



ROBERT G. CASSILLY

Harford County Executive

FOR IMMEDIATE RELEASE

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Harford Executive Vetoes Unlawful Union-Backed Bill Requiring Binding Arbitration to Resolve County Employment Disputes; Bill 25-012 Violates County Charter

BEL AIR, Md., (Dec. 10, 2025) – Harford County Executive Bob Cassilly has vetoed legislation that imposes unlawful and costly binding arbitration by out-of-county entities to resolve county government employment disputes. Bill 25-012 conflicts with the County Charter, which exclusively assigns final resolution authority to the citizen-led Personnel Advisory Board at no cost to taxpayers.

County Executive Cassilly's veto message, delivered to the County Council earlier today, reads in part:

"Bill 25-012 prioritizes special interests over County taxpayers, hands significant authority over important local matters to unelected, costly, out-of-county arbitrators, unnecessarily introduces conflict and expense into existing County workforce processes that have created a harmonious work environment, inserts binding arbitration into a process that has long been effectively handled by the citizen-led Personnel Advisory Board ("PAB") at no cost to taxpayers, and exposes the County to litigation, escalating costs, and reduced accountability. Most importantly, Bill 25-012 violates the County Charter in several ways, most notably because the Charter establishes the PAB as the exclusive final authority on such matters, yet this Bill imposes binding arbitration as the new final authority. There simply cannot be two final authorities, and Council members and I have sworn to uphold the Charter."

In addition, the Council President's conflict of interest involving this legislation is cited in the County Executive's full veto message, which is attached.

ROBERT G. CASSILLY
Harford County Executive



ROBERT S. McCORD
Director of Administration

MEMORANDUM

TO: Patrick S. Vincenti, Harford County Council President
Members of the Harford County Council

FROM: Robert G. Cassilly, Harford County Executive

DATE: December 10, 2025

RE: **Bill 25-012 Labor Relations – Chapter 38 Personnel**

President Vincenti and Members of the Council:

Pursuant to Section 311 of the Harford County Charter (the "Charter"), I hereby veto Bill 25-012.

Bill 25-012 prioritizes special interests over County taxpayers, hands significant authority over important local matters to unelected, costly, out-of-county arbitrators, unnecessarily introduces conflict and expense into existing County workforce processes that have created a harmonious work environment, inserts binding arbitration into a process that has long been effectively handled by the citizen-led Personnel Advisory Board ("PAB") at no cost to taxpayers, and exposes the County to litigation, escalating costs, and reduced accountability. Most importantly, Bill 25-012 violates the County Charter in several ways, most notably because the Charter establishes the PAB as the exclusive final authority on such matters, yet this Bill imposes binding arbitration as the new final authority. There simply cannot be two final authorities, and Council members and I have sworn to uphold the Charter.

It is noteworthy that Bill 25-012 is sponsored by Councilman Bennett, the first Council member to also sit as a member of a government employee union whose employer, the Board of Education, receives nearly one-half of all county tax dollars. While the County Charter intended to prohibit such a clear conflict of interest by disqualifying Council members who work for entities funded by County taxpayers, Maryland's highest court ruled that the Charter's prohibition was unclear and allowed Councilman Bennett to sit on the Council. The proper remedy for the court's ruling would have been for the

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Council to introduce a clarifying amendment to the Charter. Instead, the Council ignored its obligation to uphold the Charter, embraced Councilman Bennett's presence on the Council, allowed a second union member onto the Council, and appointed Councilman Bennett as the Council's own liaison to the Board of Education where both Councilman Bennett and his spouse are employed. The Council's unprecedented actions forced the County Executive to defend the Charter over the Council's considerable opposition and dereliction.

As the first government union member to sit on the Council, Councilman Bennett's actions have justified the concerns of the Charter drafters and the voters who approved the Charter. Bill 25-012 is the Councilman's latest attempt to satisfy the special interests of government labor unions, at substantial risk to County taxpayers. The binding arbitration mandated by Bill 25-012 would increase County costs and liabilities.

Conflict of Interest: During the time that this bill was drafted, approved for the agenda, subjected to public hearing, and ultimately passed by council, the Council President's daughter was, and continues to be, a member of a county government employees' union and had filed a grievance that would be affected by the Bill's passage. This presented a direct conflict of interest by the Council President who failed to inform Council members or the public of this conflict and failed to recuse himself from the vote on the Bill. This conflict should also preclude the Council President from voting on any consideration of this Veto.

Especially in this light, the process by which the Council's vote on Bill 25-012 was orchestrated is disturbing. The public hearing on the Bill was held October 21st after the Council received unrebutted advice from highly qualified labor law attorneys who stated that the bill would result in substantial cost increases to County taxpayers, was unnecessary, and would introduce more, not less, enmity into labor relations. A month later, when the bill came up for a vote, Council President Vincenti asked the Council's attorney, Ms. Alegi, to provide her opinion on the Bill. Council members were not permitted the opportunity to confirm Ms. Alegi's opinion with independent labor law experts. Rather, the vote was held immediately following Ms. Alegi's testimony. This process effectively minimized Council members consideration of the labor law experts who had earlier advised that the Bill's language would be interpreted far more broadly than suggested by Ms. Alegi and would impose significant financial burdens on the County.

A Vague and Confusing Bill: Supporters of Bill 25-012 claim that the government union advocates who intensely lobbied Council members in support of the bill and attended the vote were merely seeking a modest change of little consequence that would simply allow a new process for resolving rare disputes as to the interpretation of collective bargaining

agreements. In truth, the Bill's intentionally vague language is far more impactful. It requires binding arbitration for grievances related to the "interpretation, implementation, enforcement, or application" of an agreement. These terms are so broad that any employment dispute could be construed as a "breach of contract" and, therefore, subject to binding arbitration. In fact, it is already a standard union practice to term nearly all labor disputes as involving a "breach of contract." Employment law attorneys warned the Council that such ambiguity invites litigation and would enable unions to force costly arbitration in virtually any dispute, at taxpayers' expense.

Bill 25-012 is also silent on key implementation details. The Bill's sponsor stated that these details were "purposely left for the County to negotiate," which would likely mean those issues would be decided by the outside arbitrators whose determination would favor maximization of arbitration and minimal use of the PAB to resolve disputes. This leaves unresolved the critical issues of how to address the creation of a second "final and binding" authority, the allocation of litigation costs, and responsibility for attorney and arbitrator fees, etc. Employment law attorneys estimate arbitration costs of up to \$15,000 per case, exclusive of the time and expense of County attorneys, outside legal counsel, Department of Human Resources staff and supervisory staff required to engage in arbitration. Neither the Bill nor its supporters address the resulting impact the Bill has on the Personnel Advisory Board which has fairly resolved disputes for decades at no cost to taxpayers.

Contradictory Fiscal Note: The fiscal note accompanying Bill 25-012 is contradictory. The note lacks the essential data for properly gauging the impact Bill 25-012 would have on taxpayers. It states in the fiscal note that there would be "no direct fiscal impact" from the Bill while the note simultaneously acknowledges the Bill would have "unknown long-term cost." The unrebutted expert advice is that the cost to the County to engage in binding arbitration is substantial. The Council's failure to address those increased costs is disturbing, especially when considered in light of the Council's reduction of \$340,000 to the County Law Department's FY26 budget and the Council's dramatic 380 percent increase of its own FY26 legal services budget to a record high of \$840,000. Whether by coincidence or by design, after unjustifiably gutting the County Attorney's budget, the Council now imposes substantial additional arbitration-related costs on that same office, thereby hampering the County Attorney's ability to defend taxpayers' interests during the mandatory arbitration processes.

Violation of the County Charter: I cannot implement legislation that violates the Charter. After careful review and analysis of Bill 25-012 and the County Charter, it is clear that Bill 25-012 is unenforceable because it conflicts with Sections 605, 606 and 607 of the County Charter.

Charter Section 605 makes the Director of Human Resources responsible for the administration of personnel policies established by Charter and law, not an arbitrator. Section 606 establishes the PAB, including a requirement that members be “qualified voters of the County.” Section 607 of the Charter assigns to the PAB authority to hear employee appeals and states that the Board’s decisions “shall be final on all parties concerned.” The Charter therefore establishes one exclusive final decision-maker for employee grievance matters under the PAB’s jurisdiction. Bill 25-012, however, requires all union agreements to include binding arbitration for grievances involving the interpretation, implementation, enforcement, or application of the agreement. This creates an impossible second “final and binding” authority, an out-of-county arbitrator whose decisions would frequently conflict with matters the Charter assigns exclusively to the PAB. In diverting grievances to arbitration, Bill 25-012 directly conflicts with Sections 605, 606, and 607 of the County Charter and cannot be enforced.

To the extent that the decision of an arbitrator has a fiscal impact that requires the diversion of budgeted funds to implement the decision, such decision will violate the budgetary process set forth in Article V of the County Charter. See e.g., *Freeman v. Local 1802, American Federation of State, Cnty., & Munic. Emp. Council 67, AFL-CIO*, 318 Md. 684 (1990). By way of example, County Emergency Medical Technicians (“EMTs”) previously worked 12-hour shifts and receive a shift differential for working the off-hours shift. Through the collective bargaining process, the EMTs negotiated for a 24-hours-on, 72-hours-off schedule and agreed to a revised salary structure that eliminated the shift differential pay. The union, through the Council President’s daughter, filed a grievance demanding shift differential pay that, if made, would require allocation of funds budgeted for other purposes to be diverted to make the payments necessary to pay a shift differential that EMTs agreed to relinquish in exchange for a 24-hours-on, 72-hours-off schedule and increased pay. The PAB ultimately denied the grievance and the union is seeking judicial review of the PAB’s decision. Under Bill 25-012, that issue can be raised anew and will be decided by an arbitrator, whose decision will be final. The budgetary process will be subject to the decisions of an unelected, unappointed arbitrator with no County affiliation with, or accountability to, the citizens of the County.

Alleged Lack of County Cooperation: Allegations by some Council members that the County failed to effectively respond to their questions regarding Bill 25-012 are without merit. The County provided individual question and answer sessions to Council members, including an hour long briefing with a Local Government Insurance Trust employment law expert. The County also responded to multiple calls and emails from Council members, and provided an online meeting with Human Resources and a County employment law attorney.

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Equally erroneous are Council claims that the County refused to consider proposed compromises to Bill 25-012. The proposal to add two union members to the Personnel Advisory Board would have created a biased and imbalanced advisory board, undermining the role of the Charter-created, impartial citizen body, whose members are confirmed by the Council, that has ruled both for and against the County. The PAB is currently comprised of two senior-level human resources professionals and an employment law attorney who together represent many decades of HR experience, union negotiating, contract implementation, disciplinary experience, and more. Creating a pro-union PAB would undermine and politicize a successful and proven process.

There was also a proposal by the Council to insert mediation services as part of the grievance process. At the Council's request, the County offered to add mediation to the union agreements, providing a reasonable, cost-effective option to address employee concerns. Instead, the Council chose the far more expensive path of binding arbitration.

Conclusion: Bill 25-012 violates the County Charter and prioritizes special interests over transparency and fiscal stewardship. It creates multiple conflicting binding final authorities in direct violation of the County Charter. It is also vague, antagonistic, fiscally irresponsible, invites litigation, and increases the likelihood of costly arbitration claims, exposing the County to escalating costs and diminished accountability.

For these reasons, I have vetoed Bill 25-012.



John C. Kenney
Harford County Executive



12/10/25
Date

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