

**AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL EMPLOYEES,
Maryland, Council 3, Local 1802**

Effective July 1, 2023 through June 30, 2024

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MEMORANDUM OF AGREEMENT

HARFORD COUNTY, MARYLAND, hereinafter referred to as the “County,” and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, Maryland, Council 3, Local 1802, hereinafter referred to as the “Union,” have entered into the following agreement for the purpose of promoting harmonious relationships between the County and its employees and the establishment of equitable and peaceful procedures for the resolution of differences.

ARTICLE 1

RECOGNITION AND UNIT

SECTION 1.1 RECOGNITION.

The County recognizes the Union as the exclusive representative of employees, as defined in Section 1.2 of this Article, for the purpose of negotiating collectively with the County pursuant to the Harford County Code Chapter 38, Article I, Labor Relations, with respect to wages, hours and other terms and conditions of employment.

SECTION 1.2 UNIT DESCRIPTION.

(a) Current Classification. The term “employees” shall mean all permanent employees occupying the following positions and classifications.

Assistant Storekeeper	CA3
Central Stores Coordinator	CA5
Chauffeur-Laborer	CA3
Crew Leader I (Parks & Recreation)	CA5
Crew Leader II (Parks & Recreation)	CA6
Equipment Operator	CA5
Equipment Operator Trainee	CA4
Equipment Repair Specialist	CA6
Laborer	LB2
Maintenance Worker I (Parks & Recreation)	CA2
Maintenance Worker II (Parks & Recreation)	CA4
Road Marking Equipment Operator I	CA5

Road Marking Equipment Operator II	CA6
Road Marking Equipment Operator III	PT1
Senior Equipment Operator	CA6
Storekeeper	CA4
Trades/Laborer	CA4
Traffic Sign Mechanic I	CA2
Traffic Sign Mechanic II	CA4
Traffic Sign Mechanic III	CA6
Utility Worker I	CA5
Utility Worker II	CA6

Excluding all temporary employees and any employees employed in any other classification.

(b) Retitled or Additional Classifications. In the event that the above-listed classifications are retitled or in the event that additional classifications are added to the classification and salary plan in accordance with Section 603 of the County Charter which would be eligible for inclusion in the unit described in Section 1.2(a) of this Article, such classification shall be specifically included in this Section, upon the mutual agreement of the County and the Union. In the event the County and the Union are not able to agree as to the inclusion or exclusion in this unit of any retitled or additional classification, the determination of such inclusion or exclusion shall be resolved in accordance with the procedures set forth in Chapter 38, Article I, Employee Labor Relations, of the Harford County Code.

SECTION 1.3 PROBATIONARY EMPLOYEES.

(a) All new employees shall be subject to a six-month probationary period. Once a probationary period has been satisfied, the employee will not be required to serve any further probationary period, except any period established for disciplinary reasons.

(b) A probationary status employee shall be retained beyond the end of his or her probationary period and granted a permanent classified status after six (6) months of probation if the department head certifies that the performance of the probationary employee is satisfactory and recommends to the Director of Human Resources that the employee be granted permanent status.

(c) Employees occupying the position of Laborer shall serve a three (3) month probationary period.

(d) Upon the approval of the Director of Human Resources, a probationary period may be extended for a period of ninety (90) days if the employee's performance is not satisfactory and is still developing.

(e) Employees may not use any annual or personal leave during their probationary period; to include an extension of a probationary period. Sick leave may be used, if available.

SECTION 1.4 NON-DISCRIMINATION .

The County and the Union shall apply the provisions of this Agreement to all employees without discrimination because of age, sex, race, color, disability, religion, national origin, marital status, political or union affiliation.

SECTION 1.5 MEMBERSHIP .

On the date of this Agreement each employee who is a member of the Union in good standing in accordance with its constitution and by-laws shall maintain membership in the Union in good standing for the duration of this Agreement; provided, however, that fifteen (15) days prior to the expiration of the labor agreement, any such employee may withdraw from membership in the Union. The request must be sent in accordance with Section 1.7 of this Agreement or by completing the Union Dues Cancellation form.

SECTION 1.6 USE OF PERSONAL PRONOUNS .

The use of personal pronouns reflecting gender are intended to mean either gender and the use of "his" or "him" means equally "hers" or "her." Their use is solely for convenience and ease of reading and does not refer to any particular gender except in the section on maternity leave, where the female gender is specified by intent.

SECTION 1.7 PAYROLL DEDUCTION AUTHORIZATION .

(a) The County shall deduct, at each regular pay period, out of the current wages payable to each employee member of the Union who individually requests, regular monthly Union membership dues as certified in writing by the director of the Union, upon receipt of a duly executed payroll deduction authorization of the employee, which shall be renewed automatically unless revoked in writing in accordance with Section 1.7(c).

(b) The payroll deduction authorization shall be made only on the membership form provided by the Union.

(c) Authorization shall not terminate unless revoked by each individual employee in writing to the Director of Council 3, Local 1802, 1410 Bush Street, Suite A, Baltimore, Maryland 21230, fifteen (15) days prior to the expiration of the labor agreement. The request must be sent by certified mail postmarked between June 15th and June 30th of the last year of the labor agreement, for submission to the employer on or before July 30th of the same year.

(d) Dues deduction will be terminated by the Payroll Office:

- (1) When the Union loses the required recognition.
- (2) When an employee is separated or resigns from County employment.
- (3) When an employee moves to a position not included in his representative unit.

(e) The County will notify the President of Local 1802 and the representative of Council 3, Local 1802 when an employee is no longer in a payroll status for greater than three (3) days and when the payroll status is reinstated. The County will automatically begin deducting union dues when the employee is reinstated to a payroll status if the employee was formerly a member of Local 1802.

(f) The amounts to be deducted shall be certified to the Board by the Union. The aggregate deductions, together with an itemized statement, shall be remitted monthly to the Union. Such deductions shall be made via electronic fund transfer to the account authorized by the comptroller of AFSCME Council 3, Local 1802.

SECTION 1.8 INSUFFICIENT FUNDS .

The County will not deduct union dues when an employee's net salary for the pay period involved is insufficient to cover the dues after other legal and required deductions have been made.

SECTION 1.9 INDEMNIFICATION .

The Union shall indemnify and save the County harmless against any and all claims, demands, grievances, suits or other forms of liability that may arise by reasons of action taken or not taken by the County for the purpose of complying with any of the provisions of this Article.

SECTION 1.10 CHANGE IN DUES .

The amount of dues deducted will remain the same until the Union certifies to the Director of Human Resources, in writing, over the signature of the Director of the Union, that it has been changed and what the new deduction will be each pay period. The County shall be notified at least two (2) months in advance of the effective date of such change.

SECTION 1.11 VOLUNTARY CONTRIBUTIONS

Union employees will be able to voluntarily contribute, by payroll deduction, a specified amount to the Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.) fund. Contributions will be authorized in writing by AFSCME card and can be ended at any time by the employee by written notice. Such deductions will be remitted by payroll to AFSCME Council 3, Local 1802 by separate check with an accounting of the funds.

ARTICLE 2

COUNTY RIGHTS

SECTION 2.1 COUNTY RIGHTS.

(a) Notwithstanding any other provisions contained herein, it is the exclusive right of the County to determine the purposes and objectives of each of its constituent offices and departments; to set standards of services to be offered to the public; to determine the methods, means, personnel and other resources by which the County's operations are to be conducted and exercise control and discretion over its organization and operations. It is also the responsibility of the County to direct its employees, to hire, promote, transfer, assign or retain employees and to establish work rules; also to demote, suspend, discharge or take any other appropriate disciplinary action against its employees for just cause and to relieve its employees from duty because of lack of work or other legitimate reason, in accordance with the County Charter, and other applicable laws.

(b) All management functions and rights including, but not limited to, the rights set forth in the County Charter and the right to generally determine the mission of the government are retained and vested exclusively in the County except as expressly modified or restricted by a specific provision of this Agreement.

ARTICLE 3

PAY AND CLASSIFICATION PLAN

SECTION 3.1 COMPENSATION.

Employees shall be compensated in accordance with the Pay and Classification Plan as posted on Interactive Workforce (IW) and pay schedules attached to this Agreement.

SECTION 3.2 DEFINITIONS.

As used in this Article, the following terms shall have the meanings indicated:

POSITION - A job having a group of current duties and responsibilities assigned or designated by competent authority, held by a single employee. A "position" may be occupied or vacant.

POSITION CLASSIFICATION - The grade and pay schedule applicable to any position in connection with title.

POSITION DESCRIPTION - A written explanation of one (1) position or of several very similar positions which includes a title, a general description of responsibilities, typical duties and minimum qualifications.

SECTION 3.3 CLASSIFICATION PLAN.

(a) The Director of Human Resources shall be responsible for the administration, interpretation and maintenance of the approved Pay and Classification Plan and the application of this Article.

(b) If an approved classification does not exist, the Director of Human Resources shall recommend to the Personnel Advisory Board the establishment of a new classification for its approval, adoption and inclusion in the Pay and Classification Plan.

(c) The abolition or creation of any position in the Pay and Classification Plan must be approved by the Personnel Advisory Board.

(d) Any changes or additions to the Pay and Classification Plan shall become effective only after approved by the County Council.

(e) Temporary classifications may be established as required to comply with state and federal grants and do not have to be in the approved Pay and Classification Plan for permanent employees. No person employed under a temporary classification shall be assigned as, or paid as, a permanent employee until the position has been duly adopted in the Pay and Classification Plan for permanent employees and the position has been subjected to the normal hiring procedures for new positions. Employees occupying Temporary Positions shall not be entitled to leave, as defined in Article 13 of this Agreement.

(f) The original official copy of all classification specifications in the Pay and Classification Plan will be maintained in the office of the Director of Human Resources.

(g) Interpretation. The Director of Human Resources shall be responsible for interpreting the application of the plan to pay problems which are not specifically covered by these rules and regulations using the principles expressed herein as a policy guide.

SECTION 3.4 EMPLOYEE STATUS; COMPENSATION .

(a) Reinstated employees may be paid at a rate commensurate with their experience and years of service with the County prior to separation.

(b) Exceptions to Subsection (a) above may be granted with the prior approval of the Director of Human Resources.

(c) In-grade pay increase. In-grade pay increases for all permanent classified employees will be awarded by the Personnel Advisory Board when a meets standards performance rating has been recorded by the employee's department head. If eligible, and funding is available and approved, an employee may receive an in-grade increase as of the beginning of the next fiscal year following the anniversary date. All merit increases shall be subject to the provisions of Employee Performance Development Plan Policy HR-37.

(d) Any hourly employee called on duty to do emergency work will be paid at the regular rate for the actual time worked, but in no event shall less than four (4) hours' straight time be paid for the first call-in.

(e) If the hours worked during such call-in, in addition to the hours worked by him during the balance of his workday, exceed eight (8) hours in aggregate total for the workday, he shall be paid according to Section 3.4(d) or 3.4(f), whichever will net him the most compensation.

(f) Call-in time provisions will not apply if an employee is notified at least twelve (12) hours before his new established starting time. An employee shall receive the benefits of the call-in pay for the first call-in only. For subsequent call-ins, time actually worked will be paid at the rate established for overtime (time and a half) in any twenty-four-hour period.

(g) A regular scheduled holiday will be considered as a workday.

(h) Any natural phenomenon (snow, sleet or icing, etc.) which necessitates calling all forces in prior to the regular starting time shall not be treated under this section, but as regular overtime.

SECTION 3.5 OVERTIME .

Employees shall be paid bi-weekly on Friday of the appropriate week. In the event this day is a holiday, the preceding day shall be the pay day.

(a) Hourly employees will be paid one and one-half (1-1/2) times their hourly rate for all required overtime worked in excess of eight (8) hours per day (inclusive of the paid lunch period of one-half (1/2) hour) or forty (40) hours per week.

(b) Time and one-half the employee's hourly rate of pay shall be paid for work as follows:

(1) All work in excess of eight hours per day (inclusive of the daily lunch of one-half hour).

(2) All work in excess of forty (40) hours in any week (inclusive of the daily lunch of one-half hour).

(3) Any work on a holiday.

(4) Any scheduled day off.

(5) Any days recalled from annual or personal leave, provided the annual leave was scheduled five (5) days prior to the day of recall.

(6) In cases where the time and one-half pay will be greater than the four (4) hour guarantee for call in.

SECTION 3.6 OVERTIME DISTRIBUTION .

(a) Overtime work shall be equally distributed to employees working within the same district.

(b) Overtime shall be voluntary except in emergencies.

(c) Employees with the least amount of overtime will be offered overtime first, provided they are the classification needed.

(d) Overtime records shall be maintained for the purpose of this section and furnished to the Union upon request but not more than quarterly by the appropriate director or designee.

(e) For the purpose of hour count, any call-in shall be considered as a minimum of four (4) hours.

SECTION 3.7 RECALL FROM LEAVE .

Any recall from annual or personal leave shall be for a minimum of seven and one-half (7-1/2) hours (regular tour), and the leave shall be rescheduled.

ARTICLE 4

UNION BUSINESS

SECTION 4.1 REPRESENTATION .

(a) The County recognizes and shall deal with the Union stewards and/or Union president in all matters relating to grievances and interpretation of this Agreement.

(b) The Union shall furnish the County with a roster of local officers and shop stewards. In no case shall the number of shop stewards exceed one (1) per location, with the exception of Hickory II and the location of the Chief Shop Steward, where there shall be two (2) shop stewards permitted.

(c) Any new work locations established by the County shall be reviewed by the Union and the County to establish the need for representation.

(d) The Union shall notify the County, in writing, of any changes to this roster. The County shall not recognize anyone not on the roster.

(e) Shop Steward. The shop steward is the first line representative of the Union and is responsible for representing the interests of all unit employees in a particular building or area on personnel policies and practices or other matters affecting general working conditions of the employees. He is the "voice" of the employees in the development and implementation of personnel policies which affect them. He is the point of contact with the supervisor on many matters and, like the supervisor, is a vital link in maintaining constructive relationships between the Union and the County at the work site. The duties of a shop steward include monitoring the agreement, submitting complaints and grievances of unit employees to the supervisor, attempting conscientiously to resolve complaints and grievances informally, consulting with management on new or revised personnel policies and procedures, and performing other shop steward duties as outlined in this Agreement.

(f) Harford County shall recognize a roving shop steward who shall be the local president or his designee, and such steward shall be granted one (1) day each pay period or one-half

(1/2) day each week to conduct local business with the Director of Human Resources, department heads, division chiefs, representative of Council 3, Local 1802, AFSCME, or crew chief.

(g) The County may provide the Union a copy of any proposed legislation and shall provide a copy of policy changes on personnel matters prior to distributing to employees.

SECTION 4.2 ACCESS .

With permission of the appropriate department head, or his designee, representatives of Council 3, Local 1802, AFSCME, or Local 1802 shall have reasonable access to the County premises for the purpose of conferring with a shop steward while investigating a grievance, or while presenting a grievance. Such permission shall not be unreasonably withheld by the County.

SECTION 4.3 BULLETIN BOARDS .

(a) The County agrees to provide bulletin space at all work centers which may be used by the Union for the following notices:

- (1) Notice of Union meetings.
- (2) Notice of Union elections and results when they pertain to the County employees.
- (3) Notice of Union recreation and social events.
- (4) Other notices concerning Union affairs which are not political or controversial in nature.

(b) It is agreed that copies of all notices being posted shall be submitted to the Director of Human Resources.

SECTION 4.4 UNIFORMS, TOOLS, AND SAFETY EQUIPMENT. (OSHA)

(a) The County will continue to provide and maintain uniforms and safety equipment as required under the Maryland Occupational Safety and Health Act.

(b) Safety shoes shall be replaced by the County when necessary from normal wear and tear.

(c) Uniform requirements will be negotiated ONLY when preparing specifications for public bid.

SECTION 4.5 UNION OFFICE .

Leave of absence without pay for the purpose of holding full-time office in the local council or international Union for a period not to exceed one (1) year shall be granted to an employee so

elected or selected to serve in accordance with leave of absence provisions of the Harford County Code.

(a) A department head, with the approval of the Director of Human Resources, may grant a permanent employee a leave of absence without pay for a period not to exceed one (1) year. The approval and grant of such leave of absence without pay shall be based on the fact that there is a reasonable assurance that the employee will return to duty and that such absence will be of benefit to the employee and to the County.

(b) Failure of the employee to return to duty from leave of absence without pay shall be construed as a resignation effective on the last day of approved leave of absence.

SECTION 4.6 UNION/MANAGEMENT MEETINGS .

The Human Resources and the Union President shall meet once per quarter to discuss matters of concern in the areas of personnel policies, practices, conditions of employment and other matters affecting employees.

The County and Union agree to establish a Labor-Management Committee to promote effective communication and labor relations throughout the contract period. The Committee will meet for one (1) hour as frequently as necessary or at least quarterly at a mutually agreeable time to discuss issues which may affect bargaining unit members. Authorized leave requests shall be approved two (2) days in advance of the date of the meeting.

SECTION 4.7 RECORDING SECRETARY .

The Union shall be permitted to utilize the recording secretary for union business as needed, but not greater than one (1) day per calendar month, excluding any time utilized for union negotiations or scheduled labor/management meetings where both the Union and the County agree that his/her presence is necessary.

SECTION 4.8 PRESIDENTIAL LEAVE

Each Union officer or a designated employee representative shall be granted administrative leave for the period required, not to exceed eight (8) hours per pay period or four (4) hours per week, to conduct official business with the County. Administrative leave may be authorized to Union officers attending Union sponsored training sessions, provided the subject matter of such training is not contrary to the interests of the County and relates to the official in his/her capacity as Union representative. All requests for such leave should be made through normal supervisory channels.

SECTION 4.9 OFFICE SPACE

The County shall provide office space for the use of the Union. The office shall have at least one (1) Harford County Government phone line and one (1) internet connection at a location of the County's choosing.

SECTION 4.10 NEW EMPLOYEE ACCESS

The County, through the Department of Human Resources, agrees to furnish the Association a monthly report relating to newly hired employees occupying classifications covered by this Memorandum of Agreement. This information shall include a complete list of: name, position, title, rate of pay, date of hire, location, work address and work telephone number. Until such time as the new hire becomes a permanent employee after the successful completion of probation in accordance with Section 1.2 herein, the employee is not eligible to join the union. Management shall supply a union flyer in the packet with acknowledgement the employee will need to sign.

ARTICLE 5

NO STRIKES AND NO LOCKOUT

SECTION 5.1 NO LOCKOUT .

The County agrees that there will be no lockout of any employee or employees for the term of the Agreement.

SECTION 5.2 NO STRIKES .

The Union agrees that neither the Union nor its officers, agents or members will authorize, instigate, aid, support or engage in any strikes, sympathy strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the County.

It shall be unlawful for an employee or an employee organization to engage in, initiate, sponsor, support or direct a strike. If an employee or employee organization shall violate the provisions of this Article, the County Executive may take any of the following actions he deems necessary in the public interest:

- (a) Imposition of disciplinary action, including removal from county service, of employees engaged in such illegal conduct.
- (b) Termination of any employee organization's dues deduction privilege, if any.

(c) Revocation of exclusive representation certification and disqualification from participation in representation elections for a period up to a maximum of two (2) years.

ARTICLE 6

SENIORITY

SECTION 6.1 DEFINITION .

As used in this Agreement, the term "seniority" shall mean an employee's length of continuous service since their last date of hire. No employee shall acquire seniority until completion of his probationary period. An employee shall accrue seniority computed from the date of hire.

SECTION 6.2 SENIORITY ROSTER .

The County shall maintain a seniority roster and shall provide it to the Union upon request, and shall include the date of hire and job classification. New employees shall be added to this list when they complete their probationary period.

SECTION 6.3 SUPER SENIORITY .

Association Officers and Shop Stewards on the shop steward list provided to the Department of Human Resources, provided that the list was submitted prior to the announcement of a reduction in force, shall hold super seniority over any other employee in their classification during their terms of office. Super Seniority shall not afford said Officers and Shop Stewards promotional advantage over other employees but shall protect them from a reduction in force during the terms of their office. Said Officers and Shop Stewards shall revert to their actual seniority standing upon expiration of their terms.

ARTICLE 7

VACANCIES, PROMOTIONS AND TRANSFERS

SECTION 7.1 DEFINITIONS .

The following terms shall have the meanings indicated:

PROMOTION - A change from one classification to a classification with a higher grade.

TRANSFER - The voluntary or involuntary movement of an employee from his present position to a comparable position in the classified service, with or without a change in compensation.

SECTION 7.2 POSTING OF VACANCIES .

Announcements for vacant positions in the unit shall be published and posted on bulletin boards in all departments and in such other places as the Director of Human Resources deems

advisable, pursuant to the Harford County Code. All internal postings will be posted for a period of seven (7) calendar days. Where an existing list of qualified eligible applicants exists, no posting is required.

Any employee who desires to be considered shall submit an on-line application during the posting period. In promotions the County shall consider the following factors and if all of (a) are equal, then (b) will govern:

- (a) Knowledge, training, ability to perform the work, skill, efficiency and reliability.
- (b) Seniority - length of continuous County service.

SECTION 7.3 PROMOTIONS .

(a) Eligibility lists for on-the-job training. The Director of Human Resources shall establish a list of current, full-time classified employees who have successfully completed their probationary periods who are eligible for entry in training programs for existing or future positions. Length of service will determine eligibility for training.

(1) In order to be placed on this list, an employee must:

a. Have a good attendance record. An employee will be ineligible for placement on said list if he or she has been placed on supervised sick leave within three (3) months from the date of said application.

b. Be in good physical condition. An employee will be ineligible for placement on said list based on a medical condition which restricts his or her ability to perform the essential functions of their current position.

c. Have received an overall “successful” rating on the employee evaluation preceding the date of said application. An employee will be ineligible for placement on said list if they have been subject to disciplinary action resulting in a suspension or PIP within the year preceding the date of application.

(2) Following completion of said on-the-job training program, the employees will be tested in accordance with standards to be set by the Director of Human Resources.

(3) Employees who have satisfactorily met the requirements of said testing program shall be deemed by the Director of Human Resources as qualified for the position for which the training has been completed. A list of employees who have been determined to be eligible for the position shall be maintained for a period of one (1) year.

(4) At the time that the vacancy for that position occurs, the Department of Human Resources shall provide the department head with a list of qualified employees and applicants. At the time that such vacancy occurs, the employees on such list must continue to meet the criteria specified in this section (7.3(a)(1)a, b and c). Said employee will also be subject to the criteria contained in Section 38-34A(1)(a) and B(2) of the Harford County Code.

(5) At the time of expiration of list, employees unplaced at time of expiration would be carried over to new list upon recertification.

(b) Vacancies in the classified service will be filled through the posting process (either internal or external) based upon the merit and fitness of the applicant, and in the event that an existing employee has substantially the same qualifications as the most qualified external applicant, if any, the existing employee shall be given preference. Promotions shall be on a competitive basis. Promotions and transfers shall be based on consideration of the employee's qualifications, aptitude and/or performance tests, if given, and length of service.

(c) When a unit vacancy occurs, the Director of Human Resources shall provide the applicable department head with the name of the first employee on the list, under Harford County Code Section 38-34B, who shall be offered that position. Should that employee decline the offer, the next employee on the list shall be offered the position. All remaining names on the list shall then be moved up after an acceptance, until the list is again required by management. The procedure is then repeated. At no time shall an employee whose name is not at the top of the list be offered a position until those at the top of the list have been offered the position.

(d) Employees shall have access to their scores and results from any performance of aptitude tests taken. Individual test scores shall not be subject to a grievance.

(6) Promoted employees will be placed on the appropriate pay scale based on their qualifications, experience and years of service.

SECTION 7.4 TRANSFER.

(a) Voluntary Transfer. An employee may request a transfer to any other division or department by submitting to the Director of Human Resources a letter stating his reasons for the request and his qualifications for the transfer. A copy of the letter will be sent to the department head involved by the Director of Human Resources.

(1) The department head shall reply to the Director of Human Resources who will notify the employee of the status of his request.

(2) If more than one (1) employee applies for a transfer, and all applicants equally meet all qualifications, the employee with the greatest seniority shall be granted the transfer.

(b) Involuntary Transfer.

(1) At the request of a department head, an employee may be transferred. Said transfer is subject to the approval of the Director of Human Resources and the following procedures.

(2) The unit employee(s) agreeing to such transfer shall leave his current work area (assignment) for the transfer.

(3) Should no employee in the classification(s) desire the transfer, the employer shall transfer the least senior worker in the classification, crew, division or department as appropriate.

(4) If this action affects six (6) or more employees, after five (5) day notice is given to the Union officers, a formal announcement shall be placed upon the bulletin boards in the affected work areas. Emergency situations are not subject to this provision.

ARTICLE 8

EMPLOYEE PERFORMANCE EVALUATION

(a) Evaluation. Annually, upon notice by the Director of Human Resources, each department head shall electronically submit to the Director of Human Resources a completed employee performance evaluation form, using the currently approved digital format, for each employee in the department. All evaluations shall be subject to the provisions of Employee Performance Development Program Policy HR-37.

(b) When evaluating an employee's performance, the appointing authority shall consider the employee's use of sick leave.

(c) Performance Evaluation Confidential. All completed performance evaluations shall become a permanent part of an employee's personnel record and shall be made available only to:

(1) The employee or his designated representative.

(2) The supervisor who is considering the employee for a position in his organization.

- (3) The employee's supervisor.
- (4) The Director of Human Resources or his authorized representative.
- (5) Members of the Personnel Advisory Board.

ARTICLE 9

REDUCTION IN FORCE

SECTION 9.1 REDUCTION.

Should it become necessary to reduce the work force due to a curtailment of funds or for other reasons, the following factors shall determine the employees affected:

(a) Prior to a reduction in force taking place in a department or sub-unit, all temporary and contractual employees in that department or sub-unit shall be terminated with the following exceptions:

(1) Grant-funded employees, whose employment shall remain contingent upon the receipt of the grant funds;

(2) Temporary or contractual employees whose duties cannot be replaced by classified personnel.

(b) Prior to a reduction in force, each department shall submit the number of positions, by classification, to the Director of Human Resources. A department shall not propose to lay-off a permanent full-time employee in a division or sub-unit until it has laid off all part-time or contractual employees in that division or sub-unit, unless no full-time permanent employee in the department is qualified to perform the part-time or contractual employee duties. The Union and the County may, by agreement in writing, allow an exception to this section.

(c) Upon receiving this information, the Director of Human Resources shall determine the affected employees using the following criteria:

(1) Total length of satisfactory service, which shall constitute the total years of service less those years that the employee's annual evaluation did not meet expectations. If this applies to more than one employee, the tie shall be broken by total length of satisfactory service, beginning from date of hire.

(2) In the event that after applying the criteria set forth in subsection (c)(1) there are two or more employees who are in an equal situation, the Department head shall rank each

employee based upon the employee's most recent performance evaluation and submit the rankings to the Director of Human Resources for final determination.

(d) The Director of Human Resources shall submit the proposed reduction in force to the Personnel Advisory Board for its approval.

(e) At the same time, the Director of Human Resources shall notify the affected employees, in writing, of the proposed action. The employee shall then be placed on paid administrative leave pending the Personnel Advisory Board's decision.

(f) In no case shall an employee's lay-off be effective sooner than 30 working days from the date the employee was notified.

(g) An employee reached in a reduction in force shall be entitled to have personal, annual and compensatory leave balances paid out as if the employee had separated from service. The leave payout will be paid by the County in one lump sum.

(h) An employee reached in a reduction in force shall be offered the opportunity to perform the work assigned to non-standard employees in the Department of Parks and Recreation if they qualify for such work. If the employee accepts this work, the employee will be compensated at the rate of pay normally offered for such work regardless of the employee's normal salary. Acceptance of such work does not constitute a recall.

(i) Employees may volunteer to be laid-off provided they are in the classification, department and fund reached by the reduction in force.

SECTION 9.2 DISPLACEMENT .

A classified employee who is reached in a reduction in force shall have the opportunity to transfer to another department or location and displace a less senior employee in accordance with the procedures set forth in Section 9.1(c) providing the employee has the necessary skills and knowledge to perform the essential functions of the job. An employee displacing shall be paid no more than the maximum for the classification in which he is placed.

SECTION 9.3 RECALL .

(a) No new employees shall be hired until employees on layoff status, capable of performing the duties assigned, have been offered the opportunity to return. It shall remain the employee's responsibility to update the Director of Human Resources as to the employee's current contact information.

(b) Employees shall be recalled from layoff in reverse order from their separation from service.

(1) In the event that more than one employee was separated from service on the same date, any employee who occupied the same classification as the classification available shall be the first employee offered the opportunity to return. If more than one employee occupied the classification available, the employee with the greatest length of satisfactory service shall take priority.

(2) If no employee occupied the same classification as the classification available, the order of recall shall be as follows (the greatest length of satisfactory service shall prevail when more than one employee qualifies):

- (i) An employee in the same grade as the classification available;
- (ii) An employee in a lower grade as the classification available;
- (iii) An employee in a higher grade as the classification available.

(c) An employee reached in a recall shall be notified by certified mail of the employees last known address. The employee shall have 20 calendar days to accept the position by notifying the Department of Human Resources. Failure to timely notify Human Resources or refusal to accept certified mail shall constitute a rejection and the employee shall be removed from the recall list. Any employee seeking to remain on the recall list must demonstrate to the Department of Human Resources the inability to respond timely due to exigent circumstances.

(d) Employees recalled shall be paid at the same grade and step in effect at the time of their displacement and shall maintain the date of hire at the time of the reduction in force with the exception of state retirement service credit.

ARTICLE 10

DISCIPLINE AND DISCHARGE

SECTION 10.1 GROUNDS FOR MISCONDUCT .

- (a) Incompetency, incapacity or inefficiency in performance of duties.
- (b) Violation of law, official rules, regulations, policies or procedures.
- (c) Insubordination or serious breach of discipline.
- (d) Conviction of a felony or conviction of a misdemeanor involving moral turpitude.

- (e) Negligence in performing duties.
- (f) Conduct unbecoming an employee of the County.
- (g) Conduct subversive to the laws of the County, state or United States of America.
- (h) Conduct detrimental to the efficiency and morale of the service.
- (i) Misuse of public funds or public property.
- (j) Falsifying reports or records.
- (k) Using alcohol or controlled dangerous substances while on duty or reporting to work under the influence thereof.

(l) Promoting or participating in a strike, work stoppage or slowdown.

(m) No employee covered by this Agreement shall, directly or indirectly, during duty hours, engage in any form of political activity.

(n) No employee shall receive or be in any manner concerned with receiving any money or things of value from any other county employee for any political purpose. Employees shall be governed by the Harford County Ethics Code, Chapter 23 of the Harford County Code, as amended.

(o) Outside business interests on the part of county personnel in commercial enterprises doing business with the County are prohibited where such personnel are, by virtue of their county employment, in a position to influence the acceptance and consummation of such business or to provide significant information not generally made available to other similar commercial enterprises.

(p) An employee shall not accept gifts, gratuities or loans from organizations, business concerns or individuals with whom he has official relationships on business of the County government. These limitations are not intended to prohibit employee's acceptance of articles of negligible value which are distributed generally nor to prohibit employees from accepting the social courtesies which promote good public relations nor to prohibit employees from obtaining loans from regular lending institutions. It is particularly important that all county employees guard against relationships which may be construed as favoritism, coercion, unfair advantage or collusion.

SECTION 10.2 DISCIPLINE .

(a) Disciplinary action or measures as a matter of general policy should be progressive in nature, for just cause and be discussed in private. Disciplinary action or measures include: (1) verbal reprimand, on approved verbal warning form; (2) written reprimand; (3) suspension without pay; and (4) discharge. Discipline shall be given on a timely basis, not more than ten (10) work days after the

incident except in cases where the management official taking the action had no prior knowledge of the incident before the above-mentioned time limit expired. Any discharge action or measure imposed upon an employee may be processed as a grievance through the general grievance procedures.

(b) Written notice of suspension and/or discharge shall be given to the employee and the Union simultaneously. Any dispute relating to such suspension and/or discharge shall be made the subject of a grievance at Step 3 of the grievance procedure, provided it is raised within ten (10) work days of receipt of the written notice of suspension and/or discharge.

- (c) Upon notice of the disciplinary action imposed upon the employee, the County shall:
1. State synopsis of the facts that are asserted; or if the facts cannot be stated in detail when the notice is given, the issues that are involved.
 2. State any applicable statutory, regulatory, and/or policy provisions.
 3. State the sanction proposed or the potential penalty, if any.
 4. Provide the employee with the appeal rights, if any, relevant time requirements.

Management's failure to comply with any provision in 10.2(c) shall not negate the discipline imposed or proposed; however, management can consider the failure in its determination of whether to uphold the grievance, if filed.

SECTION 10.3 DISCHARGE .

(a) Dismissals are made for delinquency, misconduct, inefficiency or inability to perform the work of the position satisfactorily or any other just cause. All dismissals are made upon the recommendation of the department head to the Director of Human Resources or by the Director of Human Resources if he/she conducted the investigation into the matter. No dismissal of a classified employee shall take effect until the employee is provided a written statement setting forth the reasons therefore and the appeal rights. An employee who has been dismissed shall be paid for accumulated annual leave, accumulated compensatory time and up to two days of accumulated personal leave; there will be no compensation for accumulated sick leave, and the employee shall not have reemployment rights.

(b) If work of a probationary or temporary employee is found to be below standards satisfactory to the department head, the department head may recommend to the Director of Human

Resources dismissal, demotion or transfer of the probationary or temporary employee at any time during the probationary or temporary appointment. Such actions by the department head and Director of Human Resources shall not be subject to appeal.

SECTION 10.4 SUSPENSION .

(a) When, in the judgment of the department head, an employee's work performance or conduct justifies disciplinary action short of dismissal or demotion, the employee may be suspended without pay and shall be given written notice stating the charges and duration of the suspension, a copy of which shall be forwarded to the Department of Human Resources. An employee suspended for more than three (3) days may appeal to the Personnel Advisory Board.

(b) An employee may be suspended pending dismissal, dismissed or demoted whenever in the judgment of the department head, the employee's work or conduct so warrants. When the department head decides to take such action, he shall immediately file with the employee and the Director of Human Resources a written notification containing a statement of the substantial reasons for the action.

SECTION 10.5 IMMEDIATE SUSPENSION .

Immediate suspension is permissible only where there is gross misconduct, insubordination affecting health, life, limb or property or any specified safety violations. No employee can be immediately suspended without management receiving approval from the Director of Human Resources.

SECTION 10.6 DEMOTION .

(a) A department head may, with the approval of the Director of Human Resources, reduce the salary of an employee within the range provided in the Pay and Classification Plan or demote the employee for cause. A written statement of the reasons for any such action shall be furnished to the affected employee by his department head and a copy filed with the Director of Human Resources at least seven (7) days prior to the proposed effective date of the action. The employee may appeal the decision to the Personnel Advisory Board within five (5) days after the notice of the decision.

(b) An employee who loses his/her County driving privilege may be separated or demoted to a position wherein his/her skills may be utilized if such a position is available. An employee demoted under such circumstances will retain his pay rate for ninety (90) days before the

lower rate of pay is applied. When the employee's driving privilege is restored, he or she may be promoted to an available position of a higher grade up to, but not higher than, the position held at the time of the demotion. Such promotion may be made as an exception to the provisions of Section 7.3 of this Agreement.

SECTION 10.7 UNREPORTED ABSENCE .

Unreported absence of three (3) consecutive work days will be cause for automatic discharge. If, within five (5) days of the discharge, a justification for the unreported absence is acceptable to the department head, the employee may be reinstated.

SECTION 10.8 REINSTATEMENT .

Should it be determined unilaterally by the County or as a result of findings in the grievance procedure that an employee has been unjustly suspended or discharged, the employee shall be reinstated with back pay or any portion thereof as shall be deemed appropriate.

SECTION 10.9 PROBATIONARY EMPLOYEE .

The provisions of this Article shall not apply to an employee during the probationary period.

SECTION 10.10 ACCIDENT REVIEW .

(a) The employee and the Union will be notified within 72 hours of the decision of the Risk and Safety Officer and any contemplated action to be taken by the supervisor or agency head.

(b) The 72 hour rule shall not apply when an employee is involved in an automobile or personal injury accident subject to review by the Risk and Safety Officer.

ARTICLE 11

GRIEVANCE PROCEDURE

SECTION 11.1 DEFINITION OF GRIEVANCE .

A grievance is any cause or dispute arising between an employee and the County over the interpretation or application of any provision of this Agreement, the Personnel Code, regulations or policies.

SECTION 11.2 GRIEVANCE PROCEDURE .

(a) In the event any grievance arises, such matters shall be adjusted according to the following procedure.

(b) Grievance Forms shall be furnished by the County and shall be the only form used for a grievance.

(1) Page 1 of the Grievance Form must be signed by the aggrieved employee. An employee filing a formal grievance shall be responsible for the timely filing of the initial grievance and all appeals.

(2) The department head and Department of Human Resources shall upon receiving the grievance "In Date" stamp the face of their copy.

(3) The original written reply shall be attached to the original of the Grievance Form and returned to the employee and a copy sent to the ranking Union officer, steward in attendance, and Council 3, Local 1802 representative.

(c) Procedure for presentation of grievances.

(1) The employee shall first discuss his grievance with his immediate supervisor within five (5) work days following the date of the cause of the grievance or five (5) work days following the date on which the employee gained knowledge of its occurrence. The supervisor shall respond within five (5) work days of the meeting.

(2) If the grievance is not resolved at this stage, the employee may, within five (5) days from the supervisor's response, file a written complaint to his department head, who shall review the request and schedule a hearing within five (5) days of issuance of the written complaint and who shall issue a written response to the employee within ten (10) days of that hearing.

(3) If the complaint is not resolved at this stage, the employee may, within five (5) days from that written response request optional mediation or file a written request to the Director of Human Resources, who shall review the request and, within ten (10) days from receipt of said request, schedule a hearing on the complaint. The Director of Human Resources shall issue a written response to the employee within ten (10) days of that hearing.

(4) If the complaint is not resolved at this stage, the employee may, within five (5) days from that written response, appeal the decision of the Director of Human Resources to the Personnel Advisory Board, subject to the limitations set forth in Section 11.9.

(5) An aggrieved employee may file an appeal before the Personnel Advisory Board and a hearing will be scheduled regarding demotions, suspensions or dismissals as permitted in Section §38-44F of the Harford County Code. The appeal must be filed within five (5) days of the action of the Director of Human Resources or the appointing authority. In all other cases, including

grievances, after development of a record, an employee's appeal must be reviewed and a hearing may be granted at the discretion of the Personnel Advisory Board if it is believed that the record is incomplete or inconsistent and requires oral testimony to clarify the issues. If the board denies the request for a hearing, a decision on the appeal must be rendered on the record provided. Either party may provide written argument to supplement the record provided. If a hearing is granted it shall, at the request of the aggrieved employee, be public, and the Board shall docket any hearing requested within thirty (30) days following receipt of the employee's request. The Personnel Advisory Board may compel, upon the request of any party to the hearing, by subpoena, the attendance of necessary witnesses or the production of any documents or records. After a hearing before the Personnel Advisory Board, the Board may issue orders as it finds proper by the facts presented in the case. All data pertinent to the decision shall be subject to the scrutiny of the aggrieved employee or his designated representative.

SECTION 11.3 EMPLOYEE REPRESENTATION .

Each employee shall be afforded an opportunity to be represented at each of the steps in the grievance procedure as well as at any investigatory interview where a reasonable person would believe that the interview might result in discipline. The employee must request representation, however, once requested it may not be denied. Any employee and/or employee's representative shall have time to investigate and present a grievance during the County working hours with prior permission of his supervisor. Such permission shall not be unreasonably withheld by the County. Grievance hearings shall be held during working hours. There shall be no loss of pay or leave to the grievant, his/her witnesses, Union representative and Local President or designee for the time spent attending grievance meetings or hearings provided they first receive permission to be absent from their immediate supervisor. Such permission shall not be unreasonably withheld by the County. The Personnel Advisory Board may schedule grievance hearings outside of working hours.

SECTION 11.4 UNION REPRESENTATIVE .

The Union shall immediately supply the County with a roster, not to exceed the total number of stewards per work location agreed upon, from among employees of the represented local which representatives shall be recognized by the County for the purpose of investigating, presenting and representing grievances under Section 11.2 of this Article, provided that nothing herein shall be deemed to deny to any individual employee the right to present grievances to the County, without

representation, and to have such grievances adjusted, as long as such adjustment is not inconsistent with the provisions of this Agreement. The Union thereafter shall immediately notify the County of any changes in such roster. The County shall advise the Union of the disposition of all grievances processed through Steps 2 and/or 3 of Section 11.2.

SECTION 11.5 TIME LIMITATIONS .

The time limits in this article may be waived upon mutual written agreement between the employer or employee and his designated representative or, at the request of the Personnel Advisory Board upon written notice to the parties. However, waiver at any step by either party does not constitute a waiver at all steps, nor imply intent to resolve the issue. All time limits must be complied unless expressly waived by both parties.

SECTION 11.6 TIME EXTENSION .

Failure of management to respond within the time frames set forth in this Article constitutes a denial; the employee may appeal. Failure of the employee to file a timely appeal in response to any level of this procedure constitutes acceptance.

SECTION 11.7 DAY COUNT .

Under this grievance procedure the count shall start from the day notice is received (verbal or written) of the response to the grievance regardless of where it is in the process. Working days shall be considered Monday through Friday excluding holidays covered under this Agreement.

SECTION 11.8 EXCUSED TIME .

Excused time granted to attend grievance hearings shall be requested and approved on regular leave request forms and noted "Union grievance."

SECTION 11.9 NATURE .

(a) Jurisdiction.

(1) Direct appeal to the Personnel Advisory Board.

a. Termination.

b. Suspension for gross misconduct, or life or property threatening action, pursuant to Section 10.4.

c. Appeals of disciplinary suspensions in excess of three (3) days may, with the written consent of the parties, be directly appealed to the Personnel Advisory Board. Disciplinary suspensions of three (3) days or less shall not be subject to appeal to the Personnel Advisory Board by either direct appeal or appellate review by the Board.

(2) Direct appeal to the Director of Human Resources.

a. Appeal of denial of salary increment based on a does not meet expectations employee evaluation or unsatisfactory work performance including, but not limited to unauthorized use of sick leave; the decision of the Director of Human Resources shall be final as to all parties.

b. Appeal of suspension of three (3) days or less; the decision of the Director of Human Resources shall be final as to all parties.

c. Appeal of disciplinary action including imposition of an oral or written warning or disciplinary suspension shall be heard by the department head in accordance with Section 11.2, or with the written consent of both parties, may be directly appealed to the Director of Human Resources; the decision of the Director of Human Resources shall be final as to all parties with the express exception that an appeal of the Director's decision in the case of disciplinary suspension in excess of three (3) days shall be appealable to the Personnel Advisory Board.

(3) The Personnel Advisory Board may elect to hear appeals from disciplinary actions resulting in suspensions of three (3) days or less or the imposition of written reprimands or may refer such appeals to an examiner.

ARTICLE 12

PERSONNEL FILES

SECTION 12.1 INSPECTION OF FILES .

The Director of Human Resources shall permit inspection of an employee's personnel file as provided by law. Requests shall be made with five (5) days advanced notice; however, the Department of Human Resources shall provide the file as soon as possible.

SECTION 12.2 PERSONNEL TRANSACTIONS .

All official personnel actions will be made on authorized forms as prescribed by the Director of Human Resources. Copies of official personnel actions shall be included in employee's personnel record. All personnel records will be confidential and be subject to inspection only as provided by law, including that employee's authorized representative.

SECTION 12.3 REMOVAL OF COUNSELING FORMS .

An employee may request the removal of a counseling form from the personnel file three (3) years after dates of issuance, provided there are no similar incidents within that three (3) year period. The employee must make the request in writing to the Director of Human Resources.

ARTICLE 13

HOURS OF WORK

SECTION 13.1 REGULAR HOURS .

The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period.

SECTION 13.2 REGULAR WORK DAY .

(a) Eight (8) consecutive hours of work (inclusive of the daily lunch of one-half hour) within the twenty-four (24) hour period beginning at midnight shall constitute the regular work day.

(b) The regular hours of work shall normally be 7:00 a.m. to 3:00 p.m., Monday through Friday, for all bargaining unit members.

(c) When mutually agreeable to the County and the Union, innovative work schedules may be negotiated through the Labor- Management Committee and appended to this Memorandum of Agreement. Such innovative work schedules may include, but not be limited to, the four (4) day work week and flex time. Any work schedule negotiated in accordance with this section shall not be done in an effort to avoid payment of overtime or meal money.

SECTION 13.3 REGULAR WORK WEEK .

The regular work week shall consist of five (5) consecutive eight (8) hour days (inclusive of the daily lunch of one-half hour), Monday through Friday.

SECTION 13.4 CALL-IN TIME .

Call-in time is a minimum guarantee of four (4) hours for call-ins or call-backs outside of regularly scheduled hours. It is provided by the County to compensate employees for the inconvenience of reporting to work at an irregular time.

SECTION 13.5 ELIGIBILITY .

Only hourly employees shall be eligible for call-in time guarantees.

SECTION 13.6 CALL-IN TIME RATE .

(a) Unless required by the wage hour law, call-in time shall be paid at straight time. If the time actually worked by an employee exceeds eight (8) hours inclusive of the daily lunch of one-

half hour, in aggregate total for the work or forty (40) hours in a work week, he shall be paid one and one-half (1-1/2) time for all actual work time, if such premium pay would be greater than call-in time guarantee at straight time.

(b) Overtime shall be paid in fifteen (15) minute intervals and any excess minutes of eight (8) or more shall be paid at the next fifteen (15) minute interval.

SECTION 13.7 TIMELY NOTICE .

If the County notifies an employee at least twelve (12) hours prior to his new reporting time or a change in reporting time, such change in reporting time, even if temporary, shall be construed as a change of schedule. In such case, the employee is not reporting at an irregular time and the call time guarantee shall not apply.

SECTION 13.8 CHANGE OF HOURS OF WORK .

Unless otherwise provided in Section 13.2, any change in the regular hours of work will be negotiated except where a temporary change is made due to an emergency situation.

SECTION 13.9 MEAL PERIOD AND ALLOWANCES .

(a) All employees shall be granted a lunch period of one-half (1/2) hour during each work shift. Whenever possible the lunch period shall be scheduled at the middle of each shift.

(b) Any work up to one (1) hour beyond the regular shift shall entitle the employee to overtime compensation, but such employee shall not receive either a meal expenditure or a meal period.

Any work more than one (1) hour beyond the regular shift, and up to two (2) hours beyond the regular shift, shall entitle the employee to overtime compensation and a meal expenditure of up to \$20.00. but the employee shall not be entitled to time off with pay to consume such meal.

Any work more than two (2) hours beyond the regular shift shall entitle the employee to overtime compensation and both a meal expenditure of up to \$20.00 and time off with pay to consume such meal (maximum of forty-five (45) minutes).

(c) Any work beyond 11:00 p.m.

(1) All trucks will return to service center for refueling, sand, salt or any maintenance or adjustments as needed.

(2) Personnel will return to service center for forty-five (45) minute break.

(d) Work required beyond 5:00 a.m. (continuous since 7:00 a.m. previous day), employees shall be granted up to \$20.00 for breakfast with a maximum of forty-five (45) minutes off with pay.

(e) Continuous work beyond 11:00 a.m. the next day and an employee still on duty shall be allowed up to \$20.00 for lunch and a maximum of forty-five (45) minutes off with pay.

(f) If an employee is required to report to work two (2) hours prior to the start of the regular work day, including weekends or holidays, then the employee shall be granted up to \$20.00 for breakfast with a maximum of thirty (30) minutes off with pay and up to \$20.00 for lunch with a maximum of thirty (30) minutes off with pay. No employee shall be eligible for the above-mentioned meal allowance for lunch during the regular work week (Monday-Friday), unless the employee remains in a work status the entire day; however, the employee shall be eligible for the meal allowance for lunch during the weekend, or on a holiday, if the employee remains in a work status for eight (8) consecutive hours after the employee reports to work.

(g) The County shall provide reimbursement to an employee who is eligible for meal allowance. No receipt is required.

SECTION 13.10 WORK OUT OF CLASSIFICATION.

(a) To receive pay for performing assigned work in a higher classification, the employee must meet the existing qualification standards necessary to perform the assigned work and perform work in a classification for which the rate of pay is higher than the employee's classification, for any of the following reasons. Any employee assigned to work in a higher bargaining unit or a higher management classification which is at least one grade above the employee's current level shall be paid at a differential for such time worked commencing on the first day with a minimum of \$20.00 per day and a maximum of \$40.00 per day.

(1) The temporary absence of an incumbent, including, but not limited to, the incumbent's use of approved leave;

(2) A vacancy;

(3) An increased workload which necessitates assignments of duties at a higher level than that of the employee's classification.

(b) Any employee assigned to work out of his classification in a higher classification which is at least one (1) grade above the employee's current level shall be paid at a differential for such time worked commencing on the first (1st) day with a minimum of \$10.00 per day and a maximum of \$30.00 per day. The differential payment shall be as follows:

\$20.00 per day if working one (1) grade above current level;

\$30.00 per day if working two (2) grades above current level; and

\$40.00 per day if working three (3) or more grades above current level.

\$40.00 per day if working as a crew chief, regardless of number of levels above current grade.

(c) The employee may be required to work out of classification for a maximum period of forty-five (45) working days; said period may be extended upon written request of a department head and with the approval of the Director of Human Resources.

(d) Differential for work out of classification will be paid on a daily basis; however, in departments where twenty-four (24) hour operations exist and emergency situations occur, differential may be calculated and paid on an hourly basis.

(e) Employees working and being paid for work out of his or her classification shall be granted merit increases when applicable.

(f) An employee who is assigned a position compensated at a lower rate of pay shall not receive a reduction in pay.

(g) Employees are ineligible to work out of class or to receive compensation for work out of classification if they do not meet the minimum qualification requirements of the higher classification or if they are on a Performance Improvement Plan (PIP) or on Supervised Sick Leave or on probation.

SECTION 13.11 REPORTING LATE .

(a) Crew chiefs are authorized to excuse any lateness up to seven (7) minutes by initialing the time card. If excused, and therefore not subject to disciplinary action, said employee shall be paid for such lateness; if not excused, said employee shall not be paid for said period of absence and may be subject to disciplinary action.

(b) Supervisors are authorized to excuse any lateness up to fifteen (15) minutes by providing the justification in writing to the payroll sections of their departments. The lateness may be charged as administrative leave or excused but unpaid, and therefore not subject to disciplinary action.

(c) For anticipated lateness beyond fifteen (15) minutes, employees must call in and, prior to the end of the workday; must fill out an electronic leave request for the amount of time lost. The department head may grant administrative leave for such lateness.

(d) Under no circumstances will anyone change or alter the crew chief's decision without consulting the individual or individuals and crew chief involved.

SECTION 13.12 SUBCONTRACTS .

(a) Harford County may establish contracts or subcontracts for County operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed unless in the sole judgment of the County it can be done more economically or expeditiously otherwise. It is not the intention of the County Executive to displace any member due to the subcontracting of work; however, if any member's position is lost due to work being performed by subcontractors, efforts will be made to transfer the member into a vacant position for which the member qualifies.

(b) The above rights, responsibilities and prerogatives are inherent with the County and are not subject to review or determination in any grievance procedure, but the manner of exercising such rights shall be subject to the grievance procedure in this Agreement.

ARTICLE 14

HOLIDAYS

SECTION 14.1 RECOGNIZED HOLIDAYS .

New Year's Day - January 1

Dr. Martin Luther King, Jr.'s Birthday - Third Monday in January

President's Day - Third Monday in February

Memorial Day - Last Monday in May

Juneteenth – June 19

Independence Day - July 4

Labor Day - First Monday in September

Veterans' Day - November 11

Thanksgiving Day - Fourth Thursday in November

Friday after Thanksgiving - Friday after Thanksgiving Day

Christmas Day - December 25

(a) In addition, any day officially designated by the President of the United States of America or the Governor of the State of Maryland and so approved by the County Executive or any day designated by the County Executive. Employees excused from duty shall receive their full rate of pay with no charge to leave.

(b) The County Executive may designate a holiday or administrative leave for any special occasion deemed appropriate without any charge to leave time.

(c) Should a holiday fall on a Saturday, holiday leave shall be granted on the preceding Friday. If the holiday falls on Sunday, the following Monday will be designated as the holiday. Exceptions to this rule will occur within seven (7) day week coverage.

(d) No employee subject to this Article shall lose a holiday because of his or her work schedule. When a holiday falls on an assigned day off, the department head will designate either the preceding work day or the next assigned work day as the holiday.

(e) The following holidays will be recognized as Super Holidays:

Thanksgiving Day – Fourth Thursday in November

Christmas Day – December 25th

New Year's Day – January 1st

Independence Day – July 4th

All employees required to work on Thanksgiving Day, December 25th, January 1st and/or July 4th shall receive two (2) times their regular hourly rate for all time worked in addition to their normal holiday pay.

Should the super holiday(s) fall on a Saturday, holiday leave shall be granted on the preceding Friday. All employees required to work on the Friday shall receive one and one-half (1½) times their regular hourly rate for all time worked. Should the super holiday(s) fall on a Sunday,

holiday leave shall be granted on the following Monday. All employees required to work on the Monday shall receive one and one-half (1½) times their regular hourly rate for all time worked.

SECTION 14.2 HOLIDAY WORK .

All employees required to work on recognized holidays eligible for holiday pay shall be paid their eight (8) hours holiday pay plus time and one-half (1-1/2) their hourly rate for each hour worked.

SECTION 14.3 LOSS OF PAY .

(a) Employees must be in pay status either the day before or the day after to receive holiday pay.

(b) Employees must be in a duty status to receive any benefits of an administrative excused absence.

SECTION 14.4 SEVEN DAY WEEK COVERAGE .

(a) All personnel shall be entitled to only one day holiday pay for a holiday falling on a Saturday or Sunday.

(b) Full day administrative or holiday granted by the County Executive shall be granted on a scheduled basis convenient to the work schedule but must be granted within thirty (30) calendar days.

(c) Any partial day leave granted shall not be applicable.

(d) Personnel shall not lose a holiday because of his or her work schedule. An additional day shall be granted when a holiday falls on an assigned day off.

SECTION 14.5 PERSONAL LEAVE .

(a) Upon successful completion of the probationary period, personal leave shall be prorated over the year for all newly hired employees as follows:

An employee may use personal leave in increments of at least one-half day without obtaining prior approval, provided that the employee notifies his immediate supervisor not later than fifteen (15) minutes after the employee's normal reporting or starting time of the employee's intended use of personal leave. Employees using personal leave for the second half of the work day shall notify their immediate supervisor of the intention to use such leave within fifteen (15) minutes of the employee's normal starting time.

New personal leave shall be prorated over the year for all newly hired employees as follows:

January 2-31 6 days to be used July-December period

February 1-28 5 days to be used August-December period
March 1-31 4 days to be used September-December period
April 1-30 3 days to be used October-December period
May 1-31 2 days to be used November-December period
June 1-30 1 day to be used December period

(b) Except as provided in Subsection (a), an employee shall be entitled to eight (8) personal leave days with pay beginning with January 1 of each calendar year. All unused personal leave as of the end of the calendar year shall be forfeited.

(c) An employee may use personal leave in increments of at least one-half (1/2) day without obtaining prior approval, provided that the employee notifies his immediate supervisor not later than fifteen (15) minutes after the employee's normal reporting or starting time of the employee's intended use of personal leave. Employees using personal leave for the second half of the work day shall notify their immediate supervisor of the intention to use such leave within fifteen (15) minutes of the employee's normal starting time. Employees may use personal leave in hourly increments less than one-half day with the prior approval of the employee's supervisor. However, when appropriate, department heads may adopt written policies concerning the use of this leave in less than half-day increments and notification later than fifteen (15) minutes after the employee's normal starting time.

(d) An employee scheduled to work on a County holiday, or of an agency or institution which renders a service that is provided continuously on a seven-day-a-week basis, may not use personal leave without obtaining prior approval from the employee's immediate supervisor. However, approval may be denied only if the immediate supervisor determines that denial is necessary as a result of a critical shortage staff.

(e) No prior approval is required in order for an employee to use personal leave up to and including two (2) days; however, prior notice of intent to use said leave should be given whenever possible. The use of personal leave in excess of one (1) day does not relieve the employee of reporting his intent to use said leave on the second day, if said notice had not been previously given.

(f) When the employee retires from County service, the employee shall be paid for all unused personal leave. For any severance from County service other than retirement, the employee will be eligible for payment of a maximum of two (2) days for all unused personal leave.

SECTION 14.6 SICK LEAVE .

(a) Accrual Rate. All full-time employees shall accrue sick leave on the basis of one and one-fourth (1-1/4) days for each full month of creditable service. Sick leave shall accrue to the employee's credit for a given month as long as he is in a pay status. A new employee must be in pay status fifty-one percent (51%) of the work days of their first month for accrual credit for that month. Regular part-time employees shall accumulate leave in proportion to time worked.

(b) Maximum Accumulation. There shall be no limit on the amount of sick leave that can be accumulated.

(c) Usage. Sick leave will be available only in the following instances:

- (1) Actual illness, injury or disability of the employee.
- (2) Necessary medical, dental or optical examination and/or treatment. Normally such absences will be requested and approved in advance and not exceed one (1) day.
- (3) Confinement to home because of quarantine, as determined by authorized medical authority.
- (4) Necessary medical, dental or optical treatment of qualifying family members in accordance with standards as established by the Director of Human Resources.

(d) Requests for Sick Leave. If an employee is unable to report for duty because of illness, he shall notify his department head (or his designee) as soon as possible, but no later than two (2) hours after the time he was to report for duty. Failure to comply with this rule may result in a loss of pay for time off and subject the employee to disciplinary action.

(e) Proof of Illness. Normally an employee's personal certification will be accepted for an absence of three (3) days or less. If a department head has reason to believe that sick leave privileges are being abused, he may, with the approval of the Director of Human Resources, require the employee to furnish a medical certificate for any period of sick leave in accordance with the Supervised Sick Leave Policy HR-30. However, such requirement must be furnished the employee in writing in advance of the requirement. Each case shall be handled on an individual basis. An

employee who is absent because of an extended illness of more than three (3) consecutive days shall notify the appropriate supervisor of his or her work status at least, if possible, and shall provide a doctor's certificate upon his/her return.

(f) Retention of Accrued Leave. Sick leave accrual will be retained in the employees credit for one (1) year for his use if and when he is reappointed from a reduction in force, furlough or leave of absence. However, sick leave will not accumulate while on leave without pay (LWOP) unless the employee is on FMLA.

SECTION 14.7 FAMILY AND MEDICAL LEAVE .

Eligible employees may use FMLA leave in accordance with Administrative Policy HR-13.

SECTION 14.8 ANNUAL LEAVE .

Annual leave will be requested and approved in advance. If, due to unusual circumstances it is not possible to obtain prior approval for such absence, a request must be submitted after or on the first day of leave to the department head for approval. If a department head does not approve such request, he shall so inform the employee and record it as absent without pay and so notify the Director of Human Resources.

SECTION 14.9 ANNUAL LEAVE FOR PROBATIONARY EMPLOYEES .

Annual leave shall not be granted nor used during the probationary employment period. Any necessary absence during the probationary period will be charged as leave without pay.

SECTION 14.10 ACCRUAL RATE .

(a) All regular full-time employees shall accrue annual leave on the following basis for each month of creditable service:

0 through 3rd year of County service, inclusive - 12 days annual
leave per year: (1 day per month)

4th through 9th year, inclusive - 15 days annual leave per year: (1-1/4
day per month)

10th through 15th year, inclusive - 21 days annual leave per year:
(1-3/4 days per month)

Over 15 years - 24 days annual leave per year (2 days per month)

Annual leave shall accrue as long as the employee is in a pay status or on FMLA.

(An employee must be in a pay status fifty-one percent (51%) of the work days of that month for

accrual credit.) Annual leave shall accumulate while on military leave under the circumstances provided for in Harford County Code §38-38H(3). Annual leave will not accumulate while on leave without pay (LWOP) unless the employee is on FMLA.

(b) Regular part-time employees shall accumulate annual leave in proportion to time worked; i.e., one-half (1/2) time – six (6) days annually.

SECTION 14.11 PAYMENT FOR UNUSED ANNUAL LEAVE .

When an employee is separated from or otherwise leaves the County service, he shall be paid in a lump sum for such leave, not to exceed fifty-nine (59) days.

SECTION 14.12 EXTENSION OF LEAVE .

Annual leave may be extended upon written request or by telephone call, provided it is received by the employee's immediate supervisor two (2) days before his requested leave is completed.

SECTION 14.13 ACCUMULATION .

A total of forty (40) days annual leave is the maximum that may be carried over from one (1) calendar year to the next.

SECTION 14.14 LEAVE OF ABSENCE .

(a) Approval. A department head with the approval of the Director of Human Resources may grant a classified employee a leave of absence without pay (LWOP) for a period not to exceed one (1) year. The approval and granting of such leave without pay shall be based on the fact that there is a reasonable assurance that the employee will return to duty and that such absence on return will be of benefit to the employee and to the County.

(b) Request. Leave of no benefit to the County granted beyond thirty (30) working days, including holidays to an employee, may cause his or her position to be declared vacant and filled accordingly.

(c) Failure to Return. Failure of employee to return to duty from LWOP shall be construed as a resignation effective on the last day of approved leave of absence.

SECTION 14.15 EXCUSED ABSENCE WITH PAY .

Each department head shall have the authority to grant excused absence for a period of time not to exceed four (4) hours in any one (1) day without any charge to any leave.

SECTION 14.16 MILITARY LEAVE .

(1) A military leave of absence shall be an excused leave of absence granted if an employee is inducted, recalled to active duty, enters active military duty voluntarily or is in the military reserves or National Guard and is called to limited active duty, regular training assignments, or extended training duty. Military leave may be paid or unpaid.

(a) Active military duty. A classified employee who leaves county service to enter the Armed Services of the United States voluntarily, by induction or reactivation shall be granted military leave without pay. Such leave shall extend through ninety (90) days after honorable discharge.

(b) Members of the National Guard or military reserves who are required to engage in regular/annual training exercises will be granted military leave, with pay, for a period not to exceed a total of 3 weeks in a fiscal year. [Amended by Bill No. 11-11]

(c) Members of the National Guard ordered to active duty under the authority of the Governor shall be entitled to military leave, with pay, for such time while actually serving under active duty orders in addition to the three (3) week period specified in Section (b).

(d) Members of the military reserves, including the National Guard, who are ordered into the active military service of the United States shall be granted military leave without pay. Such leave shall extend through thirty-one (31) days after release from active duty.

(2) Reinstatement. Upon satisfactory completion of military service and timely notice of intent to return to work, an employee will be reinstated to the employee's former position, or a comparable position with similar status, compensation and benefit entitlement, provided the employee is qualified to return to full-time duties.

(a) Active military duty. Must reapply for employment within ninety (90) days after being honorably discharged.

(b) Military reservists or National Guard.

[1] Return from active duty - must apply for reemployment within thirty-one (31) days after release from active duty.

[2] Return from regular training - must report to work on the first scheduled work day following completion of training.

(3) Benefits.

(a) Annual and sick leave, as provided by this article, will continue to accrue during the period that an employee is on military leave under (1) (b), (c) and (d).

(b) An employee may elect to use accrued annual or personal leave instead of military leave by filing written notice of their intent to do so with the Director of Human Resources.

SECTION 14.17 CIVIL LEAVE .

(a) When selected to serve on jury duty. Any employee called for jury duty will retain all payments received as a juror. Such leave shall not be deducted from any other leave earned by the employee.

(b) When subpoenaed to appear before a court, public body or commission in connection with County business.

(c) When performing emergency civilian duty in connection with a national, state or local security or a natural disaster, Harford County volunteer fire and/or ambulance duty.

(d) All other civil leave shall be interpreted by the Director of Human Resources.

SECTION 14.18 EDUCATIONAL LEAVE .

(a) Eligibility. A full-time classified employee may be granted educational leave for the purpose of taking courses directly related to his work as determined by the appropriate department head and approved by the Director of Human Resources.

(b) Reimbursement of Educational Expenses. Harford County may reimburse an employee for tuition fees and books for work related courses based on County Administrative Policy HR-03, Educational Assistance/Tuition Reimbursement.

SECTION 14.19 ABSENCE WITHOUT PERMISSION.

Any absence without the approval of the department head shall be charged as leave without pay for the entire period of the absence and may subject the employee to disciplinary action. However, upon employee's return to duty, he may request the department head to convert the charge to an appropriate type of leave. If, in the department head's opinion, circumstances warrant a change, he shall convert the leave without pay to an appropriate type of leave.

SECTION 14.20 FUNERAL LEAVE .

(a) Approval and Duration. If a death occurs in the immediate family, the employee will be excused from work for a maximum period of three (3) work days to attend the funeral and make other necessary arrangements, without loss of pay.

(b) One (1) work day extra, with pay, will be granted if the burial required travel exceeding one hundred fifty (150) miles one way, except when the burial is on the last scheduled work day or the first regular day off of the work period.

(c) Eligibility. Spouse, father, mother, sister, brother, child, step parent, grandparents, grandchildren, son-in-law and daughter-in-law of the employee and family of spouse in these relationships.

SECTION 14.21 INJURY ON THE JOB .

Following the successful completion of the probationary period, an employee who is injured on the job shall be paid the difference between his regular net salary and payments received under Worker's Compensation Insurance. Such employee may be eligible to work modified duty under the Modified Duty policy HR-18.

(a) A classified employee shall be eligible for Workers' Compensation Differential Leave at a rate of one (1) week's benefit, for up to one (1) years' service, and two week's benefit for each year, or portion of a year's additional service.

(b) A year shall be determined as any length of service from one (1) day to three hundred sixty-five (365) days in a calendar year for the purpose of these benefits.

(c) Additional Benefits. At the expiration of the benefits prescribed above, the employee may elect to use his accumulated sick and/or annual leave to make up the difference between his base net salary and payments received under worker's compensation. This adjustment shall be made on the monetary value of the accumulated leave (number of hours X hourly rate) until such time as the money is exhausted.

(d) When the benefits described above are exhausted, or the employee elects not to use his accumulated leave, the employee will receive only the benefits prescribed by workers' compensation.

(e) Under no circumstances shall an employee be charged for annual and/or sick leave for an on-the-job injury for which an employee is receiving Workers' Compensation payments, except when Subsection (c) is exercised.

(f) The Division of Payroll will advise the employee's department when sick and/or annual leave is used to provide benefits under Subsection (c).

(g) Under no circumstances shall an employee return to duty without receiving a medical release from the Medical Review Officer or the employee's health care provider for an on-the-job accident involving any lost time.

(h) The County will make every reasonable effort to find a suitable job for an employee incapacitated temporarily or permanently due to an on-the-job injury.

ARTICLE 15

OTHER BENEFITS

SECTION 15.1 RETIREMENT .

(a) Annual Leave. Any unused annual leave shall be paid in a lump sum not to exceed fifty-nine (59) days.

(b) All unused personal leave days shall be paid in a lump sum in accordance with Section 14.5(f).

(c) Upon retirement, one hundred percent (100%) of the employee's accrued sick leave hours will be credited to the Maryland State Retirement Agency to be used toward service in the retirement system and (50%) of their accrued sick leave will be paid by the County in the form of a salary check.

SECTION 15.2 SEPARATION .

Upon separation (resignation, discharge), all accrued annual leave, accrued compensatory time up to one hundred twenty (120) hours and up to two (2) days accrued personal leave shall be paid in a lump sum.

SECTION 15.3 DEATH BENEFITS .

(a) Upon the death of an employee, his designated beneficiary shall be paid all accrued annual leave, up to two (2) days accrued personal leave, one-half (1/2) accrued sick leave and four (4) weeks pay as a death benefit. The designated beneficiary shall be determined by who is

designated as such on the state retirement application. If there is no designated beneficiary, the monies due for annual leave only will be paid to the estate.

(b) A life insurance policy is also provided in accordance with the County's life insurance policy.

(c) Any benefits due from state retirement system shall be initiated by Human Resources.

SECTION 15.4 PAYMENTS .

All payments referred to in this section concerning leave shall be paid at the employee's current rate of pay at the time he leaves the County service.

SECTION 15.5 EXCLUSION .

This section does not apply to an employee on leave of absence without pay.

SECTION 15.6 REQUESTS FOR RETIREMENT .

The County will provide one day of Administrative Leave for employees to attend a Maryland State Retirement System sponsored and approved retirement seminar. Employees may attend these one day seminars per the Maryland State Retirement System guidelines. Employees must request leave from their supervisor and must also contact and be approved for Administrative Leave from Human Resources.

SECTION 15.7 HEALTH BENEFITS .

(a) The Union will support the wellness programs initiated by Human Resources in an effort to reduce health care costs and to improve the overall health of the employees. These programs will address tobacco and alcohol use. Weight management, diabetes prevention and heart health. The Union will encourage employees to retain a primary care physician, avoidance of emergency room visits except in extreme emergencies and an overall wellness program. At no time will this compromise HIPPA laws or regulations and the County will not have information on an employee's personal health condition.

(b) Unless otherwise provided herein, health benefits adopted by the County shall apply to all personnel under this Agreement and costs shall be shared at the attached rate. Personnel covered by this Memorandum of Agreement shall have the option of subscribing to such health maintenance plan as may be in force or established hereafter. The County agrees that if the employee elects such option, it will contribute an amount equivalent to the County's portion of the health insurance premium. However, the County's contribution toward such health maintenance

plan shall not be greater than the amount which the County would have paid or contributed had the employee not elected such health maintenance plan.

(c) At the time of retirement, all eligible unit members shall be eligible for the Harford County Retiree's Health Benefits Program. The County shall pay a portion of the eligible retirees and spouses health benefit coverage based on the Harford County Retiree's Health Benefit Program.

(d) The County shall provide, during the term of this Agreement, a group dental plan for eligible employees and their dependents. Participation in the plan is voluntary and those employees who enroll shall contribute a percentage of the cost of the insurance premium and the deductible, if any. The County may collect the employee contribution by payroll deduction.

(e) The County may provide payroll deduction for a Union endorsed supplemental insurance program.

SECTION 15.8 REINSTATEMENT AND/OR REENGAGEMENT .

(a) A full-time classified employee shall give notice of resignation at least two (2) weeks in advance. A classified employee who resigns in good standing may be reinstated to a position with full credit for prior service if there is any need for his or her services within one (1) year after the date of resignation. Seniority shall be determined by last date of hire.

(b) A former classified employee who resigns and is re-engaged after being off the job over one (1) year but less than seven (7) years shall be given full credit for previous service after completing two (2) years of satisfactory service. This credit shall be for the sole purpose of changing the accrual rate for annual leave and shall not be used for the purpose of changing seniority status. Seniority shall be determined by last date of hire. It will be the employee's responsibility to notify Human Resources that the employee has met the two year criteria and requested the adjustment. The employee must apply for credit to their leave accrual rate within 1 year of eligibility. There will be no retroactive credit to leave balances.

(c) A former classified employee who resigns and is re-engaged after being off the job more than seven (7) years shall be given no credit for previous service.

ARTICLE 16

SAFETY & HEALTH

SECTION 16.1

The County shall make reasonable efforts to provide safe and healthy working conditions for employees. The County and the Union shall strongly encourage employees to work in a safe manner. Employees shall refer any alleged unsafe or unhealthy working conditions to the immediate supervisor, who shall promptly investigate the referral and take any action deemed necessary.

SECTION 16.2

No employee will be required to operate any vehicle or equipment or perform any duty once it has been determined to be unsafe by the crew chief or his supervisor. The County may temporarily reassign an employee until the unsafe condition is remedied.

ARTICLE 17

DURATION OF AGREEMENT

(a) This Memorandum of Agreement shall become effective as of July 1, 2023, 12:01 a.m. and remain in effect until midnight June 30, 2024. Thereafter, it shall be self-renewing for yearly periods unless written notice of intention to terminate or modify this Agreement is given by either party to the other no later than November 1st of any calendar year unless such date is changed by enactment of new provisions under Chapter 38, Article I, Employee Labor Relations, of the Harford County Code.

(b) This Agreement can only be added to, amended or modified by a document in writing, signed on behalf of the parties hereto by their duly authorized officers and representatives, after negotiations mutually agreed to by the County and the Union.

(c) Separability. If any article, section, paragraph, clause or phrase of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement. If any article, section, paragraph, clause or phrase of this Agreement is at any time during the life of this Agreement in conflict with any law or court decision, such terms or provisions shall continue in effect only to the extent permitted by such law or court decision, and the County and the Union shall meet as soon as possible to negotiate such terms or provisions. Benefits or any fiscal matters under this Agreement are contingent upon funding by

the County Council. Any benefits denied in the budget by the County Council will subject this section to renegotiations.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed hereon by their duly authorized officers and representatives this 21 day of June 2023.

AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, MARYLAND COUNCIL 3



William Sykes
Staff Representative, Council 3, Local 1802



Dan Williams
President, Council 3, Local 1802



Daniel Griffith
Vice President, Council 3, Local 1802



Eric Dowell
Secretary/Treasurer, Council 3, Local 1802


HARFORD COUNTY, MARYLAND



Robert G. Cassilly
Harford County Executive



Robert S. McCord
Director of Administration



Tiffany S. Stephens
Director of Human Resources

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**OVERTIME ROSTER SIDE AGREEMENT BETWEEN HARFORD COUNTY,
MARYLAND
AND
AFSCME MARYLAND COUNCIL 3**

WHEREAS, Harford County, Maryland, hereinafter referred to as the "County," and the American Federation of State, County and Municipal Employees Association Maryland Council 3, , hereinafter referred to as "AFSCME," have concluded negotiations for Fiscal Year 2024; and

WHEREAS, the parties desire to provide an additional benefit for a period of one year to classifications within the AFSCME bargaining unit and therefore, have entered into this Side Agreement and agree as follows:

The following language shall be applied to AFSCME classifications for the time period stated in Subsection 3 of this Agreement with regard to Section 3.6(a): "A roster for overtime will be established to ensure that overtime is administered fairly. Overtime will be made available on an equal basis to all qualified employees. An employee's refusal of overtime, as well as his being on a leave status when the overtime would be offered, counts the same as if the employee had worked overtime for the purpose of recordkeeping. (1) The overtime roster shall allow bargaining unit members to voluntarily enroll in either the primary or secondary roster. If the employee chooses to be on the secondary roster list, then the employee will only be called in for overtime if additional resources are needed to resolve the overtime situation. The County may reopen this provision in the event that this process fails to relieve the timeliness of assembling a work crew. (2) All Employees must report for overtime related to snow removal, weather related events or an emergency as declared by the Governor or the County Executive and as such none of the enhanced provisions of this agreement shall apply to Emergency Stand-by, Partial or Full Call-Out.

On call rosters will only be used when there is a demonstrable need to ensure adequate coverage for essential services and

demand response to the failure of any critical system or service.

Where feasible, all limited capacity call-in shall always seek to draw from the primary roster first. In cases where the primary tier roster of staff is insufficient to provide essential out of hours support and where insufficient numbers of staff have selected the primary call-in option, the secondary tier roster will be activated.

Employees may choose to be on the primary or secondary roster each quarter. Each quarter the hours will be set to zero hours.

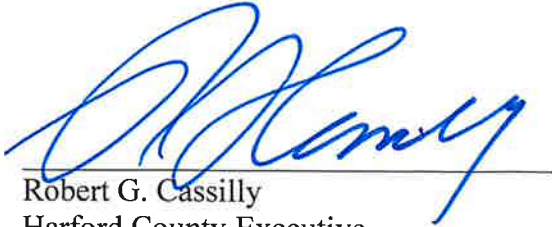
Employees who choose to be on the secondary list will receive appropriate training and promotions per county code and policy.

Employees on the secondary list will not be eligible to work out of classification as Crew Chief, but are not restricted from working out of classification in other classifications, if needed.

In order for the Division of Highways to assess trainees, trainees will not be eligible for this program until they have completed probation, they will be automatically placed on the primary list during their probationary period.

- (1) Administrative logistics relating to the successful implementation and management of this side agreement will be the responsibility of the Chief of Highways or his designee.
- (2) This Side Agreement shall be effective as 12:01 a.m. on July 1, 2023 and expire on 11:59 p.m. on June 30, 2024 unless extended by mutual written agreement of both parties.

IN WITNESS WHEREOF the parties have caused their names to be subscribed hereto by their duly authorized representatives this 27 day of June 2023.



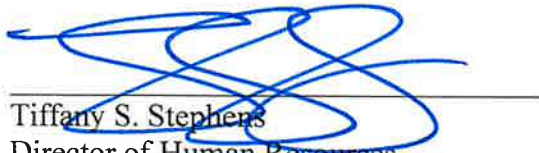
Robert G. Cassilly
Harford County Executive

6/27/23
Date



Robert S. McCord
Director of Administration

6/27/2023
Date



Tiffany S. Stephens
Director of Human Resources

6/27/23
Date



Dan Williams
President, Council 3

6/27/2023
Date




Daniel Griffith
Vice President, Council 3

6/23/2023
Date



Eric Dowell
Secretary/Treasurer, Council 3

6/27/23
Date



William Sykes
Staff Representative, Council 3

6/27/23
Date

**CIVIL LEAVE SIDE AGREEMENT BETWEEN HARFORD COUNTY,
MARYLAND
AND
AFSCME MARYLAND COUNCIL 3**


WHEREAS, Harford County, Maryland, hereinafter referred to as the "County," and the American Federation of State, County and Municipal Employees Association Maryland Council 3, hereinafter referred to as "AFSCME," have concluded negotiations for Fiscal Year 2024; and

WHEREAS, the parties desire to provide an additional benefit for a period of one year to classifications within the AFSCME bargaining unit and therefore, have entered into this Side Agreement and agree as follows:

- (1) Section 14.17(c) will remain as written in the Memorandum of Agreement; however the following language shall be applied to AFSCME classifications for the time period stated in Subsection 4 of this Agreement: "An employee who is an active member of a Harford County Volunteer Fire and Ambulance Company or an active member of a volunteer fire and ambulance company for a county which has a current mutual aid agreement with Harford County ("mutual aid county") may use civil leave when responding to incidents within Harford County, or to incidents occurring within that mutual aid county. If an employee reaches 8 hours of civil leave responding to incidents within a mutual aid county, the employee will no longer be granted civil leave for incidents in a mutual aid county for the remainder of the fiscal year. A Director may, at his/her discretion, grant additional civil leave for incidents within mutual aid counties. "
- (2) This Side Agreement does not modify or otherwise alleviate employees from following established procedures for notification of supervisors or requests for use of civil leave.
- (3) This Side Agreement shall be contingent upon ratification and full execution of a Memorandum of Agreement between AFSCME and the County for the period of July 1, 2023 through June 30, 2024. If for any reason the Memorandum of Agreement is not fully executed, this Side Agreement shall be deemed null and void, even if the Side Agreement itself is fully executed.

(4) This Side Agreement shall be effective as 12:01 a.m. on July 1, 2023, and expire on 11:59 p.m. on June 30, 2024 unless extended by mutual written agreement of both parties.


IN WITNESS WHEREOF the parties have caused their names to be subscribed hereto by their duly authorized representatives this 27 day of June 2023.



Robert G. Cassilly
Harford County Executive

6/27/2023


Date



Robert S. McCord
Director of Administration

6/27/2023


Date



Tiffany S. Stephens
Director of Human Resources

6/27/2023

Date



Dan Williams
President Council 3

6/27/2023

Date



Eric Dowell
Secretary/Treasurer, Council 3

6/27/23

Date



William Sykes
Staff Representative, Council 3

6/27/23

Date



6/27/2023

**ACTIVE EMPLOYEE HEALTH CARE, RHS AND SALARY INCREASE SIDE
AGREEMENT BY AND BETWEEN HARFORD COUNTY, MARYLAND
AND
AFSCME Maryland Council 3**

Harford County, Maryland, hereinafter referred to as the “County,” and the American Federation of State, County and Municipal Employees Maryland Council 3, hereinafter referred to as “AFSCME, have entered into this Side Agreement for Active Employee Health Care, RHS and Merit Increase and both parties agree to the following:

- (1) Harford County Government will offer two choices for health care service providers; CareFirst BlueCross BlueShield and Kaiser Permanente.
- (2) Employees hired prior to July 1, 2010, will contribute toward their healthcare costs as follows:

EMPLOYEES HIRED BEFORE 7/1/10 -- BLUECHOICE OPT OUT PLUS			
LEVEL OF COVERAGE	FY23 DEDUCTION	FY24 DEDUCTION	DIFFERENCE
EMPLOYEE ONLY	\$10.50	\$10.50	\$0.00
EMPLOYEE/ONE CHILD	\$21.06	\$21.06	\$0.00
EMPLOYEE/SPOUSE	\$23.85	\$23.85	\$0.00
FAMILY	\$32.62	\$32.62	\$0.00

EMPLOYEES HIRED BEFORE 7/1/10 -- TRIPLE OPTION (Outside Maryland Only)			
LEVEL OF COVERAGE	FY23 DEDUCTION	FY24 DEDUCTION	DIFFERENCE
EMPLOYEE ONLY	\$47.08	\$47.08	\$0.00
EMPLOYEE/ONE CHILD	\$91.48	\$91.48	\$0.00
EMPLOYEE/SPOUSE	\$115.54	\$115.54	\$0.00
FAMILY	\$142.10	\$142.10	\$0.00

EMPLOYEES HIRED BEFORE 7/1/10 -- KAISER PERMANENTE			
LEVEL OF COVERAGE	FY23 DEDUCTION	FY24 DEDUCTION	DIFFERENCE
EMPLOYEE ONLY	\$8.91	\$9.45	\$0.54
EMPLOYEE/ONE CHILD	\$17.77	\$18.84	\$1.07
EMPLOYEE/SPOUSE	\$20.11	\$21.32	\$1.21
FAMILY	\$27.46	\$29.12	\$1.66

(3) Employees hired after July 1, 2010, or became eligible after July 1, 2010, or enrolled in Triple Option from BlueChoice on July 1, 2023, or elected to enroll in Kaiser Permanente on July 1, 2023 will contribute toward their healthcare costs as follows:


EMPLOYEES HIRED AFTER 7/1/10 -- BLUECHOICE OPT OUT PLUS			
LEVEL OF COVERAGE	FY23 DEDUCTION	FY24 DEDUCTION	DIFFERENCE
EMPLOYEE ONLY	\$21.00	\$21.00	\$0.00
EMPLOYEE/ONE CHILD	\$42.11	\$42.11	\$0.00
EMPLOYEE/SPOUSE	\$47.70	\$47.70	\$0.00
FAMILY	\$65.24	\$65.24	\$0.00

EMPLOYEES HIRED AFTER 7/1/10 -- TRIPLE OPTION (Outside Maryland Only)			
LEVEL OF COVERAGE	FY23 DEDUCTION	FY24 DEDUCTION	DIFFERENCE
EMPLOYEE ONLY	\$94.17	\$94.17	\$0.00
EMPLOYEE/ONE CHILD	\$182.96	\$182.96	\$0.00
EMPLOYEE/SPOUSE	\$231.08	\$231.08	\$0.00
FAMILY	\$284.21 3	\$284.21	\$0.00

EMPLOYEES HIRED AFTER 7/1/10 -- KAISER PERMANENTE			
LEVEL OF COVERAGE	FY23 DEDUCTION	FY24 DEDUCTION	DIFFERENCE
EMPLOYEE ONLY	\$17.82	\$18.89	\$1.07
EMPLOYEE/ONE CHILD	\$35.53	\$37.68	\$2.15
EMPLOYEE/SPOUSE *	\$40.22	\$42.64	\$2.42
FAMILY	\$54.92	\$58.23	\$3.31

4. Salary increase. The County will grant a conditional, phased-in 3% cost of living increase for all county employees. The first 1½% will be effective for the first pay date in July, and if economic conditions permit, another 1½% will be effective in January.
5. The County will contribute 12% to the RHS Program on July 1, 2023, for those employees in the plan as of October 1, 2021. This amounts to \$7,828 per eligible employee.
6. This Active Employee Health Care, RHS and Merit Increase Side Agreement shall become effective as of July 1, 2023, at 12:01 a.m. and shall remain in effect until midnight June 30, 2024. Either party may give the other written notice of the intention to terminate or modify this Side Agreement no later than November 1st of the last year of the then current Memorandum of Understanding between the applicable union and the County unless such date is changed by enactment of new provisions under Chapter 38 of the Harford County Code.


IN WITNESS WHEREOF the parties have caused their names to be subscribed hereto by their duly authorized representatives this 27 day of June 2023.



 Robert G. Cassilly
 Harford County Executive

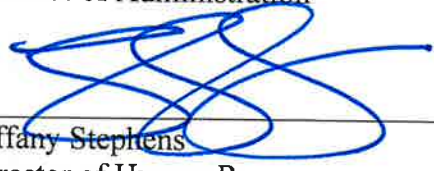
6/27/23

 Date




Robert S. McCord
Director of Administration

6/27/2023
Date



Tiffany Stephens
Director of Human Resources

6/27/23
Date




Dan Williams
President, Council 3

6/27/2023
Date



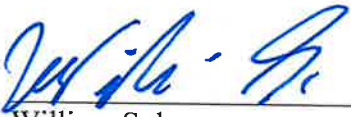
Daniel Griffith
Vice President, Council 3

6/27/2023
Date



Eric Dowell
Secretary/Treasurer, Council 3

6/27/23
Date



William Sykes
Staff Representative, Council 3

6/27/23
Date

**UNIFORMS AND SAFETY SHOES
SIDE AGREEMENT BY AND BETWEEN HARFORD COUNTY, MARYLAND
AND
AFSCME MARYLAND COUNCIL 3**

Harford County, Maryland, hereinafter referred to as the "County," and the American Federation of State, County and Municipal Employees Association Maryland Council 3, hereinafter referred to as "AFSCME," have entered into this Side Agreement regarding County issued uniforms and safety shoes, and all parties agree to the following:

- (1) The implementation of the distribution of uniforms under the point system will have the following procedure:
 - a. ANSI/ISEA 107-2015 Tee Shirts will be separate from this agreement and not count as Tee Shirts in the list contained in HR-11. Employees who use these shirts will be provided an initial supply and they will be replaced following the mid-term replacement language in HR-11.
 - b. Highways Division will be provided a variety of (11) ANSI/ISEA 107-2015 Portwest T181 & T185 Tee shirts of the employee's choosing annually. Parks & Recreation Maintenance Division will be provided (11) short/long tee shirts annually with a dry-fit style shirt as an option of the employee's choosing. The shirts listed above, provided annually will not count against the points from HR11.
 - c. Beginning with the FY20-21 contract all employees will be allocated the Standard Issue items and will be allocated 25 points.
 - d. New employees will also be allocated the Standard Issue items when they have completed 30 days of service. Points will be allocated to new employees based on the quarter they receive their initial allotment of uniforms using the following schedule:
 - a. First quarter of the fiscal year—20 points
 - b. Second quarter of the fiscal year—15 points
 - c. Third quarter of the fiscal year—10 points
 - d. Fourth quarter of the fiscal year—0 points
 - e. Jeans will be an allowed part of the uniform with the approval of the Risk and Safety.
 - f. Only those employees in the Department of Public Works Highway Division and the Parks and Recreation Maintenance Division will be eligible to participate in the points/uniform program. Managers in each division may exempt or include members from the work unit with the concurrence of the Director of each department.

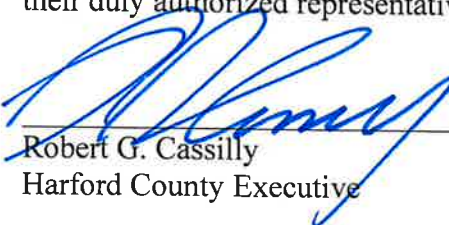
- g. The cleaning fee paid to each employee in the unit that participates in this program will be \$500 per fiscal year. The Fee will be paid on or about the first payroll of the fiscal year or as soon as the program is in place for this initial year. Employees hired on or after January 1st of the current fiscal year will be given a prorated cleaning fee of \$250.00.
- h. Fixed number of points, thirteen (13), will be allotted to each employee's account every year based on the following:
 - Shirt, long sleeve (1 point)
 - Shirt, short sleeve (1 point)
 - Trousers (1 point)
 - Coveralls (2 points)
 - T-shirts-2 (1 point)
 - Insulated hooded sweatshirt (4 points)
 - Insulated coveralls (8 points)

(2) Each employee who is required to wear safety shoes will receive the following:

- a. Choice of one pair of Lehigh or Red Wing Shoes (meeting 29 CFR 1910.136 (b); ASTM F2412-18a; ASTM F 2413-18; ANSI Z41-1999; ANSI Z41-1991 standards), not to exceed the price of \$300 per pair. If the employee desires shoes that cost in excess of \$300 per pair, he/she will be responsible for the difference in cost.
- b. If the employee currently has a doctor's certification enabling him/her to receive Red Wing Shoes, as long as the employee continues to provide the certification each time a replacement pair of shoes is sought, he/she can purchase shoes (meeting 29 CFR 1910.136 (b); ASTM F2412-18a; ASTM F 2413-18; ANSI Z41-1999; ANSI Z41-1991 standards) not to exceed the price of \$350 per pair. If the employee desires shoes that cost in excess of \$350 per pair, he/she will be responsible for the difference in cost.
- c. The County will not be responsible for the cost of any shoe inserts or orthotics.

This UNIFORMS AND SAFETY SHOES Side Agreement shall become effective as of July 1, 2023, at 12:01 a.m. and shall remain in effect until midnight June 30, 2024.

IN WITNESS WHEREOF the parties have caused their names to be subscribed hereto by their duly authorized representatives this 21 day of June 2023.



 Robert G. Cassilly
 Harford County Executive

6/27/23


 Date


Robert S. McCord
Director of Administration

6/27/2023
Date


Tiffany S. Stephens
Director of Human Resources

6/27/23
Date


Dan Williams
President, Council 3


6/27/23
Date


Daniel Griffith
Vice President, Council 3

6/27/2023
Date


Eric Dowell
Secretary/Treasurer, Council 3

6/27/23
Date


William Sykes
Staff Representative, Council 3

6/27/23
Date

