work on Thanksgiving, Christmas, or New Year's Day, said employees shall be paid at the rate of time plus time and time and one-half the regular rate of pay.

SECTION 4: HOLIDAY PAY ELIGIBILITY:

In order to be eligible for pay for holidays not worked, an employee must meet all the following requirements:

(a) The employee must have completed forty-five (45) days of employment prior to the holiday.

(b) The employee must work his regular scheduled turn on the day preceding and the day following the holiday, except where the employee's absence is due to sickness, accident, death in the immediate family, scheduled vacation, or layoff. The Employer may request verification for the reason of such absence.

(c) The employee must have performed work, except if on vacation and/or compensable status during the week preceding or following the week in which the holiday falls.

SECTION 5: INELIGIBILITY:

An employee shall not be eligible for holiday pay if he is scheduled to work on the holiday and agrees to work and fails to work his scheduled hours on the holiday, unless he has a legitimate excuse acceptable to the Employer. In addition, an employee shall not be eligible for holiday pay while on Workers Compensation.

ARTICLE XI:
PERSONAL LEAVE

Forty (40) hours of Personal Leave will be granted to each employee annually on a Fiscal Year basis and paid at the employee's regular straight time rate of pay.

Probationary employees accrue no personal leave. Employees who successfully complete a probationary period shall be credited with personal leave on a pro rata basis for the remainder of the Fiscal Year.

Personal leave must be taken within the fiscal year in which it is granted and may not be carried over into the next fiscal year.

Allocation of personal leave shall be administered in the following manner:

- (a) An employee requesting personal leave forty-eight (48) hours, or greater, in advance of the time requested off, may take such time in hourly increments;
- (b) An employee requesting personal leave less than forty-eight (48) hours in advance of the time requested off must take the personal leave in a twelve (12) hour increment; or
- (c) An employee requesting personal leave less than forty-eight (48) hours in advance of the time requested off, but due to an emergency, may take such leave in hourly increments subject to the approval of his supervisor.

ARTICLE XII: **VACATIONS**

Employees are granted paid vacation based upon years of service with the County. Vacations should be taken annually for the benefit of the employee's physical well-being as well as for operating effectiveness. Therefore, it is recommended that employees use their vacation time accordingly.

SECTION 1: VACATION SCHEDULE:

Full-time County employees shall accrue annual vacation time as follows:

	Hours Per Pay	No. Total Pays	Accrual	Maximum Accrual
1st Year	1.85	26	48	48
2-5 Years	3.08	26	80	160
6-9 Years	4.62	26	120	240
10-19 Years	6.15	26	160	320

20+Years	7.69	26	200	400
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Maximum Accrual refers to the total vacation hours which can be carried at any point in time. Accrual begins at the beginning of the year, not when the year is completed.

(a) Each employee is encouraged to take the vacation accrued annually. The maximum amount of vacation that an employee may carry at any one time is equal to twice the annual accrual. For example, if an employee accrues eighty (80) hours per year, the most said employee may carry at any point in time is one-hundred-sixty (160) hours.

(b) Accrued hours will be displayed on the employee's pay stub so the employee will always be aware of how much vacation is available and if vacation hours are approaching the maximum limit. In those cases where, for one reason or another, the employee has been unable to schedule vacation prior to reaching the maximum allocation, additional accruals will be converted to sick days. Once vacation hours come into compliance, vacation hours will once again begin to accrue, per pay, according to the schedule. Sick hours cannot be transferred to vacation hours.

SECTION 2: ELIGIBILITY:

Although vacation hours are accrued beginning on the employee's hire date, employees are not "vested" in vacation hours until any probationary period is completed and no vacation hours may be used during the probationary period.

SECTION 3: VACATION PAY:

There shall be no monetary allowance in lieu of vacation. In the event of death, resignation, or discharge of an eligible employee, said employee or his heirs shall be entitled to receive compensation for any accrued vacation. Each department head shall be responsible for establishing and maintaining accurate accounts of vacation time earned and taken by each employee in the department.

SECTION 4: VACATION PERIOD:

Vacations are generally given at the convenience of the employee as long as they do not interfere with the orderly operations of the Employer.

The Employer shall consider seniority when granting vacations.

Employees shall be required to take one (1) week of vacation each calendar year on a weekly basis. The Employer will post in December a vacation bid sheet. Written requests for such vacation must be submitted at that time for one-week vacation. Vacations shall be awarded in accordance with the employee's seniority.

All remaining vacation may be taken in one (1) day increments. Written requests for such vacation must be submitted to the employee's supervisor seven (7) calendar days prior to the requested leave. The Employer shall respond to the employee within five (5) calendar days of the request. Requests shall be honored on a first-come, first-served basis. In the event that two or more requests for the same day are received at the same time, vacation

shall be awarded in accordance with the employee's seniority.

Should it be necessary for the Employer to cancel an employee's vacation, the employee must be notified a minimum of fourteen (14) calendar days prior to a scheduled vacation. Cancellation of a scheduled vacation with less than fourteen (14) calendar days' notice shall be on an emergency basis only.

In the event that an employee has requested vacation in one (1) day increments and has requested the vacation less than fourteen (14) days prior to the requested leave, and should it be necessary for the Employer to cancel the employee's vacation, the employee must be notified a minimum of three (3) days prior to the scheduled vacation day.

ARTICLE XIII: **SICK LEAVE**

(a) Sick leave is paid leave that shall be granted to each eligible full-time employee for any of the following reasons: (i) illness or disability of the employee, (ii) medical, optical or dental examination and/or treatment, or (iii) confinement to home because of quarantine of the employee or dependents of the employee, subject to verification pursuant to paragraph (f) of this article.

(b) Sick leave shall be used for medical, dental, and optical examinations, however except in the cases of emergency, one (1) weeks' notice must be given prior to the appointment, and the time used shall be restricted to the time of the appointment.

(c) Each employee shall be entitled to accumulate leave. In computing sick leave credit, an employee shall be considered to have earned four and sixty-two hundredths (4.62) hours of sick leave for each pay period he shall have been actively employed up to 120 hours per fiscal year (26 pay periods per year). An eligible employee shall be entitled to accumulate unused sick leave from year to year without any limitation 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 sick leave hereunder, said employee or his dependents shall be entitled to receive compensation for earned and accumulated sick leave in no event to exceed nine-hundred- sixty (960) hours.

(d) An employee who has reported off duty due to illness shall give eight (8) hours advance notice of his returning to duty to the Chief of 911 Joint Communications Division or his designated representative. An employee must call-off on sick leave each day the employee needs to use sick leave, except for a long-term illness; a long-term illness is an illness lasting more than three (3) working days.

(e) Sick leave shall accrue during the probationary period, but no sick leave shall be

taken during the first six (6) months of probation. Upon completion of a satisfactory probation mid- point review, the employee shall be eligible to use sick leave in accordance with the procedures outlined in this article.

(f) Employees are required to produce a physician's certificate (that states the date(s) of illness and a return to work date) in order to receive credit for sick leave pay after three days' illness. The Chief of 911 Joint Communications Division may require an employee to provide a physician's certificate for a daily absence when it is believed the employee has abused the sick leave policy.

(g) 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.

(h) Sick leave benefits will be reduced by the amount of Workers Compensation the employee receives during the period covered by sick leave.

(i) 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) An eligible employee, except temporary, emergency, and part-time employees, shall be entitled to a leave of absence, not to exceed forty (40) hours, with pay, in the event of a death in his immediate family. The term "immediate family" includes father, mother, wife, husband, child, grandchild, mother-in-law, father-in-law, brother-in-law, sister in-law, son-in-law, daughter-in-law, brother, sister, grandmother, grandfather, step-mother, step-father, and step-child of said employee. Bereavement leave shall not be charged to vacation or sick leave, but shall be in addition thereto. These days must be clustered before, after, or around the day of the funeral. No pay allowance shall be allowed in the case where because of distance, or other cause, the employee does not attend the funeral. Reasonable evidence of the death shall be furnished the Employer upon request.

(b) An employee will not receive funeral pay when it duplicates pay received for time not worked for any reason.

SECTION 2: JURY DUTY:

In the event an employee is required to perform jury duty or serve as a witness under court subpoena in a case to which he is not a party, he will receive his regular rate of

pay received for such time as he is required to be away from his job during his regular scheduled hours of work. It is to be understood that this allowance covers only the 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. The employee rendering such service will be required to secure a statement from the Clerk of the Court officially verifying the service rendered. On any day the employee serves on Jury Duty less than two (2) hours, he must return to work for the balance of his scheduled turn in order to be compensated for his absence. Employees required to perform jury duty or appear in court under subpoena shall be scheduled to work on day shift, provided the employee is willing to waive any overtime resulting from a scheduled change of less than sixteen (16) hours. If an employee is required to serve as a witness under a court subpoena in a case that deals with County business, and to which the employee is not a party, on a day when the employee is scheduled off, the employee shall receive a minimum of two (2) hours of pay at the employee's overtime rate. The employee shall receive his regular rate of pay for all hours served as a witness for the County on his regular day off after the first two hours. Any time in service as a witness on County business that takes the employee beyond a forty hour week shall entitle the employee to be paid overtime on the hours worked beyond forty hours.

SECTION 3: ADMINISTRATIVE LEAVE/ADMINISTRATIVE SUSPENSION:

When an employee is placed on administrative leave or administrative suspension as the result of an incident occurring as part of his official duties, such time off shall be with full pay and benefits. This does not apply to normal disciplinary action taken by the Employer.

SECTION 4: MATERNITY LEAVE:

Maternity leave shall be granted in accordance with the Family and Medical Leave Act.

SECTION 5: COMPENSATORY LEAVE:

Compensatory leave may be provided to an employee in lieu of pay for overtime in the event that the employee and the employer agree to the provision thereof.

Compensatory leave shall be earned at the rate of 1.5 hours for each hour worked; may be accumulated to a maximum of eighty (80) hours and must be used within one year of accrual. Compensatory leave may be used during the probationary period at a time established by mutual agreement of the employer and the employee.

SECTION 6: UNION LEAVES 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.

(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) Operations permitting, leaves of absence with pay shall be granted to attend and serve as delegates to conventions and organization conferences related to the Union. Not more than a maximum of ten (10) man-days will be utilized in any contract year.

(e) 911 Joint Communications employees shall be granted time off for educational classes pertaining to Fire and EMT (Emergency Medical Technician) recertification classes, Emergency Communications classes and other educational classes that would benefit the working knowledge as it relates to "9-1-1" employees. However, employees shall make an effort to complete classes which would not interfere with their work schedule. All classes scheduled on County time must have prior authorization from the Chief of 911 Joint Communications or his designee.

(f) All requests for leaves of absence must be made to the Employer two (2) weeks in advance of the employees leave.

ARTICLE XV: MILITARY SERVICE

SECTION 1:

Any employee of Emergency Services and Communications, 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 of 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 his regular salary for a maximum of fifteen (15) calendar days per calendar year.

SECTION 2:

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 is qualified and to which he is entitled to be reinstated under the law. Seniority shall accumulate during the time spent in such service.

ARTICLE XVI:
HEALTH, WELFARE, AND PENSION

SECTION 1: HEALTH INSURANCE:

During the term of this Agreement, the County shall provide a Health Care Plan, which includes a Prescription Drug Plan, for all full-time employees and their dependents.

For all Employees hired prior to July 1, 2006, the Employee share of the health insurance premium shall be eight (8) per cent based on the Employee's coverage level (Employee Only, Parent and Child, Employee and Spouse, Family).

For all Employees hired on or after July 1, 2006, the Employee share of the health insurance premium shall be two (2) per cent for the Employee's individual coverage, and twenty-two (22) per cent of the premium 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.

(b) Upon retirement, a death benefit of \$6,000 shall be given to an employee with at least ten (10) years of service and a death benefit of \$3,000 to an employee with at least five (5) years, but less than ten (10) years of service.

SECTION 3: PENSION PLAN:

The Employer is a participating agency of the Maryland State Retirement and Pension System, and is subject to State laws and regulations which may change from time to time.

ARTICLE XVII: WAGES

SECTION 1: WAGES

EFFECTIVE	WAGE ADJUSTMENT
July 1, 2021	25%
July 1, 2022	5%
July 1, 2023	2%

SECTION 2: UNION INSURANCE PLANS: Employer agrees to a check off from the Employees' wages as specified by the Union for their "Union Insurance Plans". Such check-off must be authorized by the employee in writing.

SECTION 3: BI-WEEKLY PAY:

The County will pay employees bi-weekly.

SECTION 4: SHIFT DIFFERENTIAL:

A shift differential of \$.75 shall be granted for the 1900 hours to 0700 hours shift. If the hours for night shift change, the shift differential times will be adjusted accordingly.

SECTION 5: NON-ABSENCE INCENTIVE:

Employees shall receive a non-absence incentive of \$75.00 or eight (8) hours pay, whichever is greater, for each six (6) months of service during the fiscal year without use of sick leave. Awards shall be paid on a rolling basis.

SECTION 6: CERTIFIED TRAINING OFFICER INCENTIVE:

Beginning after July 1, 2010, dispatchers who are Certified Training Officers ("CTOs") shall be eligible for a \$350 incentive payment provided that participating CTOs shall within a six month period provide a minimum of one hundred (100) hours of training to other dispatchers who need to complete cross training. The hours during which a CTO shall provide this training will be at the direction and discretion of the Employer. The one hundred hours of training that a CTO must provide during any six month period in order to obtain the incentive payment is a minimum number of hours required to qualify for the training incentive and a CTO in order to qualify must provide all scheduled hours of training to other dispatchers as assigned by the Employer during the six month period including all hours in excess of one hundred hours. Refusal of a CTO to provide training when directed to do so by the Employer shall disqualify the CTO for the incentive payment during any six month period regardless of whether the CTO has already provided the minimum one hundred hours to qualify for this incentive during that six month period.

Employees who are CTOs may participate and qualify for this incentive twice within a fiscal year with the Employer offering two periods for accounting purposes, the first running from July 1 through December 31 of that year and the second from January 1 through June 30 of the fiscal year.

Each trainee will be assigned a CTO for each discipline (Fire/EMS/Police) That CTO will be responsible for the training. Only one (1) CTO will receive the incentive per trainee per discipline.

SECTION 7: SUPPLEMENTAL ASSIGNMENT INCENTIVE:

Beginning July 1, 2012, Employees who accept an appointment from management for training scheduler, shift scheduler, CJIS TAC, and/or CAD Administrator shall be eligible for a \$500 annual incentive payment providing that participating Employees must perform the duties for an entire calendar year. Employees performing such supplemental assignments at the time of the ratification of this contract, and who continue to perform such assignment in a satisfactory and timely manner through the remainder of the calendar year shall receive a stipend of \$250.

The incentive shall be paid annually in the month of January. Refusal and/or failure of the Employee to complete assignments in a satisfactory and/or timely manner shall disqualify the

Employee for the incentive regardless of whether the Employee has already provided services during the year.

SECTION 8: CROSS TRAINED EMPLOYEES:

All crossed trained bargaining unit employees will be scheduled to work all disciplines (Fire/EMS and Law Enforcement dispatch) at least two (2) times each month. The only exception will be if the dispatcher is training a new employee.

Section 9: Parity Clause:

If the Allegany County Sheriff's Department Patrol Division, the Allegany County Sheriff's Department Corrections Division, or the non-Union employees of Allegany County receive an across-the-board (meaning all members of said group) COLA, one-time stipend/bonus, upgraded pay grade and/or any wage enhancement larger than the 2% agreed to by Local 1521, Local 1521 will receive the additional increase. (Example: If Local 1521 agrees to the County's offer of 2% and the County then gives one of these groups 3%, Local 1521 would receive an additional 1%.) Nothing in this clause shall preclude the parties from agreeing to a wage adjustment prior to the expiration of this Contract, if the County conducts an across-the-board wage study, and the wage study is implemented through negotiations with Local 1521 and any other employee's bargaining units. The parties agree that this clause shall expire on June 30, 2021, or earlier by mutual agreement of the parties, and will be removed from the collective bargaining agreement at such time.

ARTICLE XVIII:
SAFETY AND HEALTH

SECTION 1: SAFETY:

The Employer and the Union shall cooperate in the enforcement of safety. Should an employee feel that his work requires him to be in unsafe or unhealthy situations, the matter shall be considered immediately by supervision. If the matter is not adjusted satisfactorily, it may become the subject of a grievance and will be processed according to the Grievance Procedure. No employee shall be required to operate an unsafe piece of equipment or perform work in an unsafe or unhealthy condition as determined by supervision.

SECTION 2: UNIFORM ALLOWANCE:

The Employer shall provide three (3) uniform shirts and three (3) pair of trousers per year, and dispatcher badges to each Employee. In the event an Employee wishes to substitute the order for other approved items of apparel, he may do so, provided it is approved by the Employer, but the total uniform allowance may not exceed three hundred dollars (\$300) per employee annually. The Employer will not provide any cleaning or maintenance of these uniforms. Employees are required to wear their uniforms while on duty and to maintain them in a clean and neat manner.

SECTION 3: ALCOHOL AND DRUG SCREENING:

The 911 Joint Communications Center is a drug and alcohol-free workplace. The use of or being under the influence of illegal drugs and/or alcohol is inconsistent with the behavior

expected of employees.

The use of illegal drugs and alcohol and misuse of prescribed and over-the-counter drugs subjects employees and the first responders and the public we serve to unacceptable safety risks that undermine the ability to operate safely, effectively, and efficiently.

The use, possession, distribution, or sale of controlled substances such as drugs or alcohol, being under the influence of such controlled substances (drugs and/or alcohol), or testing positive for alcohol or drugs including, but not limited to, inactive components or metabolites associated with the use of such drugs is strictly prohibited while on duty, while on County premises or work sites, and/or while operating the County's equipment or vehicles.

The 911 Joint Communications Center participates in post-offer, random, for cause, and post-accident testing.

ARTICLE XIX: **BULLETIN BOARDS**

The Employer will maintain a bulletin board 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 President of the Union. Final approval on posting any material shall be made by the Employer after reviewing it with the Union Steward.

ARTICLE XX: **NON DISCRIMINATION**

No employee 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. There shall be no discrimination or harassment of an employee because of the filing of grievance, or because of Union affiliation or activity.

ARTICLE XXI: **TERMINATION, CHANGE, OR AMENDMENT**

This Agreement shall become effective on July 1, 2019, and remain in full force and effect until June 30, 2021. 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, 2021.

ARTICLE XXII:
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 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:
STAFF MEETINGS

All staff meetings requested by the Chief of 911 Joint Communications will occur during working hours and an Employee will be paid while attending these meetings. Employees will receive compensatory time for attending various 911 Joint Communications meetings.

Two (2) employees shall be allowed compensatory time to attend Union negotiation meetings.

IN WITNESS WHEREOF, the County Commissioners of Allegany County, Maryland, the Employer, and the Maryland Public Employees Council No. 67, AFSCME, AFL-CIO, the Union, have caused this Agreement to be executed in their respective names and attested by their duly authorized officers, this 24 day of June, 2021.


BOARD OF COUNTY COMMISSIONERS OF ALLEGANY COUNTY, MARYLAND



Jacob G. Shade, President



Creade V. Brodie, Commissioner

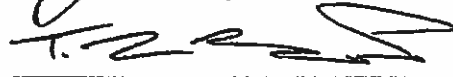


David J. Caporale

ATTEST:




Jason Bennett, County Administrator



T. Lee Beeman, Jr. County Attorney

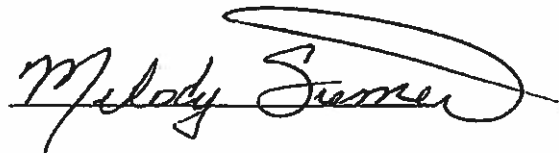
LOCAL 1521C, MARYLAND PUBLIC EMPLOYEES, COUNCIL #67, AFSCME, AFL-CIO



Matt Ross, President



Carroll Braun, Staff Representative



LABOR-MANAGEMENT AGREEMENT

BETWEEN

**LOCAL 1521 C,
AMERICAN FEDERATION
OF STATE, COUNTY, & MUNICIPAL
EMPLOYEES UNION**

911 JOINT COMMUNICATIONS DIVISION

AND

**ALLEGANY COUNTY COMMISSIONERS
701 KELLY ROAD, SUITE 407
CUMBERLAND, MD 21502**

**EFFECTIVE
JULY 1, 2021 UNTIL JUNE 30, 2024**

TABLE OF CONTENTS

Article 1: Union Recognition/Security/Indemnification	2
Section 1: Recognition	2
Section 2: Deduction of Dues	2
Section 3: Definition of Employees	2
Section 4: Indemnification	2
Section 5: Subcontracting	3
Article 2: Union Stewards and Representation	3
Section 1:	3
Section 2:	3
Article 3: Managements Rights	3
Section 1:-Management Rights	3
Section 2: Work by Supervisors	3
Article 4: Grievance and Arbitration Procedures	3
Section 1: Definition of Prompt Filing	3
Section 2: -Procedure	4
Section 3: Time Limits	4
Section 4: Arbitration Procedure	4
Section 5: Code of Public Local Laws	5
Section 6: General Provisions	5
Article 5: Discipline and Discharge	6
Article 6: No Strike	6
Article 7: Seniority	6
Section 1: Definition	6
Section 2: Probationary Employee	6
Section 3: Application of Seniority	7
Section 4: Termination of Seniority	7
Section 5: Work Outside the Bargaining Unit	8
Section 6: Reduction of Force	8
Section 7: Recall to Employment	8
Section 8: Posting	8
Section 9: Bargaining Unit Supervisors	9
Section 10: Voluntary Demotion	9
Article 8: Job Description and Classification	9/10
Article 9: Hours of Work and Overtime	10
Section 1: Work Schedule	10
Section 2: Work Day	11
Section 3: -Work Week	11
Section 4: Overtime Premium	11
Section 5: No Pyramiding or Duplication of Overtime Premium	12
Section 6: Work Schedule Posting	12
Section 7: Meal Breaks	12
Section 8: Work Outside of Allegany County	12
Section 9: Covering Vacant Shifts	12
Section 10: Call in	13

Article 10: Holidays with Pay	14
Section 1: Holiday Observed	14
Section 2: Holiday Falling During Vacation Period	14
Section 3: Holiday Pay	14
Section 4: Holiday Pay Eligibility	14
Section 5: Ineligibility	15
Article 11: Personal Leave	15
Article 12: Vacations	15
Section 1: Vacation Schedule	16
Section 2: Eligibility	16
Section 3: Vacation Pay	16
Section 4: Vacation Period	16
Article 13: Sick leave	17
Article 14: Other leave	18
Section 1: Bereavement Leave	18
Section 2: Jury Duty	19
Section 3: Administrative Leave / Administrative Suspension	19
Section 4: Maternity Leave	19
Section 5: Compensatory Leave	19
Section 6: Union Leave of Absence	19
Article 15: Military Leave	20
Section 1:	20
Section 2:	20
Article 16: Health Welfare and Pension	21
Section 1: Health Insurance	21
Section 2: Life Insurance	21
Section 3: Pension Plan	21
Article 17: Wages	21
Section 1: Wages	21
Section 2: Union Insurance Plan	21
Section 3: Bi-Weekly Pay	21
Section 4: Shift Differential	22
Section 5: Non-Absence Incentive	22
Section 6: Certified Training Officer Incentive	22
Section 7: Supplemental Assignment Incentive	22
Article 18: Safety and Health	23
Section 1: Safety	23
Section 2: Uniform Allowance	23
Section 3: Alcohol and Drug Screening	23
Article 19: Bulletin Boards	23
Article 20: Non-discrimination	24
Article 21: Termination Chant or Amendment	24
Article 22: Waiver of Entire Agreement	24
Article 23: Invalidation	25
Article 24: Staff Meeting	25
Signature Page	26

AGREEMENT

This Agreement, 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 #1521C (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 991 Joint Communications Division of the Allegany County Department of Emergency Management (hereinafter "911 Joint Communications Division").

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

WHEREAS the parties hereto have come to an agreement regarding wages, hours, working conditions, and other conditions of employment.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That, in consideration of the premises and the stipulations hereinafter set forth, the parties hereto covenant and agree as follows:

PURPOSE

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.

Items not expressly contained in this Agreement will remain the prerogative of the Employer. All terms of this Agreement will be subject to applicable provisions of the code of the Public Local Laws of Allegany County.

ARTICLE I:
UNION RECOGNITION/SECURITY/INDEMNIFICATION

SECTION 1: RECOGNITION:

The Employer recognizes Local 1521C of Maryland Public Employees Council No. 67, American Federation of State, County, and Municipal Employees, as the sole and exclusive bargaining agent of the employees covered by 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, and as certified to the Employer by a proper official of the Union, the Employer will honor and comply with written authorization for deduction of regular bi-weekly dues from the pay of employees who choose to become members of the Union. Prior to any dues being deducted, the Union will provide written authorization individually signed by the employee who is a member of the Union and if they comply with all applicable State and Federal laws. The Union shall furnish to the Employer the individually signed deduction authorization/AFSCME Membership Card for each Employee who is a member of the Union.

Such withholdings shall be transmitted to the American Federation of State, County and Municipal Employees, AFL-CIO, Council 67 not later than the 15 days after the first day of the succeeding month. Deduction shall be made via electronic fund transfer to the account authorized by the Comptroller of AFSCME Council 67. Membership list and bargaining unit list 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.

SECTION 3 : DEFINITION OF EMPLOYEES:

The term "employees" as used in this Agreement shall mean all full-time employees and bargaining unit supervisors of the 911 Joint Communications Division, exclusive of office, administrative, clerical, janitorial and all supervisory employees, with authority to hire, discharge, promote, discipline, or otherwise affect changes in the status of the employees or the Employer (County Commissioners of Allegany County).

SECTION 4 : INDEMNIFICATION:

The Union agrees to indemnify and save the Employer harmless against any and all claims, demands or other forms of liability whatever that shall arise out of or by reason of action taken or not taken in connection with the agreements or for the purpose of complying with all the sections of this Article.

SECTION 5: SUBCONTRACTING:

The Employer will not contract out or subcontract any public work performed by members of the bargaining unit. Public work shall include the duties of the members of the bargaining unit as presently performed and as stipulated in the existing job descriptions.

ARTICLE II:
UNION STEWARDS AND UNION REPRESENTATION

SECTION 1:

The Employer recognizes and shall deal with the accredited Union Steward, or his designee, and the Union President in all matters relating to grievance and interpretation of this Agreement.

SECTION 2:

One Union Steward shall be designated for the employees. Such Union Steward, or his designee, shall be granted reasonable time off during working hours to investigate and settle grievances by his immediate supervisor without loss of pay.

Such time off shall be granted as soon after the request is made as is reasonable and in such a manner which the supervisor feels will cause the least interference with the operations of the County work involved.

The Union Steward shall be permitted, when scheduling requires and the Employer and Union Steward consent, to investigate and settle grievances outside of his scheduled working hours. In the event that the Union Steward shall investigate and settle grievances outside of his scheduled working hours, he shall be paid at his hourly rate or, in the event he is working in excess of his forty-hour workweek, at the rate of time + half. **ARTICLE III:**

MANAGEMENT RIGHTS

SECTION 1: MANAGEMENT RIGHTS:

The direction of the working forces, including but not limited to the right to plan, direct, and control the operations or services performed in the County, to employ, promote, reclassify, and to transfer, suspend, discipline and discharge, for "just cause", and to decide the methods and schedules of work, are vested exclusively in the Employer subject to the expressed provisions of this Agreement. Items not expressly contained in this Agreement will remain in the prerogative of the Employer.

SECTION 2: WORK BY SUPERVISORS:

Supervisors not in the bargaining unit 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 management's judgment, circumstances require intervention by a supervisor to protect life or public or private interest.

ARTICLE IV:
GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1: DEFINITION AND PROMPT FILING:

For the purpose of this Agreement, the term "grievance" is a difference of opinion between an employee or employees and the Employer. Grievances must be presented within ten (10) working days after the date of occurrence or the date on which the conditions causing the

grievance become known. In the case of a grievance being filed on an occurrence which becomes known more than ten (10) working days after the occurrence, no grievance will be presented more than ninety (90) working days after the event giving rise to the grievance.

Grievances including a claim of unjust discharge or discipline or violation of the Seniority Article must be presented in ten (10) working days by filing a written grievance in Step 2.

SECTION 2: PROCEDURE: Grievances shall be processed in the following manner:

STEP 1: If an employee believes he has a grievance, the Union Steward or designee, along with the complaining employee, shall discuss the complaint with the Chief of 911 Joint Communications within five (5) working days after notification of the grievance. The Chief of 911 Joint Communications Division shall endeavor to adjust the matter and shall respond to the Union Steward within five (5) working days.

STEP 2: If the Union wishes to appeal the Chief of 911 Joint Communications Division's answer in Step 1, the Union may file a written appeal stating the reason for the appeal, in addition to the alleged contractual provision the Union believes the Employer violated.

The appeal must be presented within ten (10) working days from the Chief of 911 Joint Communications Division's written answer in Step 1. A hearing will be held within ten (10) working days, between the employee, the Union Steward or designee, and the Director of Human Resources or designee. The Employer will answer the grievance in writing within ten (10) working days after the Step 2 meeting.

STEP 3: If the Union is not satisfied with the Employer's answer in Step 2, the Union shall notify the Director of Human Resources in writing of the Union's desire to refer the grievance to Arbitration. The grievance will then be referred to arbitration as outlined below. Appeals must be made within ten (10) working days after receipt by the Union of the Employer's final answer in Step 2.

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. If the Employer does not answer a grievance or an appeal of a grievance at Step 2 or above within the specified time limit, the grievance remedy shall be awarded to the employee and Union as specified in the grievance. The time limit in each step may be extended by mutual written agreement of the Employer and the Union representatives involved in each step. The term "working days" as used in this Article shall mean the days Monday through Friday, inclusive.

SECTION 4: ARBITRATION PROCEDURE:

Upon receipt of notice 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 seven (7) 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 this 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 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 more than ninety (90) working days prior to the date that the grievance was first filed. The expenses of the arbitrator, including his fee, shall be shared equally by the Employer and the Union.

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 applicable work rules, job classifications, and rates of pay as established by this Agreement.

SECTION 5: CODE OF PUBLIC LOCAL LAWS:

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 6: GENERAL PROVISIONS:

(a) Any employee participant in the grievance procedure (excluding arbitration proceedings) shall not suffer a loss of pay while the hearings are conducted during working hours.

(b) All hearings shall be conducted during working hours (at least one (1) hour before quitting time).

(c) A grievance may be withdrawn at any level without prejudice or record.

(d) Two or more grievances on the same subject may be handled by the employer as one grievance. When this situation occurs, the union shall be notified and the answer directed to the appropriate parties.

(e) The Union president may initiate a grievance which affects all employees or a group of employees.

(f) If the aggrieved employee/employees fail to appeal any management decision within the allotted time frame, said decision shall be considered settled.

(g) Step 3 grievance hearings shall be recorded and the recording and/or a transcript of that hearing shall be available for use by both parties should the grievance be referred to arbitration.

ARTICLE V: **DISCIPLINE AND DISCHARGE**

Should the Employer determine that an employee's conduct justifies discipline, suspension, demotion, and/or discharge for just cause, the employee may appeal by filing a grievance in Step 2 in accordance with Article IV, Grievance and Arbitration Procedure.

ARTICLE VI: **NO STRIKE**

During the term of this Agreement, the grievance provisions of this Agreement and the remedies and procedures provided by this Agreement 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 this Agreement, 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 this Article; and, in the event a grievance is filed, the sole question for arbitration shall be whether the employee engaged in the prohibited activity.

ARTICLE VII: **SENIORITY**

SECTION 1: DEFINITION:

The term "Seniority" shall be defined as an employee's length of continuous service with the 911 Joint Communications Division in years, months, and days dated from his last date of hire. Employees hired on the same day shall be listed in accordance with their date of birth.

SECTION 2: PROBATIONARY EMPLOYEES:

Each new employee shall be considered as a probationary employee during the first year of continuous employment which may be extended by mutual agreement between the

Employer and the Union. Provided that training is available to the Employer through the appropriate County, State, or Federal agencies, the Employer shall provide training for appropriate certification for the new employee within one (1) year following his date of hire.

There shall be no seniority among probationary employees, and grievances shall not be presented in connection with the discharge or layoff of such employees. 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.

After the probationary period is completed, the employee's seniority shall date back to his date of hire.

SECTION 3: APPLICATION OF SENIORITY:

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

(a) The Employer shall maintain an up-to-date seniority list. The employees on this list shall be entitled to exercise their seniority rights as outlined in Article VII of this Agreement, solely within their job classification.

(b) Such seniority list shall be posted on the bulletin board by the Employer and reposted as changes occur. A copy of this seniority list shall be furnished to the local Union when posted.

SECTION 4: TERMINATION OF SENIORITY:

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

(a) Voluntarily resigns;

(b) Is discharged for just cause;

(c) Retires;

(d) Is laid off and fails to return to work within five (5) work days after sending a written notice of recall by registered letter to the last known address by the Employer;

(e) Is absent three (3) consecutive days without notifying the Employer and furnishing an excuse satisfying the Employer of his absence;

(f) Is absent from work for any reason for twelve (12) months, 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 release from medical treatment and authorized return to work; or if such

absence is due to a bona fide illness, two (2) years, provided such employee returns to work within forty-eight (48) hours after being released by a physician;

(g) Does not report for work at the termination of an authorized leave of absence, or any extension thereof; or

(h) Falsifies the reason for leave of absence or is found to be working without the Employer's permission during a leave of absence.

SECTION 5: WORK OUTSIDE THE BARGAINING UNIT:

If an employee accepts a position with the County outside of the bargaining unit, said employee will not retain the seniority he accrued while in the bargaining unit. Should the employee return to the bargaining unit, he shall be treated as a new hire for purposes of department seniority.

SECTION 6: REDUCTION OF FORCE:

In the case of a reduction of force or the elimination of a position, those employees having the least seniority within the job classification shall be laid off first.

SECTION 7: RECALL TO EMPLOYMENT:

When there is a recall in the work force after any lay-off, the oldest displaced incumbent shall have first right to recall in filling the vacancy. An employee will retain seniority while on lay-off status, however, he may not accumulate seniority during the period of layoff.

SECTION 8: POSTING:

When the Employer determines that a full-time vacancy exists on an existing and/or newly created job in the bargaining unit, such job shall be posted on the bulletin board. Employees shall be given five (5) working days from the time of posting in which to make application to fill the vacancy. Such award shall be made within thirty (30) days to the most qualified employee. In the event that two or more employees are found to be equally qualified, the award shall be made to the most senior employee.

When an employee is promoted to the new classification, he may be given up to ninety (90) working days of training to demonstrate his ability to perform the required work duties of the classification.

Upon satisfactorily completing the training period, the Employee shall be awarded the new classification and rate of pay. Should training not be required, the employee shall receive the new classification at the time he assumes the new job.

Should the employer determine that an Employee is not qualified to perform the new job upon the completion of the training period, or extension thereof, he shall be returned to his former classification.

SECTION 9: BARGAINING UNIT SUPERVISOR:

When the Employer determines the need for a full time 911 Communications Division Shift

supervisor, the Employer shall post such vacancy in accordance with Section 10 of this Article.

To be considered for such position, the Employee must possess the ability and qualifications to perform all duties as set forth in the Job Description. Seniority shall not be a factor in awarding this position.

Upgrades to fill temporary vacancies to the position of shift supervisor and promotions to fill full-time vacancies in the position of shift supervisor may be made by the Employer without regard to seniority.

When an employee is upgraded to the position of shift supervisor that employee shall be paid in accordance with Article 6.3 of the Rules and Regulations Governing Employees of Allegany County, Maryland.

Seniority among bargaining unit supervisors will be determined by the employee's date of promotion. If two employees are promoted on the same day, Emergency Communications seniority will be the determining factor.

SECTION 10: VOLUNTARY DEMOTION

(a) Shift Supervisor to Dispatcher III: When a Shift Supervisor voluntarily requests a demotion to Dispatcher III, consideration for such demotion will only be granted by the Employer if there is a qualified employee to take his place. An employee granted such demotion shall receive the appropriate rate of pay for a Dispatcher III for said employee, i.e., the grade and step relative to that employee's length of service with the County. If additional training is required in order to perform such job, he shall be required to take such training accordingly. An employee taking such a demotion shall not be eligible to return to the Shift Supervisor position for twelve (12) months from the time of demotion. Nothing in this paragraph shall prohibit an employee from being assigned the duties of a Dispatcher IV following such demotion.

(b) It is further understood that no voluntary demotions are permitted from Dispatcher III to Dispatcher II or from Dispatcher II to Dispatcher I.

(c) Dispatcher IV to Dispatcher III: In the event that a Dispatcher IV no longer performs the required duties for classification at that level, he will be reclassified as a Dispatcher III.

ARTICLE VIII: **JOB DESCRIPTION AND CLASSIFICATION**

All employees of the 911 Joint Communications Division have been classified as outlined in their Job Description and Classification as outlined below. Depending upon their classification, all employees shall complete and maintain the following certifications as

appropriate: Basic Telecommunicator; CPR; Criminal Justice Information System; IS 100, 200, 700, and 800; Priority Dispatch Emergency Police Dispatch - Emergency Medical Dispatch - Emergency Fire Dispatch or any other certification or training required by law, regulation or Policy.

Dispatcher 1: from the date of hire until becoming police trained/released by the trainer and completing their rotation between all four shifts.

Dispatcher 2: After completing dispatcher 1 and until crossed trained.

Dispatcher 3: Fire/EMS and police trained.

Dispatcher 4: Fire/EMS and police trained and completing 5 years of service or obtaining one discipline (CTO or CAD Tech).

Dispatcher 5: Dispatch supervisor In addition to the above training supervisors shall complete and maintain IS 300 and 400 training

Should circumstances warrant the creation of a new job classification(s), 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 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 this Agreement for other job classifications.

All employees hired after July 1, 2003, shall cross train, i.e., they shall successfully complete Basic Telecommunications training, Police-Criminal Justice System Training, and Fire and EMS-Emergency Medical Dispatch Training.

Employees who are not required to cross-train, upon requesting cross training, shall be scheduled for training by the Division. Scheduling for such training is subject to the availability of training courses and the availability of funding to send employees to training. Once an employee is notified that he has been selected for the next available cross training course(s), the employee will receive an increase/upgrade in pay upon successful completion of that training, certification. The increase in pay shall be retroactive, for a period of up to ninety (90) days, to the date that the employee began his training.

If the trainee's training has been extended at no fault of the employee/trainee (i.e. lack of trainers, lack of manpower, trainers inability to train) the employee's increase/upgrade will be retroactive to the date they began training but no more than one hundred fifty (150) days.

ARTICLE IX:
HOURS OF WORK AND OVERTIME

SECTION 1: WORK SCHEDULES:

The Employer shall annually (in a timely manner to be effective at the beginning of the first full pay period of the calendar year) post all shifts for shift supervisors. Incumbent supervisors shall be entitled to exercise their seniority within their job classification by bidding on the respective shifts.

Upon completing this process, the Employer will then post all shifts for the remaining employees who shall, in a like manner, be entitled to exercise their seniority by bidding on their choice of shift. It is further understood there will be no blind bidding. Each employee shall be given the opportunity to choose the crew of his choice according to seniority.

It is also understood that each employee gets one choice, verified by a signature, and there will be no changes made after the employee signs.

Awarding of the shifts shall be determined in accordance with the employee's seniority and ability to perform the required duties of the job. In the event there are employees who possess the same job classification seniority date, seniority shall be applied according to the employees' department seniority.

It is understood that the Employer reserves the final authority in awarding such jobs and shifts according to the necessary and required skills for the respective shifts. At no time will there be more than two (2) employees on a shift who have not completed all cross training required to completely satisfy the total requirements of the Job Description of a Dispatcher. The exception to this provision is when it is necessary to train an employee on all functions of the job so as to qualify as an incumbent for the job.

In addition, the Employer shall also bear final responsibility for providing schedules which are in accordance with all applicable Federal and State laws and applicable provisions of this Agreement. The Employer shall adhere to the agreed upon schedule except when emergencies, sickness, manpower shortages, or other unusual events shall occur.

SECTION 2: WORKDAY:

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

SECTION 3: WORK WEEK:

The work week, for the purpose of computing overtime, shall consist of seven (7) consecutive days, beginning at 12:01 a.m. Sunday and ending at 12:00 midnight the following Saturday. Each employee shall be allowed twelve (12) hours off following his work shift.

It is agreed that employees may be required to work at such times that will not allow the days

off and hours off contemplated herein and the employee shall be entitled to compensation as hereinafter provided for any overtime that is earned. The employee acknowledges that any overtime that may be earned is the full extent of any compensation that shall be available in the event that he must work in such a manner as to not have the days and hours off as contemplated herein. The Employer agrees to make every effort to arrange schedules in accordance with this section.

SECTION 4: OVERTIME PREMIUM:

Overtime premium pay shall be paid in accordance with the Fair Labor Standards Act for all hours worked in excess of forty (40) straight-time hours per week. Overtime hours will be paid at time and one-half (1 1/2) the rate of straight-time pay.

Paid holidays (where the eligibility requirements of Article X Section 4 have been met), vacation leave, bereavement leave, sick leave, compensatory leave, and personal days will be counted as hours worked in determining overtime under the same or any other provision of this Agreement.

SECTION 5: 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 6: WORK SCHEDULE POSTING:

Work schedules showing all shifts, working days and hours, shall be posted on the departmental bulletin board at all times. Employees shall continue to work the agreed to work schedule currently in effect, however, these schedules may be changed by the Employer to meet the requirements of the job.

SECTION 7: MEAL BREAKS:

(a) During a twelve (12) hour shift, each employee is entitled to a one (1) hour paid meal break. When five (5) Dispatchers are working, meal breaks may be taken outside the building. When fewer than five (5) Dispatchers are working, meal breaks shall be taken in the Emergency Services Building. Meal breaks may not be taken during the first two hours or the last two hours of the shift.

(b) Employees required to work four (4) hours or more beyond their shift shall be entitled to a meal allowance of eight dollars (\$8.00). When an employee is given more than eight (8) hours' notice that he will be working more than eight (8) hours, no meal allowance will be given.

SECTION 8: WORK OUTSIDE OF ALLEGANY COUNTY:

While in an approved work status outside of Allegany County, employees shall enjoy the current applicable County mileage rate while using their personal vehicle, in addition to which the employee shall receive a meal allowance and the cost of overnight lodging, at a moderately priced hostelry in accordance with Allegany County Policy.

SECTION 9: COVERING VACANT SHIFTS:

When additional coverage is required on a vacant shift resulting from an employee reporting off work and providing less than twelve (12) hours' notice, the Employer, at its discretion, so as to not deter or interfere with the efficiency of operating the job, may change an employee's schedule to fill such vacancy.

Call-out procedures are based on twelve (12) hours shifts. Each of the shifts will have a rotation for call-out, e.g., A-1, C-1, A-2, and C-2. A round-robin rotation will be used in filling a vacant shift. A mass text will be used to notify all those off-shift that a call-out is in progress.

After 30- minutes an employee will be selected from those that have called in based upon where he falls in the current round-robin call-out list.

The employee accepting the call- out may choose to split the shift with another Dispatcher of his choosing. It is the ultimate responsibility of the employee accepting the call-out to cover the shift if the employee agreeing to split the shift does not report for work.

An employee who is offered the opportunity to work a vacant shift and is unable to perform such work shall be charged for such time as worked with regard to the overtime rotation.

Each shift will have one call-out person starting with the most senior to junior. The person is obligated for call out at a moment's notice for a shift fill if so required. The person will rotate from most senior to junior within each shift on a weekly basis. The person will receive a stipend of one hundred dollars (\$100.00) a week while on call.

The call-out person will have a one (1) hours response time to the 911 center if called upon to fill a shift. It is the responsibility of the call out person to make himself available via his recall number for service. If swapping with another dispatcher for a call-out coverage day, the person scheduled for the call-out day has the responsibility of contact the current shift supervisor to make him aware of the trade. Call-out coverage days may be split as long as the person covering the call-out period calls in and advises the shift supervisor of the change. If the call out person is scheduled for annual vacation leave, he will be rotated off that week by the schedule manager, all other time off during call-out assignments is the responsibility of the on-call person to make arrangements for coverage. If no employee contacted elects to take the vacant shift, the call-out person from the opposite shift will take the shift.

A call-out person who fails to work a vacant shift without having arranged approved coverage and informed the shift supervisor of said coverage shall be subject to progressive discipline as noted below. The listed progressive discipline is limited to Article 9 Section 9 of this agreement.

1 st failure to respond:	Loss of \$100.00 "on call" stipend and written reprimand
2 nd failure to respond:	Loss of \$100.00 "on call" stipend (if not in same week) and 1 day suspension without pay.
3 rd failure to respond:	Loss of \$100.00 "on call" stipend and 3 day suspension without pay.
4 th failure to respond:	Loss of \$100.00 "on call" stipend and termination

Each violation will "drop off" 365 days from its occurrence and will not be considered in progressive discipline.

(Example Employee A missed an on call shift on February 1, 2021 (1st offense); Same employee misses an on call shift on August 1, 2021 (2nd offense); Same employee misses an on call shift on March 20, 2022 (2nd offense).

SECTION 10: CALL IN:

A 911 Joint Communications employee, other than an on-call employee who is called to work outside of the regular shift, and given less than four (4) hours' notice, or an employee who has worked a twelve (12) hour shift and is mandated to work a consecutive twelve (12) hour shift, will receive two (2) hours of overtime in addition to the extra pay for the time worked. This guaranteed payment will not apply where the work is scheduled out for the personal convenience of the employee.

ARTICLE X: **HOLIDAYS WITH PAY**

SECTION 1: HOLIDAYS OBSERVED:

The following days shall be recognized and observed as holidays for all full-time County employees:

New Year's Day	Martin Luther King Birthday
Good Friday	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day
Employee's Birthday*	General Election Day in Presidential and County Election

years

All holidays shall be observed in accordance with Allegany County policy.

SECTION 2: HOLIDAYS FALLING DURING VACATION PERIOD:

When a holiday falls within an employee's vacation period, he shall receive holiday and vacation pay at straight time for that day in lieu of a subsequent holiday or vacation day.

SECTION 3: HOLIDAY PAY:

(a) Holidays will be paid at the Employee's regular straight-time rate.

(b) In the event that an employee shall be required to work on one of the foregoing paid holidays, the employee shall be entitled to an additional day's wages for such services in an amount equal to twelve (12) hours pay at the regular rate, or the employee may elect another day off, with approval of the Employer. In this case, the worked holiday and the alternate day off will be paid at the Employee's regular straight-time rate. Provided, however, that in the event that employees are required to work on Thanksgiving, Christmas, or New Year's Day, said employees shall be paid at the rate of time plus time and time and one-half the regular rate of pay.

SECTION 4: HOLIDAY PAY ELIGIBILITY:

In order to be eligible for pay for holidays not worked, an employee must meet all the following requirements:

(a) The employee must have completed forty-five (45) days of employment prior to the holiday.

(b) The employee must work his regular scheduled turn on the day preceding and the day following the holiday, except where the employee's absence is due to sickness, accident, death in the immediate family, scheduled vacation, or layoff. The Employer may request verification for the reason of such absence.

(c) The employee must have performed work, except if on vacation and/or compensable status during the week preceding or following the week in which the holiday falls.

SECTION 5: INELIGIBILITY:

An employee shall not be eligible for holiday pay if he is scheduled to work on the holiday and agrees to work and fails to work his scheduled hours on the holiday, unless he has a legitimate excuse acceptable to the Employer. In addition, an employee shall not be eligible for holiday pay while on Workers Compensation.

ARTICLE XI:
PERSONAL LEAVE

Forty (40) hours of Personal Leave will be granted to each employee annually on a Fiscal Year basis and paid at the employee's regular straight time rate of pay.

Probationary employees accrue no personal leave. Employees who successfully complete a probationary period shall be credited with personal leave on a pro rata basis for the remainder of the Fiscal Year.

Personal leave must be taken within the fiscal year in which it is granted and may not be carried over into the next fiscal year.

Allocation of personal leave shall be administered in the following manner:

- (a) An employee requesting personal leave forty-eight (48) hours, or greater, in advance of the time requested off, may take such time in hourly increments;
- (b) An employee requesting personal leave less than forty-eight (48) hours in advance of the time requested off must take the personal leave in a twelve (12) hour increment; or
- (c) An employee requesting personal leave less than forty-eight (48) hours in advance of the time requested off, but due to an emergency, may take such leave in hourly increments subject to the approval of his supervisor.

ARTICLE XII: **VACATIONS**

Employees are granted paid vacation based upon years of service with the County. Vacations should be taken annually for the benefit of the employee's physical well-being as well as for operating effectiveness. Therefore, it is recommended that employees use their vacation time accordingly.

SECTION 1: VACATION SCHEDULE:

Full-time County employees shall accrue annual vacation time as follows:

	Hours Per Pay	No. Total Pays	Accrual	Maximum Accrual
1st Year	1.85	26	48	48
2-5 Years	3.08	26	80	160
6-9 Years	4.62	26	120	240
10-19 Years	6.15	26	160	320

20+Years	7.69	26	200	400
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Maximum Accrual refers to the total vacation hours which can be carried at any point in time. Accrual begins at the beginning of the year, not when the year is completed.

(a) Each employee is encouraged to take the vacation accrued annually. The maximum amount of vacation that an employee may carry at any one time is equal to twice the annual accrual. For example, if an employee accrues eighty (80) hours per year, the most said employee may carry at any point in time is one-hundred-sixty (160) hours.

(b) Accrued hours will be displayed on the employee's pay stub so the employee will always be aware of how much vacation is available and if vacation hours are approaching the maximum limit. In those cases where, for one reason or another, the employee has been unable to schedule vacation prior to reaching the maximum allocation, additional accruals will be converted to sick days. Once vacation hours come into compliance, vacation hours will once again begin to accrue, per pay, according to the schedule. Sick hours cannot be transferred to vacation hours.

SECTION 2: ELIGIBILITY:

Although vacation hours are accrued beginning on the employee's hire date, employees are not "vested" in vacation hours until any probationary period is completed and no vacation hours may be used during the probationary period.

SECTION 3: VACATION PAY:

There shall be no monetary allowance in lieu of vacation. In the event of death, resignation, or discharge of an eligible employee, said employee or his heirs shall be entitled to receive compensation for any accrued vacation. Each department head shall be responsible for establishing and maintaining accurate accounts of vacation time earned and taken by each employee in the department.

SECTION 4: VACATION PERIOD:

Vacations are generally given at the convenience of the employee as long as they do not interfere with the orderly operations of the Employer.

The Employer shall consider seniority when granting vacations.

Employees shall be required to take one (1) week of vacation each calendar year on a weekly basis. The Employer will post in December a vacation bid sheet. Written requests for such vacation must be submitted at that time for one-week vacation. Vacations shall be awarded in accordance with the employee's seniority.

All remaining vacation may be taken in one (1) day increments. Written requests for such vacation must be submitted to the employee's supervisor seven (7) calendar days prior to the requested leave. The Employer shall respond to the employee within five (5) calendar days of the request. Requests shall be honored on a first-come, first-served basis. In the event that two or more requests for the same day are received at the same time, vacation

shall be awarded in accordance with the employee's seniority.

Should it be necessary for the Employer to cancel an employee's vacation, the employee must be notified a minimum of fourteen (14) calendar days prior to a scheduled vacation. Cancellation of a scheduled vacation with less than fourteen (14) calendar days' notice shall be on an emergency basis only.

In the event that an employee has requested vacation in one (1) day increments and has requested the vacation less than fourteen (14) days prior to the requested leave, and should it be necessary for the Employer to cancel the employee's vacation, the employee must be notified a minimum of three (3) days prior to the scheduled vacation day.

ARTICLE XIII: **SICK LEAVE**

(a) Sick leave is paid leave that shall be granted to each eligible full-time employee for any of the following reasons: (i) illness or disability of the employee, (ii) medical, optical or dental examination and/or treatment, or (iii) confinement to home because of quarantine of the employee or dependents of the employee, subject to verification pursuant to paragraph (f) of this article.

(b) Sick leave shall be used for medical, dental, and optical examinations, however except in the cases of emergency, one (1) weeks' notice must be given prior to the appointment, and the time used shall be restricted to the time of the appointment.

(c) Each employee shall be entitled to accumulate leave. In computing sick leave credit, an employee shall be considered to have earned four and sixty-two hundredths (4.62) hours of sick leave for each pay period he shall have been actively employed up to 120 hours per fiscal year (26 pay periods per year). An eligible employee shall be entitled to accumulate unused sick leave from year to year without any limitation 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 sick leave hereunder, said employee or his dependents shall be entitled to receive compensation for earned and accumulated sick leave in no event to exceed nine-hundred- sixty (960) hours.

(d) An employee who has reported off duty due to illness shall give eight (8) hours advance notice of his returning to duty to the Chief of 911 Joint Communications Division or his designated representative. An employee must call-off on sick leave each day the employee needs to use sick leave, except for a long-term illness; a long-term illness is an illness lasting more than three (3) working days.

(e) Sick leave shall accrue during the probationary period, but no sick leave shall be

taken during the first six (6) months of probation. Upon completion of a satisfactory probation mid- point review, the employee shall be eligible to use sick leave in accordance with the procedures outlined in this article.

(f) Employees are required to produce a physician's certificate (that states the date(s) of illness and a return to work date) in order to receive credit for sick leave pay after three days' illness. The Chief of 911 Joint Communications Division may require an employee to provide a physician's certificate for a daily absence when it is believed the employee has abused the sick leave policy.

(g) 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.

(h) Sick leave benefits will be reduced by the amount of Workers Compensation the employee receives during the period covered by sick leave.

(i) 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) An eligible employee, except temporary, emergency, and part-time employees, shall be entitled to a leave of absence, not to exceed forty (40) hours, with pay, in the event of a death in his immediate family. The term "immediate family" includes father, mother, wife, husband, child, grandchild, mother-in-law, father-in-law, brother-in-law, sister in-law, son-in-law, daughter-in-law, brother, sister, grandmother, grandfather, step-mother, step-father, and step-child of said employee. Bereavement leave shall not be charged to vacation or sick leave, but shall be in addition thereto. These days must be clustered before, after, or around the day of the funeral. No pay allowance shall be allowed in the case where because of distance, or other cause, the employee does not attend the funeral. Reasonable evidence of the death shall be furnished the Employer upon request.

(b) An employee will not receive funeral pay when it duplicates pay received for time not worked for any reason.

SECTION 2: JURY DUTY:

In the event an employee is required to perform jury duty or serve as a witness under court subpoena in a case to which he is not a party, he will receive his regular rate of

pay received for such time as he is required to be away from his job during his regular scheduled hours of work. It is to be understood that this allowance covers only the 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. The employee rendering such service will be required to secure a statement from the Clerk of the Court officially verifying the service rendered. On any day the employee serves on Jury Duty less than two (2) hours, he must return to work for the balance of his scheduled turn in order to be compensated for his absence. Employees required to perform jury duty or appear in court under subpoena shall be scheduled to work on day shift, provided the employee is willing to waive any overtime resulting from a scheduled change of less than sixteen (16) hours. If an employee is required to serve as a witness under a court subpoena in a case that deals with County business, and to which the employee is not a party, on a day when the employee is scheduled off, the employee shall receive a minimum of two (2) hours of pay at the employee's overtime rate. The employee shall receive his regular rate of pay for all hours served as a witness for the County on his regular day off after the first two hours. Any time in service as a witness on County business that takes the employee beyond a forty hour week shall entitle the employee to be paid overtime on the hours worked beyond forty hours.

SECTION 3: ADMINISTRATIVE LEAVE/ADMINISTRATIVE SUSPENSION:

When an employee is placed on administrative leave or administrative suspension as the result of an incident occurring as part of his official duties, such time off shall be with full pay and benefits. This does not apply to normal disciplinary action taken by the Employer.

SECTION 4: MATERNITY LEAVE:

Maternity leave shall be granted in accordance with the Family and Medical Leave Act.

SECTION 5: COMPENSATORY LEAVE:

Compensatory leave may be provided to an employee in lieu of pay for overtime in the event that the employee and the employer agree to the provision thereof.

Compensatory leave shall be earned at the rate of 1.5 hours for each hour worked; may be accumulated to a maximum of eighty (80) hours and must be used within one year of accrual. Compensatory leave may be used during the probationary period at a time established by mutual agreement of the employer and the employee.

SECTION 6: UNION LEAVES 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.

(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) Operations permitting, leaves of absence with pay shall be granted to attend and serve as delegates to conventions and organization conferences related to the Union. Not more than a maximum of ten (10) man-days will be utilized in any contract year.

(e) 911 Joint Communications employees shall be granted time off for educational classes pertaining to Fire and EMT (Emergency Medical Technician) recertification classes, Emergency Communications classes and other educational classes that would benefit the working knowledge as it relates to "9-1-1" employees. However, employees shall make an effort to complete classes which would not interfere with their work schedule. All classes scheduled on County time must have prior authorization from the Chief of 911 Joint Communications or his designee.

(f) All requests for leaves of absence must be made to the Employer two (2) weeks in advance of the employees leave.

ARTICLE XV: MILITARY SERVICE

SECTION 1:

Any employee of Emergency Services and Communications, 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 of 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 his regular salary for a maximum of fifteen (15) calendar days per calendar year.

SECTION 2:

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 is qualified and to which he is entitled to be reinstated under the law. Seniority shall accumulate during the time spent in such service.

ARTICLE XVI:
HEALTH, WELFARE, AND PENSION

SECTION 1: HEALTH INSURANCE:

During the term of this Agreement, the County shall provide a Health Care Plan, which includes a Prescription Drug Plan, for all full-time employees and their dependents.

For all Employees hired prior to July 1, 2006, the Employee share of the health insurance premium shall be eight (8) per cent based on the Employee's coverage level (Employee Only, Parent and Child, Employee and Spouse, Family).

For all Employees hired on or after July 1, 2006, the Employee share of the health insurance premium shall be two (2) per cent for the Employee's individual coverage, and twenty-two (22) per cent of the premium 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.

(b) Upon retirement, a death benefit of \$6,000 shall be given to an employee with at least ten (10) years of service and a death benefit of \$3,000 to an employee with at least five (5) years, but less than ten (10) years of service.

SECTION 3: PENSION PLAN:

The Employer is a participating agency of the Maryland State Retirement and Pension System, and is subject to State laws and regulations which may change from time to time.

ARTICLE XVII: WAGES

SECTION 1: WAGES

EFFECTIVE	WAGE ADJUSTMENT
July 1, 2021	25%
July 1, 2022	5%
July 1, 2023	2%

SECTION 2: UNION INSURANCE PLANS: Employer agrees to a check off from the Employees' wages as specified by the Union for their "Union Insurance Plans". Such check-off must be authorized by the employee in writing.

SECTION 3: BI-WEEKLY PAY:

The County will pay employees bi-weekly.

SECTION 4: SHIFT DIFFERENTIAL:

A shift differential of \$.75 shall be granted for the 1900 hours to 0700 hours shift. If the hours for night shift change, the shift differential times will be adjusted accordingly.

SECTION 5: NON-ABSENCE INCENTIVE:

Employees shall receive a non-absence incentive of \$75.00 or eight (8) hours pay, whichever is greater, for each six (6) months of service during the fiscal year without use of sick leave. Awards shall be paid on a rolling basis.

SECTION 6: CERTIFIED TRAINING OFFICER INCENTIVE:

Beginning after July 1, 2010, dispatchers who are Certified Training Officers ("CTOs") shall be eligible for a \$350 incentive payment provided that participating CTOs shall within a six month period provide a minimum of one hundred (100) hours of training to other dispatchers who need to complete cross training. The hours during which a CTO shall provide this training will be at the direction and discretion of the Employer. The one hundred hours of training that a CTO must provide during any six month period in order to obtain the incentive payment is a minimum number of hours required to qualify for the training incentive and a CTO in order to qualify must provide all scheduled hours of training to other dispatchers as assigned by the Employer during the six month period including all hours in excess of one hundred hours. Refusal of a CTO to provide training when directed to do so by the Employer shall disqualify the CTO for the incentive payment during any six month period regardless of whether the CTO has already provided the minimum one hundred hours to qualify for this incentive during that six month period.

Employees who are CTOs may participate and qualify for this incentive twice within a fiscal year with the Employer offering two periods for accounting purposes, the first running from July 1 through December 31 of that year and the second from January 1 through June 30 of the fiscal year.

Each trainee will be assigned a CTO for each discipline (Fire/EMS/Police) That CTO will be responsible for the training. Only one (1) CTO will receive the incentive per trainee per discipline.

SECTION 7: SUPPLEMENTAL ASSIGNMENT INCENTIVE:

Beginning July 1, 2012, Employees who accept an appointment from management for training scheduler, shift scheduler, CJIS TAC, and/or CAD Administrator shall be eligible for a \$500 annual incentive payment providing that participating Employees must perform the duties for an entire calendar year. Employees performing such supplemental assignments at the time of the ratification of this contract, and who continue to perform such assignment in a satisfactory and timely manner through the remainder of the calendar year shall receive a stipend of \$250.

The incentive shall be paid annually in the month of January. Refusal and/or failure of the Employee to complete assignments in a satisfactory and/or timely manner shall disqualify the

Employee for the incentive regardless of whether the Employee has already provided services during the year.

SECTION 8: CROSS TRAINED EMPLOYEES:

All crossed trained bargaining unit employees will be scheduled to work all disciplines (Fire/EMS and Law Enforcement dispatch) at least two (2) times each month. The only exception will be if the dispatcher is training a new employee.

Section 9: Parity Clause:

If the Allegany County Sheriff's Department Patrol Division, the Allegany County Sheriff's Department Corrections Division, or the non-Union employees of Allegany County receive an across-the-board (meaning all members of said group) COLA, one-time stipend/bonus, upgraded pay grade and/or any wage enhancement larger than the 2% agreed to by Local 1521, Local 1521 will receive the additional increase. (Example: If Local 1521 agrees to the County's offer of 2% and the County then gives one of these groups 3%, Local 1521 would receive an additional 1%.) Nothing in this clause shall preclude the parties from agreeing to a wage adjustment prior to the expiration of this Contract, if the County conducts an across-the-board wage study, and the wage study is implemented through negotiations with Local 1521 and any other employee's bargaining units. The parties agree that this clause shall expire on June 30, 2021, or earlier by mutual agreement of the parties, and will be removed from the collective bargaining agreement at such time.

ARTICLE XVIII:
SAFETY AND HEALTH

SECTION 1: SAFETY:

The Employer and the Union shall cooperate in the enforcement of safety. Should an employee feel that his work requires him to be in unsafe or unhealthy situations, the matter shall be considered immediately by supervision. If the matter is not adjusted satisfactorily, it may become the subject of a grievance and will be processed according to the Grievance Procedure. No employee shall be required to operate an unsafe piece of equipment or perform work in an unsafe or unhealthy condition as determined by supervision.

SECTION 2: UNIFORM ALLOWANCE:

The Employer shall provide three (3) uniform shirts and three (3) pair of trousers per year, and dispatcher badges to each Employee. In the event an Employee wishes to substitute the order for other approved items of apparel, he may do so, provided it is approved by the Employer, but the total uniform allowance may not exceed three hundred dollars (\$300) per employee annually. The Employer will not provide any cleaning or maintenance of these uniforms. Employees are required to wear their uniforms while on duty and to maintain them in a clean and neat manner.

SECTION 3: ALCOHOL AND DRUG SCREENING:

The 911 Joint Communications Center is a drug and alcohol-free workplace. The use of or being under the influence of illegal drugs and/or alcohol is inconsistent with the behavior

expected of employees.

The use of illegal drugs and alcohol and misuse of prescribed and over-the-counter drugs subjects employees and the first responders and the public we serve to unacceptable safety risks that undermine the ability to operate safely, effectively, and efficiently.

The use, possession, distribution, or sale of controlled substances such as drugs or alcohol, being under the influence of such controlled substances (drugs and/or alcohol), or testing positive for alcohol or drugs including, but not limited to, inactive components or metabolites associated with the use of such drugs is strictly prohibited while on duty, while on County premises or work sites, and/or while operating the County's equipment or vehicles.

The 911 Joint Communications Center participates in post-offer, random, for cause, and post-accident testing.

ARTICLE XIX: **BULLETIN BOARDS**

The Employer will maintain a bulletin board 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 President of the Union. Final approval on posting any material shall be made by the Employer after reviewing it with the Union Steward.

ARTICLE XX: **NON DISCRIMINATION**

No employee 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. There shall be no discrimination or harassment of an employee because of the filing of grievance, or because of Union affiliation or activity.

ARTICLE XXI: **TERMINATION, CHANGE, OR AMENDMENT**

This Agreement shall become effective on July 1, 2019, and remain in full force and effect until June 30, 2021. 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, 2021.

ARTICLE XXII:
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 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:
STAFF MEETINGS

All staff meetings requested by the Chief of 911 Joint Communications will occur during working hours and an Employee will be paid while attending these meetings. Employees will receive compensatory time for attending various 911 Joint Communications meetings.

Two (2) employees shall be allowed compensatory time to attend Union negotiation meetings.

IN WITNESS WHEREOF, the County Commissioners of Allegany County, Maryland, the Employer, and the Maryland Public Employees Council No. 67, AFSCME, AFL-CIO, the Union, have caused this Agreement to be executed in their respective names and attested by their duly authorized officers, this 24 day of June, 2021.


BOARD OF COUNTY COMMISSIONERS OF ALLEGANY COUNTY, MARYLAND



Jacob Q. Shade, President



Creade V. Brodie, Commissioner




David J. Caporale

ATTEST:




Jason Bennett, County Administrator



T. Lee Beeman, Jr. County Attorney

LOCAL 1521C, MARYLAND PUBLIC EMPLOYEES, COUNCIL #67, AFSCME,
AFL-CIO



Matt Ross, President



Carroll Braun, Staff Representative

