

**LABOR-MANAGEMENT AGREEMENT**

**BETWEEN**

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

**ALLEGANY COUNTY TRANSIT**

**AND**

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

**EFFECTIVE  
JULY 1, 2021 UNTIL JUNE 30, 2027**

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## AGREEMENT

**THIS AGREEMENT**, made and executed in duplicate, this 1<sup>st</sup> day of July, 2021, by and between the Board of County Commissioners of Allegany County, a county in the State of Maryland (hereinafter known as the "Employer") and the American Federation of State, County and Municipal Employees, AFL-CIO, Local #1633 (hereinafter referred to as the "Union"). The rights, obligations and duties of the Employer under this Agreement may be executed through its agents, the management employees of Allegany County Transit Division (Department of Public Works).

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

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

### **NOW, THEREFORE, THIS AGREEMENT WITNESSETH:**

That in consideration of the premises and the stipulations hereinafter set forth, the parties hereto agrees as follows:

### **ARTICLE I – UNION RECOGNITION AND MEMBERSHIP**

**SECTION 1: RECOGNITION OF UNION:** Employer recognizes Union Council 67, American Federation of State, County and Municipal Employees, as the sole and exclusive bargaining agent of all hourly paid employees defined as all full-time bus drivers, full time van drivers, part-time drivers, mechanics, mechanic helper and dispatcher/driver employed by the Allegany County Transit exclusive of office, clerical and other administrative employees, and all supervisory employees with authority to hire, discharge, promote, discipline or otherwise affect changes in the status of the employees or effectively recommend such action with respect to employees of the Employer.

**SECTION 2: AGENCY SHOP:** All employees covered by this Agreement shall have the option of becoming members of the Union. Paying of Union dues shall be a continued condition of membership.

**SECTION 3: DEDUCTION OF DUES:** Upon request by the Union, the Employer will honor and comply with written authorization for deduction of regular bi-weekly dues from the pay of members of the Union, if such written authorizations are individually signed by employees who are members of the Union, and certified to the Employer by a proper official of the Union. The Union shall furnish to the Employer the individually signed deduction authorization for each Employee who is a member of the Union and shall submit such withholdings for Union dues to the American Federation of State, County and Municipal Employees, AFL-CIO, Council67, not later than the fifteenth (15th) day after the first {1st} day of the succeeding month. The Union will notify the Employer at least thirty (30) days prior to any change in such dues.

**SECTION 4: AFSCME PEOPLE COMMITTEE:** The Employer will provide payroll deduction capability for voluntary employee participation in the AFSCME PEOPLE Committee. Such payroll deduction must be authorized in writing by the employee and shall be administered in accordance with Article I, Section 3, of this Agreement. The Employer shall not be responsible to the employee for the use or payment of such funds by the Union.

**SECTION 5: UNION INSURANCE PLAN:** The Employer agrees to a check-off from the employees wage as specified by the Union for their "Union Insurance Plans". Such check-off must be authorized by the employee in writing.

**SECTION 6: INDEMNIFICATION:** The Union agrees to indemnify and save the Employer harmless from any and all liability resulting from the aforesaid check off System.

## **ARTICLE II: MANAGEMENT RIGHTS**

**SECTION 1: MANAGEMENT RIGHTS:** The employer retains all rights of management of the business of Allegany County Transit and the direction of personnel as expressly limited by this Agreement. These rights, which include, but are not limited to, the right to plan, direct and control the operations or services performed in the County, to employ, promote, reclassify, transfer, suspend, discipline, discharge for "just cause" and to relieve employees from duties because of lack of work or for other legitimate reasons and to decide the methods and schedules of work, are vested exclusively in the Employer subject to the express provisions of this Agreement. Items not expressly contained in this Agreement will remain in the prerogative of the Employer. In case of lack of work, part-time employees shall be relieved first.

**SECTION 2: WORK BY SUPERVISORS:** Supervisors shall not perform work normally performed by employees in the bargaining unit, except to test, instruct, or train employees in the use of new materials, equipment, or methods of operation, or when, in management's judgment, circumstances require intervention by a supervisor to protect life or public or private interest.

## **ARTICLE III: UNION RESPONSIBILITY AND VISITATION**

The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the employees which includes cooperation with the Employer and supporting its efforts. With the permission of the Employer, accredited representatives of the Union (AFSCME, AFL-CIO, Council 67) will be admitted to the property of the Employer during working hours for the purpose of ascertaining whether or not this Agreement is being administered by the parties or for assisting in the adjustments of grievances. Visitation will not be unreasonably denied.

## **ARTICLE IV: STEWARDS AND GRIEVANCE COMMITTEES**

- a) The Union shall select from among its members who are active employees a maximum of two (2) stewards and one (1) alternate to represent employees in the adjustment of grievances within the scope of this Agreement. The Steward's activity shall be to function in all steps of the grievance procedure, and a Steward pursuing a grievance may, with the highest ranking officer of the Union, function as the grievance committee.

- b) The Union will furnish to the Employer in writing a list of the names of all officers and stewards of the Union, and shall notify the Employer promptly in writing of any changes made from time to time herein.
- c) Meetings between the grievance committee and the Employer will be on County time only to the extent that an employee will not lose time for that portion which coincides with his normal work schedule. Grievance meetings will be held at reasonable times mutually agreed upon by the Employer and the Union.

In addition, employees will be paid for all non-worked hours spent in attendance at arbitration proceedings. These hours shall not be used in computing weekly overtime.

- d) With permission of the Employer, a Steward who desires to investigate a grievance, or to discuss a grievance with the employee concerned, or with that employee's supervisor, will be allowed to do so without loss of pay during working hours.

All such activities shall be conducted in a manner which will cause as little interruption as practical of the working time of all concerned. No reasonable request by a Steward to pursue a grievance will be denied by the Employer.

- e) An aggrieved employee shall have the right to be present at each step in the adjustment of their grievance.

#### **ARTICLE V: 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 of the Employer which involves the interpretation or application of, or compliance with, the provisions of this Agreement.

Grievances must be presented within ten (10) working days after the date of their occurrence or the date on which the conditions causing the grievance become known, but in any event no later than ninety (90) working days from the date of the occurrence of the event giving rise to the grievance. Grievances including a claim of unjust discharge or discipline or violation of a Seniority Article must be presented in five (5) working days by filing a written grievance in Step 3.

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

**Step 1:** By conference between the employee(s) concerned, with his steward, and the Transit Division Chief as per the aforementioned ten (10) working day period. The Transit Division Chief shall respond verbally to the Union Steward within ten (10) working days of such discussion.



**Step 2:** Within ten (10) working days after receiving an answer from the Transit Division Chief, if the request or complaint has not been resolved, the Shop Steward or designee, and the complaining employee, shall file a written appeal to the Director of Public Works and discuss the grievance with the Director within ten (10) working days after the written appeal is forwarded by the Union.

The written grievance shall be signed by the aggrieved employee(s) and shall identify the issues and/or provision(s) of the Agreement which the Employer is alleged to have violated. The Director of Public Works will answer the grievance within ten (10) working days after the Step 2 meeting.

**Step 3:** Within ten (10) working days after receiving the Director of Public Works' answer in Step 2, if the grievance has not been satisfactorily resolved, the Shop Steward or designee, and the complaining employee may file a written appeal to the Director of Human Resources or any other County official as designated by the Director of Human Resources or to the person acting in that capacity, stating the reasons for appeal, in addition to the alleged contractual provisions the Union believes the Employer violated. A meeting will then be held with the Director or his designee within ten (10) working days after the written appeal is forwarded by the Union. The Employer shall answer the grievance within ten (10) working days after the Step 3 meeting.

**Step 4:** If the grievance is still unsettled, the Union may, within fourteen (14) working days after the reply of the Director of Human Resources or designee by written notice, request arbitration. The matter will then be referred to arbitration as outlined in Section 4 of this Article.

**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 at Step 2 or above within the specified time limit, the grievance shall be awarded to the Union. 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 work rules, job classifications, and rates of pay as established by this Agreement.

**SECTION 5: CODE OF PUBLIC LAWS OF ALLEGANY COUNTY:** In accordance with the applicable provisions of the Code of Public Local Laws of Allegany County, it is the understanding that the aforementioned grievance procedure provides the method for settling disputes arising between the parties pertaining to the application, meaning, or interpretation of this Agreement.

**SECTION 6: GENERAL PROVISIONS:**

- a) Any employee participant in the grievance procedure (including arbitration proceedings) shall not suffer a loss of pay while hearings are conducted during working hours.
- b) All hearings shall be initiated during working hours as established for the Allegany County Office Complex.
- 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 (1) grievance. When such a grievance situation occurs, the Union shall be notified and the answer directed to the appropriate parties.
- e) The Union President may initiate grievance which affects all employees or a group of employees.
- f) If the aggrieved employee(s) fails to appeal management's decision within the allotted time, said decision shall be considered settled.
- g) Step three (3) grievance hearings shall be recorded and the recording and/or transcript of that hearing shall be available for use by both parties should the grievance be referred to arbitration.

**ARTICLE VI: DISCIPLINE AND DISCHARGE**

Should the employer determine that an employee's conduct justifies discipline, suspension and/or discharge for just cause, the employee may appeal by filing a grievance in Step Three (3) in accordance with Article V, Grievance and Arbitration Procedure.

Reprimands shall be conducted in a manner so as not to embarrass the employee.

## **ARTICLE VII: SENIORITY**

### **SECTION 1: DEFINITION**

- a) Seniority for full-time employees shall be defined as an employee's length of continuous service with Allegany County Transit in years, months, and days from their last date of hire as a full-time employee. A separate seniority list shall be maintained for part-time employees. Part-time employees shall be entitled to exercise their seniority rights solely among part-time employees.

Existing full-time Allegany County Transit employees as of June 30, 2006, shall maintain their seniority based on their full-time, continuous service with the Employer.

There shall be two (2) separate seniority list. They will be:  
Full time drivers and  
Part time drivers

- b) The term "part-time" shall be defined as an employee who is scheduled to work on an as-needed basis.

Part-time employees shall be available for work a minimum of three-fourths (3/4) of the work opportunities within each calendar quarter, unless excused by management. The Union shall be notified of any disciplinary action taken against the employee.

**SECTION 2: PROBATIONARY EMPLOYEES:** Each new employee shall be considered as a probationary employee during the first one hundred eighty (180) calendar days of continuous employment which may be extended by mutual agreement between the Employer and Union.

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 actions shall not be subject to the grievance procedures of this Agreement.

Should a part-time employee go to full-time status, he shall be considered as a probationary employee for the first one hundred eighty (180) work days of continuous employment. An employee moving from part-time status to full-time status shall be credited with all work days accrued while in part-time status and those credited days will count towards the 180 work day probationary period. Part-time employees moving to probationary status as full-time employees shall be governed by the same conditions outlined in the preceding paragraph of this Section.

**SECTION 3: SENIORITY DATE:** After the probationary period is completed, the employee's seniority shall date back to their date of hire. The Employer shall maintain two up-to-date seniority lists (a full time driver and a part time driver). The employees on the list shall exercise their seniority rights as outlined in Article VII of this Agreement. Such seniority shall be posted on the bulletin board. A copy of this seniority list shall be furnished to the local Union when posted.

**SECTION 4: APPLICATION OF SENIORITY:** In all applications of seniority under this Agreement, seniority shall be the determining factor, providing the employee possesses the necessary qualifications and abilities to perform the available work.

**SECTION 5: 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 three (3) working days, [fifteen (15) calendar days if notice to another employer is required – acceptable proof may be required] after having been recalled by written notice sent by certified mail to the employee's last known address on file with the Employer;
- e) Is absent three (3) consecutive days without notifying the Employer and furnishing an excuse satisfying to 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 his 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 released by a doctor;
- g) Is granted Disability Retirement Benefits under the terms of any disability policy provided by the Employer, or by a State or Federal program;
- h) Does not report to work at the termination of an authorized leave of absence or any extension thereof;
- i) Falsifies the reason for leave of absence or is found to be working without the Employer's permission during a leave of absence.

**SECTION 6: REDUCTION IN FORCE:** When the factors of skill and ability are equal, any reduction in force shall be made on the basis of seniority, that is, the employee having the least seniority within their classification shall be laid off first. Full-time employees will be allowed to replace (bump) part-time employees within any job classification in which the full-time employee holds seniority.

Should it be necessary to reduce the number of runs as a result of reduction in Federal, State, or County funds, and changes in policy, the parties agree to meet to discuss the implications and implementation of such reductions.

**SECTION 7: RECALL TO EMPLOYMENT:** Should there be an increase in the work force requiring a recall to a permanent vacancy in a job classification when there are one or more permanent incumbents displaced from the job, the Employer shall post such job vacancy, and the senior qualified displaced incumbent shall have the first right to recall to employment.

**SECTION 8: DAILY ASSIGNMENTS:** Daily assignments shall be made by the Employer so as not to deter or interfere with the efficiency of the operation.

In the event it is necessary to fill a daily vacancy created by illness or other legitimate reason of a temporary duration (balance of the work week), such vacancy shall be filled in the following sequence:

- a) Part-time employees who can complete the entire assignment;
- b) Split the entire assignment with part-time employees;
- c) Split the entire assignment with available full-time employees.

The Employer may make temporary assignments of employees in positions or classifications within the bargaining unit, other than those they normally fill or perform. Temporary assignments will not be greater than twenty (20) consecutive working days unless agreed upon by the employee and the Union. With respect to the FSU shuttle, the employer shall have the right to reassign full time employees during periods when the shuttle route is not scheduled to run.

The Employer will maintain one (1) seniority list for part-time drivers. In the event it is necessary to fill a non-scheduled daily vacancy under this section, drivers will be selected in order of seniority, provided that the employee has the necessary qualifications for the assignment. Succeeding assignments will be offered to the next senior qualified part-time employee using the round robin method.

**SECTION 9: DISTRIBUTION OF OVERTIME (HOLIDAYS AND/OR WEEKENDS):**

- a) All overtime except the FSU shuttle: When the need for overtime occurs on a Holiday and or Saturday or Sunday, the Employer shall first seek to obtain the most

senior employee with the same job classification at the work location where the overtime work is needed and shall continue down the seniority list. Succeeding vacant shifts shall be offered to the next senior employee using the round robin method. In the event no volunteer can be reached, the overtime shall be worked by the least senior qualified employee that can perform such 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.

**b) With respect to the FSU shuttle, the Saturday portion of the route will be filled in the following manner:**

- (1) The run will be assigned to a part time employee, whether stand alone or in combination with another part time route.
- (2) In the event it is necessary to fill a vacancy created by illness or other legitimate reason of temporary duration, the employer shall first seek to obtain the most senior part time employee who is able to complete the entire run and shall continue down the part time seniority list.
- (3) In the event no volunteer can be reached, the vacancy shall be worked by the least senior qualified part time employee that can perform such work.
- (4) Overtime, whether by a part time employee or a full time employee shall be used only as a last resort. If overtime is offered, it will be offered under the guidelines of paragraph "a" of this section.

**SECTION 10: POSTING:**

- a) **Full-Time Vacancy:** When the Employer determines that a full-time vacancy exists; the Employer shall post such vacancy for five (5) working days. Such vacancy shall be awarded whenever possible, within ten (10) working days, after determining the qualifications of the respective applicants. The senior employee, who is qualified, shall be awarded such vacancy. For driver vacancies, consideration shall be given first to those part-time drivers providing they possess the necessary skills and ability to perform such work.

It is the responsibility of an employee who is absent from work to submit his bid for any job vacancy.

- b) **Additional runs for government purposes.** Any trip made on a non-regularly scheduled basis to support a governmental entity or purpose (e.g. in support of tourism or economic development) shall be posted on the bulletin board. The Employer will post

these each week with the daily assignments when such notice is available and will continue to add postings for such runs up to forty-eight (48) hours in advance of such a run, when such notice becomes available after the regular postings, to allow all employees as much time as possible to bid on such runs.

The bidding employee with the greatest seniority shall be awarded the run, with preference given first to full-time drivers, then to part-time drivers, provided that to be eligible to bid the run, the driver must be able to complete the full run without overlapping his/her regular route.

If less than forty-eight (48) hours' notice is provided, the run shall be filled in accordance with Article VII, Section 8, and "Daily Assignments".

- c) **Semi-Annual Posting.** All runs, including contract runs, shall be posted semi-annually (June 1 and December 1, to be effective January 1 and July 1, respectively), allowing all full time drivers to bid such runs. The process of awarding runs shall be based upon seniority as defined in this Article.
- d) **Annual Posting.** Mechanic's schedule's will be posted once annually (December 1, to be effective January 1) allowing all full time mechanics to bid for such shifts. Awarding of schedules will be based upon seniority as defined in this Article.
- e) **Job Vacancy-** When an employee is going to be absent from work for an extended period (more than 14 days), their route will be assigned to a driver based on seniority until the employee returns to full duty. Upon their return, the employee will be returned to their route.

If the bid process occurs while this employee is off for an extended period, the employee will be contacted, via phone, and asked their bid/route preference. The replacement driver will continue to cover this employee's route until they return to full duty.

#### **ARTICLE VIII: JOB DESCRIPTION AND CLASSIFICATIONS**

All employees of Allegany County Transit have been classified as outlined in their Job Description and Classification.

Should circumstances warrant the creation of a new job classification(s) in addition to those designated in the Appendix, or if the Employer combines the duties of an existing classification; the Employer will meet the Union representatives to discuss establishment of a rate for said job classification and job description. 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.

#### **ARTICLE IX: NO STRIKE**

During the term of this Agreement, the grievance provisions of this Agreement and the remedies and procedures provided by statute shall be the sole and exclusive means of settling any dispute between the employees and/or the Union and the Employer whether relating to the application of this Agreement, economic matters, or otherwise, and accordingly neither the Union nor employee will instigate, promote, sponsor, engage in, or condone any strike, slowdown, sick out, concerted stoppage of work, or any other intentional interruption of work.

The Employer shall have the right to discharge or otherwise discipline any employee who violates the provisions of the foregoing sentence; and, in the event a grievance is filed, the sole question for arbitration shall be whether the employee engaged in the prohibited activity.

### **ARTICLE X: HOURS OF WORK**

**SECTION 1: WORK SCHEDULES:** All hours involved in driving shall be governed by the Maryland Center handbook and considered intrastate driving in accordance with the Transportation Article of the Annotated Code of Maryland as amended from time-to-time. The Employer will make a reasonable effort to schedule all full-time employees in the bargaining unit for a forty (40) hour work week, provided, however, that this does not constitute a guarantee of hours per day or per week. Hourly workers will be compensated for work in excess of forty (40) hours per week at a rate of time and one half (1 1/2) in accordance with the Fair Labor Standards Act. Exceptions to the Act are holidays, bereavement leave, vacation leave, personal days, compensatory time, and sick leave.

Schedules of work will not be changed once posted unless agreed upon by the Employer, the employee and the Union. Work schedules showing the employees' shifts, work days, and hours shall be posted on the bulletin boards at all times. Part-time employees will be given advance notice of their work schedules at the earliest time possible. At least one day notice is normal unless extenuating circumstances or emergencies arise.

**SECTION 2: HOURS WORKED:** Hourly rated employees will be compensated for all hours worked. As a general rule, the term "hours worked" includes:

- a) All time which an employee is required to be on duty or to be on Allegany County Transit (ACT) premises or at a prescribed work place.
- b) Scheduled waiting time (stand-by or layover) when the employee has not been completely relieved from duty; but is responsible for performing some duty on behalf of the ACT. A break in time (holdover) of one (1) hour or less time between two assignments or pieces of work will be considered as work time.
- c) Travel time, when an employee is relieved at a point other than his starting point and is required to return to the starting point.
- d) The term "hours worked" does not include:



- 1) Time accrued because of early sign-in or punch in at the beginning of the day or late sign-out at the end of the day, when done solely for convenience of the employee.
- 2) Bona fide meal relief periods provided during period at a designated location.

**SECTION 3: REPORTING ALLOWANCE:** Any (full-time) employee called to work outside his regular schedule shift shall be guaranteed four (4) hours of work at this regular straight time rate. Call time shall be distributed to employees within the same job classification and by seniority. Employees shall have the option to receive compensatory time.

**SECTION 4: COMPENSATORY TIME:** Employees shall have the option to receive compensatory time in lieu of overtime pay. Compensatory time shall be equal to overtime pay. Said compensatory time shall be scheduled with the Transit Division Superintendent and to be used in accordance with the Rules and Regulations Governing Employees of Allegany County.

**SECTION 5:** Each employee will be granted up to forty (40) hours of paid administrative leave per fiscal year to be used when Allegany Transit closes due to adverse weather conditions. An employee must be able and available to work to receive pay for the administrative leave for the period of the closure. Unused hours may not be carried over to the next fiscal year.

**ARTICLE XI: HOLIDAYS**

**SECTION 1: HOLIDAYS OBSERVED:** The following days shall be recognized and observed as Holidays:

New Year's Day	Labor Day	Christmas Eve
Martin Luther King Day	Veterans Day	Christmas Day
Memorial Day	Thanksgiving Day	New Year's Eve
Fourth of July	Day after Thanksgiving	Employee's Birthday

Whenever any of the Holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of these holidays falls on a Sunday, the succeeding Monday will be observed as the Holiday.

**SECTION 2: HOLIDAY PAY:** Employees eligible for holiday pay shall receive eight (8) hours pay at their regular straight time rate for their permanent Classification.

**SECTION 3: HOLIDAY PAY ELIGIBILITY:** In order to be eligible for pay for holidays not worked, an employee must meet all of the following requirements:

- a) The employee must complete four (4) consecutive months of employment prior to the holiday. Upon satisfactorily completing the probationary period, the Employer shall

pay the employee retroactive for any holidays they would otherwise be entitled to receive.

- 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 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.
- d) Employees working on any of the holidays observed in this Article shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay, in addition to the holiday pay, for those hours worked. However, the employee has the option to request compensatory time equivalent to that rate of pay.

**ARTICLE XII: VACATION**

**SECTION 1: VACATION ACCRUAL:** Full-time employees are granted paid vacation based upon years of service with the County. Vacations must be taken annually for the benefit of employees' physical well-being as well as for operating effectiveness. Vacation is provided to ensure that employees take time for relaxation and recreation from work assignments and responsibilities.

- a) Full-time County Employees shall accrue vacation time as follows:

	Hours per Pay	No. of Pays	Total 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

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.

**SECTION 2: VESTED VACATION HOURS:** No vacation time may be earned during probationary employment, but after an employee has successfully completed the mid-point probationary employee evaluation, the first ninety (90) calendar days of employment shall be considered in calculating said employee's vacation privileges, and the employee shall be able to use vacation subject to the provisions of this Article.

**SECTION 3: VACATION ACCRUED:**

- a) 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.
- b) 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.
- c) Employees shall be entitled to take one (1) week of their paid vacation days in one-day increments, provided they submit a written request to the Employer a minimum of forty- eight (48) hours prior to the requested leave.

All remaining vacation must be taken in two (2) or more day increments. Written requests for vacation must be submitted to the Employer seven (7) calendar days prior to the requested leave.

**SECTION 4: VACATION SCHEDULE:**

- a) Vacations are generally given at the convenience of the employee as long as it does not interfere with the orderly operation of the Employer. Department heads shall consider seniority when granting vacations. Written requests for vacation must be submitted to the employee's supervisor in accordance with the time limits set forth in Section 3 of this Article. Management will make its best effort to respond within 10 days.
- b) Each department head shall be responsible for establishing and maintaining accurate accounts of vacation time earned and taken by each employee in the department.
- c) When the vacation schedule has been approved, it will not be changed. Should an emergency develop wherein an employee cannot give proper notice of a vacation leave, consideration will be given to the employee's request subject to his substantiating the nature of such emergency to the satisfaction of the Employer.

**SECTION 5: PART TIME, CONTRACTURAL AND TEMPORARY EMPLOYEES:**

- a) After July I, 2010, part-time employees may earn three (3) days' vacation per year. In order to earn three days' vacation, a part-time employee must have worked an average of twenty (20) hours or more (in excess of 1040 hours) in the previous fiscal year.

A part-time employee who qualifies for vacation days under this section who has become a full-time employee after qualifying shall be entitled to the three days earned under this section in addition to the vacation the employee qualifies for as a full-time employee in the fiscal year where

the employee would be awarded those three days of vacation. The three days of vacation awarded to a part-time employee who has become a full-time employee shall not affect the rate at which that employee accrues vacation leave as a full-time employee.

- b) Contractual and temporary employees may be awarded vacation based upon the terms of their employment agreements.

**SECTION 6: HOLIDAYS FALLING DURING VACATION PERIOD:** If a holiday falls within an employee's vacation period, he shall not be charged vacation time.

**SECTION 7: VACATION PAY:** Each employee granted a vacation under this Article will be paid at the hourly rate of his permanent classification immediately prior to taking vacation. Should an employee be working temporarily in another classification prior to taking vacation, he shall be paid at his permanent classification rate and not at the temporary rate to which he had been assigned. Vacation leave will be compensated on an hour-for-hour basis utilizing accrued vacation hours, e.g., an employee regularly scheduled for six (6) hours on a particular day will utilize and receive payment for six hours of accrued vacation time when taking vacation on that day.

### **ARTICLE XIII: 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, of Allegany County Transit Division, in accordance with the following:

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

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

**SECTION 2: LIFE INSURANCE:**

- a) Life insurance for all active employees shall be provided by the Employer in the amount of \$25,000.00
- b) Upon retirement, as defined in Article 1.2, Definitions, 1.212 of Rules and Regulations Governing Employees of Allegany County, Maryland, 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:** Effective July 1, 2006, the County will participate in the changes to the Maryland State Pension Plan.

**SECTION 4: VISION PLAN:** Employees may participate in the County-sponsored Vision Plan and shall be required to pay full premium coverage level selected.

**ARTICLE XIV: SICK LEAVE**

**SECTION 1: DEFINITION:** Sick leave is paid leave that may be granted to each eligible full-time employee who, by reason of sickness or by reason of injury or disability arising outside the scope of employment, makes it impossible for him to perform the duties of his position.

Sick leave may also be granted for medical, optical, and/or dental examinations or treatments, provided that the Employer is notified by the employee at least one (1) week in advance of the time of the appointment, except for documented emergencies. Transit Director will respond to request within forty-eight (48) hours of receiving said request. Subsequent proof of the examination or treatment, on the County form signed by the physician, must be submitted by the employee upon return to work. Such use of sick leave shall be limited only to time necessary for examination and/or treatment unless additional time is specified by the physician.

Sick leave may also be granted when quarantine by a physician is placed on an employee because of exposure to a contagious disease.

**SECTION 2: SICK LEAVE CREDIT AND ELIGIBILITY:** Eligible full-time employees shall earn 4.62 hours of sick leave per pay period worked, up to a maximum of 120 hours per fiscal year. Eligible employees shall be entitled to accumulate unused sick leave from year to year up to an unlimited number of days, and may use all or part of same for any illness.

In the event of the retirement or death of an eligible employee who has qualified for sick leave hereunder, said employee or their dependents shall be entitled to compensation for earned and accumulated sick leave up to a maximum of one hundred twenty (120) days, based upon accumulation.

No sick leave shall be allowed during the probationary period of employment. Upon successful completion of the probationary period, an employee shall have his sick leave credited back to his date of hire.

**SECTION 3: NOTIFICATION OF ILLNESS AND VERIFICATION:** An employee who becomes ill outside of work must report off sick by telephone to his supervisor or other designated person in his assigned area as soon as possible, but no less than one (1) hour prior to the employee's designated time to start work. The employee must personally contact the supervisor, except under emergency conditions. Failure to provide appropriate notice shall result in denial of paid sick leave unless proof is subsequently furnished by the employee that the reporting delay was unavoidable.

For absences from work in excess of three (3) consecutive working days, an employee shall provide a valid physician's certificate indicating: 1) the length of the absence required by the illness; and 2) a return to work date.

For absences of three (3) days duration or less, the Department Head may require, at his discretion that the employee provide a valid physician's certificate indicating the length of the absence required by the illness. All such certificates must bear the original signature of the physician.

Paid sick time shall not be used to duplicate or "pyramid" benefits during any period that the employee is on a paid status from the employer (including, but not limited to vacation, bereavement leave, and paid holiday), or on Workers' Compensation. Any Workers' Compensation payments due an employee during a period when full wages are being paid by the Employer through sick leave shall be endorsed and/or otherwise remitted to the Employer.

An employee who has reported off work due to illness in excess of three (3) days shall give twenty-four (24) hours advance notice to his supervisor of his scheduled return to work.

After more than two occurrences, any employee who reports off sick the day preceding or following a defined holiday, shall not receive wages for the holiday without providing evidence through a valid physician's certificate for being off the scheduled work day preceding or following the defined holiday (e.g., if a holiday is on a Friday, the employee reports off sick Thursday or the following Monday, wages shall be withheld for Friday if a valid physician's certificate is not provided).

**SECTION 4: NON-ABSENCE INCENTIVE:** Full-time, eligible employees shall receive a non-absence incentive of \$75 or eight (8) hours of pay at their regular rate, whichever is greater, for each six (6) months of service without any absenteeism, tardiness, or use of sick leave.

**SECTION 5: MARYLAND SICK AND SAFE LEAVE ACT:** To the extent that any provision of this Article conflicts with the Maryland Sick and Safe Leave Act, an Employee shall be afforded all rights conferred pursuant to the Maryland Sick and Safe Leave Act.

#### **ARTICLE XV: PERSONAL DAYS**

Thirty-two (32) hours of personal leave will be granted to each full-time employee on a fiscal year basis. Forty (40) hours of personal leave will be granted to each full-time employee on a fiscal year basis in Presidential and County election years. Personal leave may not be carried over into a subsequent fiscal year.

Personal Leave will be paid at the Employee's regular straight-time rate of pay.

- a) Personal Leave may be taken into hourly increments; however, any hourly use must be approved in advance.

- b) Personal days shall not be allowed on the day immediately preceding or immediately succeeding a Holiday as provided in Article XI of this Agreement unless it is related to a substantiated, bona fide emergency.
- c) Requests for Personal Days must be submitted to the employee's supervisor a minimum of twenty-four (24) hours in advance of when the Personal Day is to be taken.
- d) Part-time employees will be granted three (3) Personal Days on a fiscal year basis. To qualify for Holiday or Personal Days, a part-time employee must have worked an average of twenty (20) hours weekly for the previous contract year.
- e) Employer may deny requests for Personal Days on the basis that granting the request for Personal Day would result in a shortage of employees to fill the scheduled routes during the shift.

#### **ARTICLE XVI: LEAVES OF ABSENCE**

**SECTION 1: REGULAR:** At the Employer's discretion, leaves of absence may be granted to employees who have completed twelve (12) months of continuous service with the Employer, for sickness and/or accidents (non-work related). All leaves of absence must be requested in writing. Leaves will not be granted for other employment, or for a period of more than six (6) months. An additional leave up to twelve (12) months may be provided if permission is obtained from the County Commissioners.

**SECTION 2: BEREAVEMENT LEAVE:** An eligible full-time employee shall be entitled to a leave of absence, not to exceed five (5) days (forty [40] hours, with pay, in the event of a death in his immediate family. The term immediate family refers to the Employee's father, step-father, mother, step-mother, wife, husband, child, step-child, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, brother, step-brother, sister, step-sister, son-in-law, daughter-in-law, grandmother, step-grandmother, grandfather, and step-grandfather. 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.

**SECTION 3: MILITARY:** Any employee of the ACT, 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 official orders. While on such leave, said employee shall receive his regular salary for a maximum of fifteen (15) consecutive calendar days in any one calendar year.



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

**SECTION 4: 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 for such time as he is required to be away from his job during his regularly scheduled hours of work. It is to be understood that this allowance covers only time lost while actually engaged in such court service, and no provision is made or intended to cover payment for time lost outside of regular working hours.

Employees 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.

**SECTION 5: FAMILY MEDICAL:** Family leave shall be granted in accordance with the Family and Medical Leave Act.

**SECTION 6: UNION LEAVE OF ABSENCE:**

- a) Notwithstanding other provisions of this Agreement, any employee elected or appointed as an employee of the Union, shall be granted a leave of absence without pay for the term of the election or appointment of his office or any extension thereof. The Employer, however, must be notified in writing at least two (2) weeks in advance of the employee's leave.
- b) Leaves of absence with pay shall be granted to Union officers and/or stewards to attend training and to serve as delegates to conventions and organization conferences related to the Union for a maximum of sixteen (16) man-days per Agreement year. A minimum of one (1) week written notice shall be given before such leave is granted.
- c) During the term of this Agreement, the Employer will pay the regular rate of pay to no more than two (2) bargaining unit representatives during contract negotiations.

## **ARTICLE XVII: SAFETY AND HEALTH**

The Employer and the Union shall cooperate in the enforcement of safety. Should an employee feel that his work requires him to be in an unsafe or unhealthy situation, the matter shall be considered immediately by the employee's supervisor. If the matter is not adjusted satisfactorily, a grievance shall be processed according to the grievance procedure.

### **ARTICLE XVIII: ALCOHOL MISUSE AND PROHIBITED DRUG POLICY**

Employees are required to comply with all provisions of the Allegany County Transit Alcohol Misuse and Prohibited Drug Policy as approved by the Maryland Department of Transportation and amended from time to time by changes in Federal regulations promulgated by the Federal Transit Administration and/or Department of Transportation.

### **ARTICLE XIX: UNIFORMS AND PROTECTIVE EQUIPMENT**

**SECTION 1:** Employees shall wear suitable attire, including issued uniform shirts and long dress or uniform trousers. Shorts may be worn between Memorial Day and Labor Day. Article 10.7, Dress Code, of the Rules & Regulations Governing Employees of Allegany County is incorporated herein as a reference for suitable attire.

**SECTION 2:** The Employer will provide all shop employees once a year with a reasonably priced pair of safety shoes, up to two hundred dollars (\$200.00), which must be worn at all times while at work.

**SECTION 3:** The Employer will reimburse the Employee the difference between a regular and a CDL License.

### **ARTICLE XX: BULLETIN BOARDS**

The Employer will maintain glass enclosed bulletin boards for the use of the Union. Only information approved by the Union President or Shop Steward will be placed on the Board. Items other than meeting notices, seniority lists and Union benefit flyers will be approved by the Supervisor prior to posting.

### **ARTICLE XXI: NON-DISCRIMINATION**

**SECTION 1:** 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.

**SECTION 2:** No employee eligible for membership shall in any manner, be discriminated against, coerced, restrained, or influenced on account of being a member of the Union, or being

an officer thereof or participating in legitimate Union activities. The Union agrees that no employee eligible for membership who elects not to become a member of the Union shall, in any manner, be discriminated against, coerced, restrained, or influenced.

#### **ARTICLE XXII: SAVING CLAUSE**

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

#### **ARTICLE XXIII: 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 XXIV: EMPLOYMENT SECURITY**

No employee in the bargaining unit will be laid off as a result of contracting out. Should the occasion arise where it is necessary to contract out work on a temporary basis, any employee on lay-off shall be given first opportunity to fill such jobs provided they possess the necessary qualifications and abilities.

#### **ARTICLE XXV: WAGES**

##### **SECTION 1: WAGES:**

**A. Pay Scale:** Employees shall be paid according to the following pay scale:

**Bus Driver**

Years of Service*	Salary	Hourly Rate
0-5	\$33,000.00	\$ 15.8654
>5-10	\$35,000.00	\$ 16.8269
>10-15	\$37,000.00	\$ 17.7885
>15-20	\$39,000.00	\$ 18.7500
>20-25	\$41,000.00	\$ 19.7115
>25	\$43,000.00	\$ 20.6731

**Van Driver**

Years of Service*	Salary	Hourly Rate
0-5	\$31,000.00	\$ 14.9038
>5-10	\$33,000.00	\$ 15.8654
>10-15	\$35,000.00	\$ 16.8269
>15-20	\$37,000.00	\$ 17.7885
>20-25	\$39,000.00	\$ 18.7500
>25	\$41,000.00	\$ 19.7115

**Mechanic**

Years of Service*	Salary	Hourly Rate
0-5	\$35,000.00	\$ 16.8269
>5-10	\$37,000.00	\$ 17.7885
>10-15	\$39,000.00	\$ 18.7500
>15-20	\$41,000.00	\$ 19.7115
>20-25	\$43,000.00	\$ 20.6731
>25	\$45,000.00	\$ 21.6346

**Dispatcher**

Years of Service*	Salary	Hourly Rate
0-5	\$34,000.00	\$ 16.3462
>5-10	\$36,000.00	\$ 17.3077
>10-15	\$38,000.00	\$ 18.2692
>15-20	\$40,000.00	\$ 19.2308
>20-25	\$42,000.00	\$ 20.1923
>25	\$44,000.00	\$ 21.1538

\*Years of Service shall be defined, for the purposes of this Pay Scale as determined by hire date within the Transit Division.

**B. Part-Time Employees:** Part-time employees shall be paid at the equivalent hourly rate for their respective position as outlined in the Pay Scale in Section A. (By way of example, a Part-time dispatcher with 3 years of service would be paid at the hourly rate of \$16.3462.)

**C. Cost of Living Adjustments (COLA):** For the term of this agreement, Employees shall receive the same, if any, COLA awarded to Classified Employees by the Board of County Commissioners. Any COLA would apply as of July 1 of the upcoming fiscal year. For the term of this agreement, any COLA adjustments will apply to the entire pay scale in Section A.

In addition to the wage increases noted here, the parties have agreed to a program of wage enhancement. A statement of that enhancement is attached hereto and made a part hereof.

**SECTION 2: BI-WEEKLY PAY:** The County will pay employees bi-weekly.

**SECTION 3: LEAVE REQUEST:** An employee calling off from work will indicate which category of leave, i.e. vacation, sick, personal day, etc., the employee wishes to have used so that a full pay will be received by the employee for that pay period.

Provided that leave has been approved, if an employee fails to indicate which type of leave is being requested, the Employer may designate the leave category for the employee. An employee shall file a written Request for leave within three (3) days of the employee's return to work and may by that written Request for Leave change the leave category when one was assigned by the Employer.

If an employee fails to request a change in type of leave taken within three (3) days of returning to work, the designation of the type of leave shall remain as designated by the Employer and that assignment of a leave category by the Employer may not be grieved by an Employee.

**SECTION 4: SHIFT DIFFERENTIAL:** A shift differential of forty cents (\$.40)/per hour shall be granted for an employee working a full shift beginning on or after 2:00 p.m.

#### **ARTICLE XXVI: FEDERAL, STATE AND COUNTY FUNDED EMPLOYEES**

Should any Federal, State, and/or County funded employee come to work for ACT, such employees will be governed in all respects by this Agreement.

#### **ARTICLE XXVII: TERMINATION, CHANGE OR AMENDMENT**


This Agreement will become effective on July 1, 2021, and remain in full force and effect through June 30, 2027. 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, 2027.

The Agreement shall not be reopened during the term of the Agreement for economic matters without the written consent of both parties. Between July 1, 2024 and June 30, 2025, the Agreement may be reopened by either party upon written request for the limited purpose of negotiating non-economic matters. During reopening, each party may present up to three (3) non-economic proposals. For the purposes of this article, an economic matter is one which will result in a change to the expenditure by the Board of County Commissioners of Allegany County, Maryland.

**SIGNATURES**

IN WITNESS WHEREOF, the board of County Commissioners of Allegany County, Maryland, the Employer, and the Maryland Public Employees Council 67, AFSCME, AFL-CIO and Local 1633, AFSCME, AFL-CIO, the Union, have caused this Agreement to be executed in their respective names and attested by the duly authorized officers this 24 day of June, 2021.

BOARD OF COUNTY COMMISSIONERS OF ALLEGANY COUNTY, MARYLAND

  
\_\_\_\_\_  
Jacob L. Shade, President

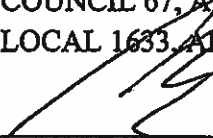
  
\_\_\_\_\_  
Creade V. Brodie, Jr., Commissioner


  
\_\_\_\_\_  
David J. Caporale, Commissioner

ATTEST:   
\_\_\_\_\_  
Jason M. Bennett, County Administrator

  
\_\_\_\_\_  
T. Lee Beeman, Jr., County Attorney

MARYLAND PUBLIC EMPLOYEES COUNCIL 67, AFSCME, AFL-CIO AND LOCAL 1633, AFSCME, AFL-CIO

  
\_\_\_\_\_  
Carroll E. Braum, AFSCME Labor Relations Specialist

  
\_\_\_\_\_  
Jack Davis, President

  
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Raymond Lease

  
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James Brant



**APPENDIX**

**ALLEGANY COUNTY TRANSIT  
BARGAINING UNIT JOB CLASSIFICATION**

**POSITION**

**VAN DRIVER**

**BUS DRIVER**

**DISPATCHER**

**MECHANIC HELPER**

**MECHANIC**