

MARYLAND CLASSIFIED EMPLOYEES

ASSOCIATION, INC.

CHAPTER 610

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 the Maryland Classified Employees Association, Inc. (MCEA), affiliated with the American Federation of Teachers (AFT) AFL-CIO, hereinafter referred to as the "Association," have entered into the following memorandum of agreement for the purpose of promoting harmonious relationships between the County and its employees through a continuing effort toward fairness and mutual respect and the establishment of equitable and peaceful procedures for the resolution of differences.

It is the intent and purpose of the Association and the County to promote and improve the efficiency of the operation and the County. In order to render the most efficient public service to its citizens, the Association and the County agree that these goals can best be achieved through an orderly, constructive and harmonious relationship.

NON-DISCRIMINATION

The County and the Association shall apply the provisions of this agreement to all employees without discrimination because of age, sex, race, color, religion, national origin, ancestry, marital status, political or Association affiliation, or disability as defined in the Americans with Disabilities Act.

The County and the Association agree that they shall not interfere with employees in the exercise of their rights guaranteed under Chapter 16, Article III, Employee Labor Relations, or any other applicable Federal, State or Local law, statute or ordinance.

ARTICLE 1

SECTION 1.1 RECOGNITION.

The County recognizes the Association as the exclusive representative of employees, as defined in Section 1.2A of this Article, for the purpose of negotiating collectively with the County pursuant to Chapter 38, Article I, Employee Labor Relations, of the Harford County Code, with respect to wages, hours of work, and other terms and conditions of employment with due regard for, and subject to the provisions of applicable laws and the Charter provisions governing public employment and fiscal requirements. The County will not negotiate with any other union, employee organization, or retiree organization on matters pertaining to wages, hours of work and other terms and conditions of employment and will meet with other unions or employee organizations only pursuant to its legal and regulatory obligations for this bargaining unit.

SECTION 1.2 GENERAL WORK FORCE.

The term "employee" and "employees" shall mean all classified employees occupying the following positions:

Accounting Clerk I	CA4
Accounting Clerk II	CA5
Accounting Technician I	CA6

Administrative Assistant I	CA5
Administrative Assistant II	CA6
Administrative Budget Technician I	PT1
Administrative Budget Technician II	PT3
Broadcast Technician	CA5
Building Caretaker	CA2
Central Services Operator	CA3
Central Services Specialist	CA5
Civil Engineer I	PT2
Clerk Typist	CA3
Client Advocacy Services Specialist	PT3
Communications Specialist I	CA3
Communications Specialist II	CA5
Computer Operator	CA5
Computer Engineer	PT1
Computer Systems Engineer	PT2
Custodial Worker I	LB2
Custodial Worker II	CA2
Customer Support Analyst I	CA5
Customer Support Analyst II	CA6
Drafting Technician I	CA3
Drafting Technician II	CA5
Drafting Technician Trainee	CA1
Electrician, Water & Sewer Operations	PT2
Electronic Services Technician I	PT1
Electronic Services Technician II	PT3
EMT	CA6
Engineering Associate I	CA5
Engineering Associate II	CA6
Engineering Associate III	PT2
Engineering Records Technician	PT1
GIS Analyst I	PT3
GIS Analyst II	PT4
GIS Technician I	PT1
GIS Technician II	PT3
Grants Specialist I	CA6

Grants Specialist II	PT1
Housing Inspector	PT1
Housing Services Counselor I	PT2
Inspector I	CA6
Inspector II (DILP)	PT3
Inspector III (DILP)	PT5
Inspector II (DPW)	PT2
Inspector III (DPW)	PT4
Instrumentation Technician	PT2
Laboratory Assistant	CA5
Laboratory Technician	PT1
Lead Maintenance Mechanic Facilities & Operations)	PT2
Lead Maintenance Worker (Facilities & Operations)	CA6
Licensing Clerk	CA3
Maintenance Mechanic I	CA5
Maintenance Mechanic II	PT1
Maintenance Worker I (Facilities & Operations)	CA2
Maintenance Worker II (Facilities & Operations)	CA4
Paramedic	PT1
Permits Clerk	CA3
Planner I	PT1
Planning Technician I	CA5
Planning Technician II	CA6
Planning Technician III	PT1
Plans Reviewer I	PT2
Plans Reviewer II	PT4
Plant Operator (Water or Wastewater)	CA6
Plant Operator Trainee I (Water or Wastewater)	CA3
Plant Operator Trainee II (Water or Wastewater)	CA5
Pretreatment Inspector	PT2
Procurement Agent I	PT1
Procurement Agent II	PT3
Public Safety Emergency Communications Specialist I	CA5
Public Safety Emergency Communications Specialist II	CA6
Public Safety Emergency Communications Specialist III	PT1
Public Safety Emergency Communications Specialist, Probationary	CA4

Real Property Agent I	PT1
Real Property Agent II	PT3
Recreation Specialist I	CA5
Recreation Specialist II	PT1
Recreation Specialist III	PT3
Recycling Program Coordinator	PT2
Senior Center Specialist	PT2
Senior Computer Engineer	PT3
Senior Computer Operator	CA6
Senior Customer Support Analyst	PT2
Senior Electrician Water & Sewer	PT3
Senior Instrumentation Technician	PT3
Senior Plans Reviewer	PT5
Senior Plant Operator (Water or Wastewater)	PT2
Senior Water/Wastewater Facility Mechanic	PT2
Supervisor, Warehouse	CA6
Water Meter Mechanic I	CA3
Water Meter Mechanic II	CA5
Water Meter Mechanic Trainee	CA2
Water Meter Technician I	CA6
Water Meter Technician II	PT2
Water/Sewer Utility Technician I	PT1
Water/Sewer Utility Technician II	PT3
Water/Sewer Utility Technician III	PT4
Water/Sewer Utility Worker I	CA2
Water/Sewer Utility Worker II	CA3
Water/Sewer Utility Worker III (Certified)	CA6
Water/Sewer Utility Worker III (Non-Certified)	CA4
Water/Sewer Utility Worker IV	PT1
Water/Wastewater Facility Mechanic	CA6
Water/Wastewater Facility Mechanic Trainee	CA5
Zoning Inspector I	CA6
Zoning Inspector II	PT1
Zoning Technician	CA5

SECTION 1.3 RETITLED OR ADDITIONAL CLASSIFICATION

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 Harford County Charter and such retitled or additional classifications would be eligible for inclusion in the units described in Section 1.2A of this article, such classification shall be specifically included in this section, upon the mutual agreement of the County and the Association. In the event the County and the Association 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 procedure set forth in Chapter 38, Article I, of the County Code, and subject to the provisions of Section 607(5) of the Harford County Charter.

SECTION 1.4 CLASSIFICATION AND PAY PLAN.

The County, through the Department of Human Resources, agrees to furnish the Association, through its Labor Relations Specialist on or about the beginning of each fiscal year, a complete list of names, titles, classifications and rates of pay of all employees in said units and to provide appropriate additions and deletions to said list on a current basis.

SECTION 1.5 PROBATIONARY EMPLOYEES.

(a) A probationary status employee shall be retained beyond the end of his or her probationary period and granted 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.

(b) 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. However, a probationary employee assigned to the Department of Emergency Services may be subject to an extended probationary period not to exceed an additional 180 days, upon the approval of the Director of Human Resources.

(c) 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. Employees assigned to the Department of Emergency Services who are granted an extension of their probationary period, shall be permitted to utilize leave during the extension.

(d) The discharge of a probationary employee shall not be subject to the grievance procedure of this agreement.

SECTION 1.6 DUES DEDUCTION.

(a) The Association shall have exclusive privilege of payroll deduction of membership dues and no other employee organization shall be accorded such payroll deduction privilege with regard to this bargaining unit.

(b) The County agrees to deduct from the regular pay of each member of the Association initiation fees and regular membership dues as certified, in writing, by the Executive Director or designee of the Association upon

receipt of a duly executed payroll deduction authorization from the employee. Said written authorization shall be irrevocable for a period of one (1) year from the date thereof and shall be renewed automatically for successive twelve (12) month periods.

(c) Authorization shall not terminate unless revoked by each individual employee, in writing, to the Executive Director or the Maryland Classified Employees Association, 7127 Rutherford Road, Baltimore, MD 21244, fifteen (15) calendar 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 15th of the same year. The request can be made by using the Union Dues Cancellation Form.

(d) Deductions will be made from each regular pay period and the net amount due will be mailed monthly to the Maryland Classified Employees Association, Incorporated.

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

- (1) When the Association loses the required recognition.
- (2) When the employee is separated or resigns from County employment.
- (3) When an employee moves to a position not included in this representative unit.
- (4) At termination of authorized withholding period as provided for in subsection (c) of this Article.

(f) The County will notify the President of Chapter #610 and the Association Director or his or her designee when an employee is not in a payroll status for more than three (3) days, no longer in a payroll status 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 Chapter #610.

SECTION 1.7 INSUFFICIENT FUNDS.

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

SECTION 1.8 CHANGE IN DUES.

The amount of dues deducted will remain the same until the Association certifies to the Director of Human Resources, in writing, over the signature of the Associations' Executive Director or designee, 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 1.9 INDEMNIFICATION.

The Association shall indemnify and save the County harmless of any and all claims, grievances, actions, suits or other forms of liability or damages arising out of, or by reason of, any action taken by the County for the purpose of complying with any of the provisions of this article, and the Association assumes full responsibility for the disposition of the funds deducted under this section as soon as they have been remitted by the County to the Association.

SECTION 1.10 DUES PAYING MEMBERS.

The County shall provide the Association with a list of the dues paying membership to be furnished on a monthly basis without charge to the Association.

SECTION 1.11 MAINTENANCE OF MEMBERSHIP.

All employees covered by this Agreement who are currently members of the Association upon its execution date, shall maintain their membership in good standing with the Association for the duration of this Agreement; provided, however, that at any time within fifteen (15) calendar days prior to the expiration of this Agreement, any such member may withdraw his or her membership from the Association. Such requests must be requested in accordance with Section 1.6 of this Agreement.

SECTION 1.12 USE OF PRONOUNS.

All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons referred to may require. The use of pronouns herein are intended only for convenience and ease of reading and does not refer to any particular gender.

ARTICLE 2

COUNTY RIGHTS

SECTION 2.1 PURPOSES, FUNCTIONS AND OBJECTIVES.

Notwithstanding any other provisions contained herein, it is the exclusive right of the County to determine the purposes, functions and objectives of each of its constituent offices and departments; to set standards of service 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 to 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 reasonable 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 business reasons, in accordance with the County Charter, the County Code and other applicable laws.

ARTICLE 3

EMPLOYEE ORGANIZATION RIGHTS

SECTION 3.1 BULLETIN BOARDS.

The County agrees to provide bulletin board space at all work centers which may be used by the Association for the following notices:

- (a) Notice of Association meetings;
- (b) Notice of Association elections and results when they pertain to County employees;
- (c) Notices of Association activities and social events; and
- (d) Other matters concerning official Association business.

SECTION 3.2 MEETING SPACE.

Where there is appropriate, available meeting space in buildings owned or leased by the County, it shall be offered to the Association, provided that the request for the use of such space is made in advance pursuant to the rules of the County. The space shall be provided to the Association during non-duty hours unless approval for duty hour meetings is received from the County Executive or his/her appointed representative.

SECTION 3.3 ACCESS TO EMPLOYEES.

The County agrees that representatives, officers and Association staff shall have reasonable access to the premises of the County for the purpose of administration of this Agreement. In addition, the Association shall have access to the County's premises for the purpose of membership recruitment, during non-duty hours. The Association may be permitted to use available meeting space in buildings owned or leased by the County provided that a request for the use of such space should be submitted at least ten (10) days in advance to the Director of Administration pursuant to the rules of the County.

SECTION 3.4 ADMINISTRATION LEGISLATION.

The Director of Human Resources shall furnish the Association with a copy of all administration legislation affecting the employees of the Bargaining Unit.

SECTION 3.5 ASSOCIATION BUSINESS.

In each MOU year, the County shall credit the Union with release time on an account consisting of 1,040 hours of release time, to be allocated among employees covered by this MOU serving as Union officers and shop stewards. Release time may be used to conduct official business with the County and or attending Association sponsored training sessions, provided the subject matter of such training is of mutual concern to the county and to the official in his/her capacity as an Association representative. Release time may also be used for approved Union business such as committee meetings that are conducted during an individual's regularly scheduled shift, provided that the leave is requested within a reasonable period in advance of when it is proposed to be taken. A reasonable period for the purposes of this section is at least twenty (20) days when possible and the County shall respond not later than ten (10) days of receiving the written request. Request for release time must be made, in writing, to the Director of Human Resources and must identify the purpose(s), date(s), time(s), locations(s), and the name(s) of the employees for which the leave is requested. Such time off will not be detrimental in any way to the employee's record, including when applying performance standards relating to quantity and timeliness of work. Time may be used in no less than one (1) hour increments. Requests for leave under this section will be denied by the County where it creates undue hardship for the department.

SECTION 3.6 ASSOCIATION OFFICE.

(a) A leave of absence without pay for the purpose of holding full-time office in the Association shall be granted to an employee upon request and with proper evidence from the Association. Such leave will be limited to a period not to exceed one (1) year. The leave must be requested at least thirty (30) calendar days prior to its starting date.

If an extension is required, another leave of absence must be requested in conformance with this section and County Code.

SECTION 3.7 PERSONNEL FILES.

(a) The Director of Human Resources shall permit inspection of an employee's personnel file as provided by law. Requests shall be made with seven (7) days advanced notice; however, the Department of Human Resources shall provide the file as soon as possible within the seven days.

(b) By appointment with the Director of Human Resources or his designee, the employee or his designated representative shall be permitted to review his personnel file.

(c) An employee or employee representative wishing to review a personnel file or files may be required to request an appointment for access to said files.

(d) Only original documents or copies of original documents shall be placed in the file.

(e) No anonymous material of any kind shall be placed in an employee's file.

(f) The employee shall have the right to file a statement for the record on any material filed and the statement shall be filed with the associated material.

(g) There shall be one (1) official personnel file for each employee, which shall be confidentially maintained in the Department of Human Resources. Copies of any and all grievances and/or supporting documentation shall not be kept in the employee's official personnel file but may be kept in another source for the purpose of documentation of history.

(h) Any and all outside inquiries regarding an employee's status or request for reference shall be made only through the Department of Human Resources. Such request shall only be granted with the express written permission from the employee in question unless otherwise required by law.

SECTION 3.8 QUARTERLY MEETING WITH LABOR MANAGEMENT COMMITTEE.

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 communications and labor relations throughout the contract period. The Committee will meet as frequently as necessary or at least quarterly at a mutually agreeable time, for a period of one hour, extendable upon mutual agreement, to discuss issues, which may affect bargaining unit members.

SECTION 3.9 MAIL SERVICE AND E-MAIL.

Inasmuch as County recognizes the Association's exclusive legal obligation to make contact to inform its' members of the Bargaining Unit at certain times, Association area staff, officers and shop stewards may use internal County mail systems, including computer/electronic mail/fax, for mailings sent to employees covered by this MOU and may reasonably make use of County electronic mail to engage with bargaining unit members concerning Association activities, benefits and to carry out the administration of this MOU. The Association shall first submit a written request to the County, through the Director of Human Resources who shall approve such request on a case by case basis. This

section is not intended to require pre-approval for one-on-one communications with dues paying members of MCEA. Confidentiality shall be maintained subject to the County's security needs.

SECTION 3.10 NEW EMPLOYEE ACCESS

The County, through the Department of Human Resources, agrees to furnish the Association's Labor Relations Specialist and the Chapter 610 President a monthly report relating to newly hired employees occupying classifications covered by this Memorandum of Agreement. This information shall include a complete list of names, positions, titles, rates of pay, dates of hire, locations, work addresses, work telephone numbers, and work email addresses. 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 covered by this Memorandum of Agreement

On the 1st of each month in where there is personnel activity concerning bargaining unit employees, the County will provide the Association and the Chapter President with the following information for all ~~applicable~~ members of the bargaining unit: separations, promotions, transfers, reclassifications, and effective dates.

SECTION 3.11 SHOP STEWARDS

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

(b) The Union shall furnish the County with a roster of local officers and shop stewards. The Union shall notify the County in writing, of any changes to this roster. The County shall not recognize anyone not on the roster.

(c) The shop steward is the first line representative of the Union and is responsible for representing the interest of all employees regarding workplace issues. The shop steward serves to be the point of contact between management and the Union in addressing issues of concerns and resolve potential problems at the lowest possible level. The shop steward is the employee advocate in matter of grievances and appeals, informal conflict resolution, investigating grievances and appeals, and addressing new or revised policy issues. All time spent in the performance of these duties shall be considered as worktime.

(d) The County shall recognize a roving shop steward who shall be the Union president or designee, who shall be granted 1 day within each pay period to conduct official local Union business including but not limited to; meetings with Harford County Department of Human Resources, department heads, recently hired employees who have passed their initial probationary period or representatives of MCEA headquarters.

The County shall provide the Union a copy of any proposed legislation and/or policy on personnel matters which may affect bargaining unit employees.

SECTION 3.12 EMPLOYEE REPRESENTATION.

Nothing in this Section shall be deemed to modify any existing right of an employee to submit a grievance as defined in this Agreement and/or the Harford County Code or modify any existing right that any employee may have to be represented at each step of the grievance procedure. The County has no obligation to inform the employee of any rights contained herein; it is the responsibility of the employee to know and make such a request.

(a) An employee who is a dues paying member in good standing with the Union shall have the right to

union representation in any investigatory interview or investigatory meeting where the purpose of such interview or meeting is to obtain information from the employee who is the subject of the investigation that could be a basis for disciplinary action or where the employee is asked to defend his/her conduct.

(b) An employee who is a dues paying member in good standing with the Union shall have the right to be represented at a grievance and appeal conference as provided for in Article 6 of this Agreement.

(c) An employee who is not a dues paying member in good standing shall only have a right to Union representation in matters arising solely under this Memorandum of Agreement.

(d) An employee shall have no right to union representation under the following circumstances:

(1) any meeting where the employee is receiving work orders, instructions or training;

(2) any meeting where the employee has received assurances from management that no disciplinary action will result from the meeting or interview;

(3) any discussion initiated voluntarily by the employee after being informed of the discipline imposed (or recommended to be imposed) where the purpose of the meeting is to discuss such discipline.

SECTION 3.13 UNION OFFICE SPACE.

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

ARTICLE 4

SENIORITY

SECTION 4.1 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 their probationary period. Upon completion of the probationary period, an employee shall accrue seniority computed from the date of hire.

SECTION 4.2 SENIORITY ROSTER.

The County shall maintain and furnish the Association with a seniority roster on an annual basis upon request, noting the last date of hire and job classification.

SECTION 4.3 POSTING AND FILLING OF VACANCIES.

(a) When a vacancy in the classified service occurs, which the Administration intends to fill, and for which no eligibility list exists, the Administration shall post an announcement of the vacancy on the bulletin boards, whereon such announcements are normally posted. Such announcement shall identify the vacancy by the class title, pay grade and pay range and the location of the position, and shall include the minimum qualifications for the position. Such announcements shall also state how and where to file and the closing date for receipt of application. A copy of the vacancy announcement shall be promptly mailed electronically to the Association's Labor Relations Specialist and the Chapter President.

(b) Any employee may submit an application for a vacant position. The Director of Human Resources shall inform each applicant as to the applicant's status. In the event two (2) or more employees certified from the eligibility list containing the names of five (5) applicants are, in the judgment of the appointing authority or his designee, equally qualified, seniority shall determine who is appointed to the vacant position.

(c) Eligibility lists for on-the-job training. The Director of Human Resources shall establish a list of current, full-time classified unit 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.

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

(1) 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 months from the date of said application.

(2) 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, with or without reasonable accommodations.

(3) 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 Performance Improvement Plan (PIP) within the year preceding the date of application.

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

(e) 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 deemed qualified shall be maintained for a period of two years.

(f) At the time that a vacancy for a 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 (4.3a, b and c). Said employee will also be subject to the criteria contained in Article IV, Chapter 16, §38-33A(2)(b) and §38-33B (Harford County Code, Rejection and Examination).

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

(h) Vacancies in the classified service, other than those where an existing eligibility list exists, 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 made on a competitive basis. Promotions and voluntary transfers shall be based on consideration of the employee's qualifications, aptitude and/or performance test, if given, and length of service.

(i)

SECTION 4.4 REDUCTION IN FORCE.

The County agrees that prior to implementing a reduction in force it will meet with the Association to review considered alternatives. Should it become necessary to reduce the workforce 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;

(3) Non-standard, employees assigned to the Department of Parks and Recreation; and;

(b) Prior to a reduction in force, each department shall submit the number of positions, by classification (and option when applicable) 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 the 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 evaluation, and submit the ranking to the Director of Human resources for final determination.(3)

(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 administrative leave pending the Personnel Advisory Board's decision.

(f) In no case shall an employee's lay-off be effective sooner than (30) thirty 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) A classified employee who is reached in a reduction in force may be offered a transfer to another department or location in the employee's area of specialization or demotion to a position within said area of

specialization. Employees who refuse such an offer shall submit their rejection in writing. An employee displacing shall be paid no more than the maximum for the classification in which they are placed. Acceptance of such work shall 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 4.5 RECALL

(1) 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 employees responsibility to update the Department of Human Resources Manager as to the employees contact information and current resume.

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

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

b. 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 in available.

c. An employee reached in a recall shall be notified by certified mail of the employees last known address. The employee shall have twenty (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.

3. Employees recalled shall be paid at the same grade and rate of pay 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.

SECTION 4.6 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.

SECTION 4.7 WORK OUT OF CLASSIFICATION.

(a) Any employee assigned to work in a higher bargaining unit or a higher management 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 \$20.00 per day and a maximum of \$40.00 per day.

(b) 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.

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

(e) After forty-five (45) working days the position may be declared permanent and shall be filled in accordance with Article 4, Section 4.3.

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

(g) 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, employees may be compensated on an hour for hour basis.

(h) 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.

SECTION 4.8 TRANSFER.

(a) Definition. 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.

(b) 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. 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.

(c) 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, then 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.

SECTION 4.9 TEMPORARY ASSIGNMENT.

(a) A temporary assignment of an employee is an assignment to a different position for a specified period with the employee returning to his or her regular duties at the end of the temporary assignment.

Temporary vacancies in classified positions and temporary positions shall be filled by the procedures set forth in Chapter 38, Section -33A of the Harford County Code, except for emergency appointments which shall not exceed forty-five (45) days.

SECTION 4.10 REINSTATEMENT AND/OR REENGAGEMENT.

(a) A classified full-time 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 year after the date of resignation. Seniority shall be determined by original date of hire.

(b) A former classified full-time employee who resigns and is reengaged after being off the job over one (1) year shall be given full credit for previous service after completing two (2) years of satisfactory service as long as the employee returns within seven (7) years from date of termination. The employee is responsible for initiating a request in writing to the Director of Human Resources to obtain credit. This credit shall be for the sole purpose of changing the accrual rate of Annual Leave and shall not be used for the purpose of changing seniority status. Seniority shall be determined by most recent date of hire. The employee must apply for credit to leave accrual rate within 1 year after eligibility. There will be no retroactive credit to leave balances.

SECTION 4.11 TEMPORARY PAY DIFFERENTIAL.

Public Safety Emergency Communications Specialist may be required to perform the duties of a higher level classification. Due to the nature of the operation and accountability, Public Safety Emergency Communications Specialist will be allowed to be compensated for working in a higher level classification without meeting the minimum qualification requirements of the class specification. The formula utilized to calculate the temporary pay differential will be the same formula used for work out of classification compensation.

ARTICLE 5
DISCIPLINE AND DISCHARGE

SECTION 5.1 DISCIPLINE.

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.

SECTION 5.2 DISCIPLINE.

(a) Disciplinary action or measures as a matter of general policy shall be discussed in private, progressive in nature, for just cause and appropriate to the nature of the violation.. Disciplinary action or measures include: (1) oral reprimand; (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) For the purposes of enforcing this section, it is agreed that the counting of the ten (10) working days commences the day the investigation is completed and signed by the Director of Human Resources, or the official that ordered the investigation. To ensure that the investigation is timely, the employee who is subject of the investigation will be given an estimated time left to complete the investigation at the conclusion of the employee's interview. Should a situation dictate that the investigation extend beyond that date, management shall notify the employee, in writing, of the new anticipated date of completion. Management will use its best efforts to make sure investigations are completed timely.

(c) In the notice of disciplinary action imposed upon the employee, the County shall:

(1) state a 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 and all relevant time requirements.

Management's failure to comply with any provision in 5.2(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 5.3 DISCHARGE.

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 his accumulated annual leave, accumulated compensatory time and up to two (2) days accumulated personal leave; there will be no compensation for accumulated sick leave, and he shall not have reemployment rights.

SECTION 5.4 SUSPENSION.

(a) When it is determined by the department head that 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 request a hearing before the Personnel Advisory Board.

(b) An employee may be suspended pending dismissal, dismissed or demoted whenever it is determined by the department head that 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 5.5 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 department head.

SECTION 5.6 DEMOTION.

(a) A department head may, with the coordination of the Director of Human Resources, reduce the salary of an employee within the range provided in the pay 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 re-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 7.2 of this Agreement.

SECTION 5.7 UNREPORTED ABSENCE.

(a) Any absence from duty without the approval of the immediate supervisor or his designee shall be charged as leave without pay for the entire period of the absence and may subject the employee to disciplinary action. However, upon the employee's return to duty the employee may request the immediate supervisor or the designee to convert the absence to the appropriate type of leave. If, in the supervisor's or the designee's opinion, circumstances warrant a change, the employee may convert the leave without pay to an appropriate type of leave.

(b) 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 5.8 REINSTATEMENT.

Should it be determined unilaterally by the County or as a result of findings through the appeal process that an employee has been unjustly suspended or discharged, the employee shall be reinstated with full back pay and any leave that was accrued during the suspension or discharge that was not previously credited to the employee. In addition, the County will reimburse the employee the cost of COBRA (only if COBRA was elected by the employee) up to the normal employer contribution. The County will also be responsible for the employer contribution to the pension system on behalf of the employee to the extent permitted under the plan.

SECTION 5.9 PROBATIONARY EMPLOYEE.

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

SECTION 5.10 LETTER OF COUNSELING.

Counseling Memoranda.

(1) A counseling memorandum is an instructional communication and is not a disciplinary action within the meaning of this subtitle.

(2) Within five (5) business days after receiving a counseling memorandum, an employee may submit to the employee's appointing authority a written response to the memorandum. The response shall be placed in the employee's official personnel file and attached to any record of the memorandum.

(3) An employee may not take any other action in response to a counseling memorandum.

(4) An employee may request the removal of a counseling memorandum from the personnel file three (3) years after the date of issuance, provided that there were no similar incidents within that three (3) year period.

ARTICLE 6

GRIEVANCE PROCEDURE

SECTION 6.1 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, policies, state or federal laws.

SECTION 6.2 GRIEVANCE PROCEDURE.

(a) In the event any grievance arises, such matters shall be adjusted according to the following procedure.
(b) Grievance Forms, a copy of which is attached, shall be furnished by the County and shall be the only form used for a grievance.

(c) Any employee who is member Harford County General Work Force can be represented by the Association pursuant to Section 3.12 of this Agreement. It will be the responsibility of the employee to file the grievance in a timely fashion and send a copy to the Association at the same time and date as filed.

(1) Page 1 of the Grievance Form must be signed by the aggrieved employee and/or the Association representative. 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 his/her representative.

(d) Procedure for presentation of grievances.

(1) Step 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) Step 2. If the grievance is not resolved at this stage, the employee may, within five (5) work 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) work days of issuance of the written complaint and who shall issue a written response to the employee within ten (10) work days of that hearing.

(3) Step 3. If the complaint is not resolved at this stage, the employee may, within five (5) work days from that written response, file a written request to the Director of Human Resources, who shall review the request and, within ten (10) work 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) work days of that hearing.

(4) Step 4. If the complaint is not resolved at this stage, the employee may, within five (5) work 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 6.9.

(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 Chapter 38, Section 38-44F of the Harford County Code. The appeal must be filed within five (5) work 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.

(6) An employee who receives a disciplinary action directly by the Director of Human Resources may file an appeal to the Personnel Advisory Board.

SECTION 6.3 EMPLOYEE REPRESENTATION.

Each employee shall be afforded an opportunity to be represented at each of the steps in the grievance procedure. Any employee and/or employee's representative shall have time to investigate and present a grievance during 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 witnesses, Association Representative and Association Chapter President or designee for the time spent attending investigatory meetings, or grievance 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.

In cases where the grievant (unless the grievant has been terminated) or his or her witnesses are scheduled on shifts that extend beyond or before the County's normal working hours and they appear at any grievance hearing, all time spent for the grievant and or witnesses shall be considered as work time.

SECTION 6.4 ASSOCIATION REPRESENTATIVE.

The Association shall immediately supply the County with a roster, not to exceed twelve (12) representatives, from among employees of the represented unit. These representatives as well as MCEA staff representatives shall be recognized by the County for the purpose of investigating and representing grievants in proceedings under this Article,

provided that nothing herein shall be deemed to deny any individual employee the right to present grievances directly 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 Association shall notify the County of any changes in such roster.

SECTION 6.5 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 with unless expressly waived by both parties.

SECTION 6.6 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 6.7 DAY COUNT.

Under this grievance procedure the count shall start from the day notice is received (verbal or written delivery in person) or postmarked (written notice that is mailed) 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 6.8 EXCUSED TIME.

Excused time granted to comply with this Section shall be requested and approved on an electronic leave request and noted "Union Grievance."

SECTION 6.9 NATURE.

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 5.5.

c. Appeals of disciplinary suspensions in excess of three (3) days may be heard by the Director of Human Resources, or, 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.

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

a. Appeal of denial of salary increment based on an unsatisfactory 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 6.2, 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.

ARTICLE 7 HOURS OF WORK

SECTION 7.1 REGULAR WORK HOURS.

The regular hours of work each day shall be consecutive, except for interruptions for lunch period. Any change in regular hours of work will be subject to the provisions of the County Code, which provides for flexible work weeks, and will be negotiated except where a temporary change is made due to an emergency situation.

SECTION 7.2 REGULAR WORK WEEK.

The regular work week shall consist of five (5) consecutive eight (8) hour work days Monday through Friday, except for employees in continuous operation or Construction Inspectors, employees at the Department of Emergency Services, DPW Water & Sewer, and Parks & Recreation.

SECTION 7.3 REGULAR WORK DAY.

A maximum of eight (8) consecutive hours of work within the 24 hour period beginning at time designated by each department shall constitute a regular work day except for employees in a continuous operation.

SECTION 7.4 WORK SHIFT.

A maximum of eight (8) consecutive hours shall constitute a work shift on an operation which runs seven (7) days per week and/or twenty-four (24) hours per day. All shift employees shall be scheduled to work on a regular work shift and shall not work more than ten (10) consecutive days with regular starting and quitting times as follows:

PLANT OPERATIONS

First Shift	7:00 a.m. - 3:00 p.m.
Second Shift	3:00 p.m. - 11:00 p.m.
Third Shift	11:00 p.m. - 7:00 a.m.

Schedules for the Division of Emergency Services and the Division of Water & Sewer (including Emergency Communications and 911 Operations) shall not be subject to the times defined in this Agreement, however, any changes will be negotiated with the union.

SECTION 7.5 WORK SCHEDULE.

Work schedule showing the employee's shifts, work days and hours shall be posted on each department bulletin board at all times. The schedule posted will show the current calendar month and next calendar month.

SECTION 7.6 MAXIMUM DAY.

Shift and other employees shall not be permitted to work more than sixteen (16) hours in a 24-hour period except in case of natural phenomenon, Emergency Services Center Activation, or those who work in the Department of Emergency Services EMS.

SECTION 7.7 CONSTRUCTION INSPECTORS.

(a) All employees in the construction inspection classification shall work the same hours as the contractors but in no case shall an inspector employee be paid for less than forty (40) hours in a work week.

(b) Any hours of shutdown or foul weather causing the contractor to stop work will not be deducted from time worked and the department head or the designee may assign other work but in no case will an employee be paid less than eighty (80) hours in a given pay period.

(c) Construction Inspectors may work four (4) ten hour days when required without overtime payment provided the four (4) day work week is authorized three days in advance by the department head or his designee.

(d) When an Inspector is assigned a four (4) day work week (ten (10) hours per day), any leave taken will be charged as 10 hours; not the normal one (1) day, eight (8) hours.

(e) Construction Inspectors shall be granted one-half (1/2) hour for lunch with pay.

(f) Construction Inspectors working a scheduled four (4) day work week are not eligible for any meal allowances granted under Section 7.9 unless the inspector works more than twelve (12) continuous hours.

SECTION 7.8 LUNCH PERIOD.

All employees shall be granted a lunch period for one (1) continuous hour or less during each work shift which shall be scheduled as close to the middle of each shift as possible, except personnel working on the second shift.

SECTION 7.9 MEAL ALLOWANCE.

Any work more than two (2) hours before or after the regular shift shall entitle the employee to overtime and a meal expenditure of \$15.00. If an employee is authorized to report to work (2) hours prior to the start of the regular work day, including weekends or holidays, then the employee shall be granted \$15.00 for breakfast and \$15.00 for lunch. No employee shall be eligible for the above mentioned meal allowance for lunch unless the employee remains in a work status the entire day.

SECTION 7.10 CALL IN OR BACK TO WORK.

(a) Harford County has the right to place employees on call. The Union recognizes that there may be circumstances where employees may be needed to be on call in order to maintain the efficient operations of the County. When placed on call, an employee is expected to return calls from the County within two hours and report to work within

a timely manner if required. The Department of Emergency Services may adopt stricter standards for its employees and for those employees of the Office of Information and Communication Technology who are directly serving the Department of Emergency Services to preserve public safety if those standards are negotiated with the Union. In order to mitigate the impact of being on call and to help employees manage their schedules, Departments requiring their employees to be on call shall establish a rotational schedule that allows employees to know at least 30 days in advance when they will be placed on call unless shorter notice is necessitated by exigent circumstances. The schedule shall be in writing and posted in an area that is visible and assessable to employees. Regular on call tour shall not extend beyond seven (7) calendar days, unless the employee has voluntarily extended the time (through switch with another employee). Departments may adopt written rules and procedures to determine how employees may switch on call shifts and who needs to be notified of such changes.

(b) Employees called in or back to work outside of their regularly scheduled shift and who have to physically report to an assigned work location shall receive pay for a minimum of four (4) hours worked, however, after 2.75 hours of work, in lieu of the four (4) hour minimum, the employee shall be paid at the rate of one and one-half times the regular rate of pay for the hours worked. If the employee is given at least 12 hours notice prior to the start of an assignment outside his normal work hours, the four (4) hour minimum shall not be applicable.

(c) Employees called in or back to work outside of their regularly scheduled shift and who can perform their required tasks remotely from their home shall receive a minimum of one hour worked. This guarantee does not apply to phone calls less than five (5) minutes that are made to place an inquiry but that do not assign work. Should an employee choose to physically report to the work location rather than address the problem remotely, then subsection (b) shall apply.

(d) Any employee required to work prior to a regular shift shall be paid for such extra work at the rate of one and one-half times his regular rate of pay only for the time worked but shall be paid a minimum of one-half hour.

(e) Currently, all assignments reflect that employees are "waiting to be engaged". However, if stricter standards are negotiated pursuant to Section 7.10 (a) and those stricter standards are so restrictive as to meet the Department of Labor's definition of "engaged to be waiting", the County shall compensate the employee in accordance with the FLSA.

SECTION 7.11 CALL TIME.

No employee shall be eligible for more than one (1) call time guarantee per day.

SECTION 7.12 SHIFT DIFFERENTIAL.

All county employees in the bargaining unit shall be paid a shift differential of 7% for the second shift and 10% for the third shift, this includes plant operations and emergency operations; and such payments are to be made whenever shifts occur on an otherwise regularly scheduled work day. An employee will receive this differential for all hours worked on a qualifying shift.

SECTION 7.13 SHIFT CHANGE

Should the County decide to change procedures for selecting shifts, it shall provide the Association with notice and an opportunity to negotiate such changes.

ARTICLE 8 HOLIDAYS

SECTION 8.1 RECOGNIZED HOLIDAYS

- (a) The following days shall be recognized and observed as paid 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 Day	Friday after Thanksgiving
Christmas Day	December 25

- (b) In addition, any day officially designated by the President or the Governor and so approved as such by the County Executive or any day designated by the County Executive as a holiday shall be considered and treated as a paid holiday.

- (c) The County Executive may, at his discretion, designate a holiday or administrative leave for any special occasion she deems appropriate without any charge to leave time, as permitted by County Law.

- (d) Should a holiday fall on a Saturday, holiday leave shall be granted on the preceding Friday. If the holiday falls on a Sunday, the following Monday will be designated the holiday. Exceptions to this rule will occur within departments on a 24-hour day, seven day week coverage.

SECTION 8.2 SUPER HOLIDAYS.

The following holidays will be recognized as Super Holidays:

New Year's Day – January 1st
Independence Day – July 4th
Thanksgiving Day – 4th Thursday of November
Christmas Day – December 25th

All employees required to work on these holidays shall receive two (2) times their regular hourly rate for all hours 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 (1 ½) times their regular hourly rate for all hours 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 (1 ½) times their regular hourly rate for all time worked.

SECTION 8.3 HOLIDAY PAY TREATMENT.

(a) All employees not required to work on a paid holiday shall receive their normal rates of pay for the holiday.

(b) All employees required to work on a paid holiday shall receive one and one-half (1 ½) times their regular hourly rate for all time worked in addition to their normal holiday pay.

(c) 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 or may at the request of the employee designate any other day in that month as the holiday with the manager's approval.

(d) Employees working in an operation requiring 24 hour, seven day a week coverage shall receive their normal holiday pay plus one and one-half (1 ½) times their regular rate of pay for all time worked on a holiday.

ARTICLE 9

PERSONAL LEAVE

SECTION 9.1 PERSONAL LEAVE.

This section does not apply to employees within the Department of Emergency Services.

(a) Personal leave days shall not be taken during an employee's probationary period.

(b) Personal leave days shall not be carried over to the next calendar year.

(c) Except as otherwise provided herein, an employee shall be entitled to personal leave days beginning January 1 of each calendar year.

(d) 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.

(e) 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

(f) Except as provided in Subsection (e), an employee shall be entitled 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.

(g) No prior approval is required in order for an employee to use personal leave when the employee intends not to report to work for up to and including two (2) consecutive days. However, notice of intent to use personal leave shall be given when possible. When an employee intends to use personal leave days for consecutive absences in excess of two (2) days, prior approval will be required.

(h) 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 9.2 PERSONAL LEAVE AT DEPARTMENT OF EMERGENCY SERVICES.

(a) Personal leave days shall not be taken during an employee's probationary period.

(b) Personal leave days shall not be carried over to the next calendar year.

(c) Except as otherwise provided herein, an employee shall be entitled to personal leave days beginning January 1 of each calendar year.

(d) 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

(e) Except as provided in Subsection (d), an employee shall be entitled 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.

(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.

(g) Employees within the Department of Emergency Services must provide at least four (4) days notice for the use of personal leave. However, in the event that the need for such use is an emergency and therefore unforeseeable, notice must be provided at least two (2) hours prior to the beginning of the work shift. Any employee giving less than four (4) days notice must provide a statement to management explaining the reason for shorter notice.

*For EMS personnel see side agreement.

ARTICLE 10
ANNUAL LEAVE

SECTION 10.1 APPROVAL.

(a) Annual leave may be taken by employees subject to the approval of their supervisor. Such request shall be submitted on the appropriate electronic leave request and approved or denied on the electronic leave request program within 10 work days of submission to the appropriate authority. Leave requests shall not be unreasonably denied. If due to unusual circumstances it is not possible to obtain prior approval for such absence, a request must be submitted upon return to duty to the department head or his designee for approval. If the unusual circumstances could require over two (2) days of absence, the department head or his designee shall be contacted by telephone to be advised of the situation. If a department head does not approve such request, he shall so inform the employee and record it as absence without pay and so notify the Director of Human Resources on the prescribed forms. In the event that two (2) or more employees submit annual leave requests for the same date(s) to the supervisor on the same day, conflicting requests for annual leave shall be resolved on the basis of seniority.

(b) Annual leave shall be extended upon written request or by telephone call, provided it is received by the employee's immediate supervisor two (2) days before their requested leave is completed, except in unusual circumstances.

(c) Employees within the Department of Emergency Services who are seeking the use of annual leave which will amount to six (6) or more consecutive days off (including RDO), should submit such a request to the immediate supervisor before January 31 of the year in which the leave is sought. Annual leave will be approved based upon seniority after staffing requirements are considered. Any requests for annual leave that are submitted after January 31 will be reviewed on a first-come, first-serve basis, and such leave will be approved as long as the requested days have not been previously approved for another employee. Such a decision will be made immediately if it impacts vacation planning arrangements.

SECTION 10.2 ACCRUAL.

(a) Annual leave for full time employees shall be accrued on the following basis:

0 through 3rd year of service inclusive:

12 days of annual leave per year - 1 day per month

4th through 9th year of service inclusive:

15 days annual leave per year - 1¼ days per month

10th through 15th year of service inclusive:

21 days annual leave per year - 1¾ days per month

over 15 years of service:

24 days annual leave per year - 2 days per month

(b) Annual leave shall accrue to the employee's credit for a given month as long as he/she is in a pay status. (An employee must be in a pay status 51% of the work days of that month for accrual credit.)

- (c) Annual leave shall not accumulate while on full-time military leave without pay (LWOP).
- (d) Regular part-time employees shall accumulate annual leave in proportion to time worked; i.e., ½ time - 6 days per year, etc.
- (e) Temporary employees shall not be granted or accumulate any annual leave.
- (f) Employees shall be allowed to accumulate annual leave up to a total of forty (40) days which may be carried over from one calendar year to the next.
- (g) Annual leave shall accumulate during the probationary period but not be used until the probationary period is completed. No leave shall be paid if terminated during the probationary period.

SECTION 10.3 PAY ALLOWANCES.

- (a) Pay for all annual leave will be based on the employee's regular rate of pay.
- (b) Any holiday which falls within an employee's scheduled leave shall be treated as a holiday and not counted as a day of annual leave.
- (c) When an employee is separated or resigns from the County service the employee shall be paid in a lump sum for all accumulated annual leave which does not exceed fifty-nine (59) days.

ARTICLE 11

SICK LEAVE

SECTION 11.1 ACCRUAL RATE.

- (a) All full-time employees shall accrue sick leave credits on the basis of 1¼ days for each full month of service, provided the employee is in pay status 51% of the work days of that month for credit.
- (b) Sick leave accrual will be retained for one (1) year from a reduction in force or leave of absence. Sick leave will not accumulate while on leave without pay (LWOP) unless the employee is on FMLA.
- (c) Regular part-time employees shall accumulate sick leave in proportion to time worked.
- (d) Upon retirement, 100 percent (100%) of the employee's accrued sick leave hours will be credited to the Maryland State Retirement System to be used toward service in the retirement system and 50% will be paid by the County in the form of a salary check for their accumulated sick leave.
- (e) There shall be no limit on the amount of sick leave credits that can be accumulated.

SECTION 11.2 AVAILABILITY.

Sick leave will be available only in the following instances:

- (a) Injury, illness or disability of the employee.
- (b) Necessary medical, dental or optical treatment or examination. Normally, such absences will be requested and approved in advance.
- (c) Confinement to home because of quarantine, as determined by authorized medical authority.
- (d) Necessary medical, dental or optical treatment of qualifying family members in accordance with standards developed by the Director of Human Resources and the Family Medical Leave Act.

SECTION 11.3 NOTICE.

- (a) Except as provided in paragraph (c) below an employee who is unable to report to work because of illness or injury is required to personally call the employee's supervisor (or the supervisor's designee) as soon as possible, but no later than two (2) hours after the time the employee was to report for duty, unless the delay is caused by a documented emergency.
- (b) Except as provided in paragraph (c) below, employees assigned to a position requiring twenty-four (24) hour coverage in the Department of Emergency Services are required to personally call a member of supervision at least two (2) hours prior to the time the employee was to report for duty.
- (c) An employee may have a representative provide the notice provided in paragraphs (a) and (b) above only where the employee is unable to personally do so due to their medical condition or treatment thereof.

SECTION 11.4 PERSONAL CERTIFICATION.

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 require the employee to furnish a medical certificate for any period of sick leave. However, such requirement must be furnished to employee in writing from the Department of Human Resources in advance of the requirement in accordance with the Supervised Sick Leave Policy HR-30.

ARTICLE 12

FAMILY AND MEDICAL LEAVE

SECTION 12.1 FAMILY AND MEDICAL LEAVE.

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

ARTICLE 13

LEAVE OF ABSENCE

SECTION 13.1 LEAVE OF ABSENCE.

Upon written request to his or her department head, a classified employee may be granted a leave of absence without pay. The department head may, with the concurrence of the Department of Human Resources, grant a classified employee a leave of absence without pay for a period not to exceed one (1) year if the LWOP will be of benefit to the County and the classified employee and there is reasonable assurance that the classified employee will return to duty. An employee on a leave of absence shall be entitled to reappointment to a position of like seniority, status and pay without loss of seniority, provided a position vacancy is available.

ARTICLE 14

ADMINISTRATIVE LEAVE

The Director of Administration or the Director of Human Resources may grant extended administrative leave.

ARTICLE 15
MILITARY LEAVE

SECTION 15.1 MILITARY LEAVE.

(a) A classified employee who leaves the County service to enter full-time service with the Armed Forces of the United States shall be placed on military leave without pay. Such leave extends through ninety (90) days after honorable discharge. Such employee shall be entitled to reappointment to his or her former position or one of like seniority, status and pay without loss of seniority, provided the employee makes application within ninety (90) days after honorable discharge and is physically and mentally capable of performing the duties of such position.

(b) Any employee who is a member of the United States Military Reserve or a National Guard unit and is required to engage in training exercises will be granted a leave of absence with pay for a period not to exceed a total of three (3) weeks in a federal fiscal year.

(c) If any member of the National Guard is ordered to active duty under authority of the Governor, he/she shall be entitled to a leave of absence with pay for such time while actually serving under active duty orders, in addition to the three (3) week period specified above.

(d) The County, at its sole discretion, may extend greater benefits for employees in the military service.

(e) Sick leave will accumulate while on military leave according to the Harford County Code §38-38 H(3)(a).

ARTICLE 16
CIVIL LEAVE

SECTION 16.1 CIVIL LEAVE.

An employee may be granted civil leave and be excused from duty, with pay, in the following circumstances:

(a) Jury Duty. Any employee who is required to report for jury service in any court (federal or state) during the regular work day shall be entitled to civil leave. Such leave shall not be deducted from any other leave earned by the employee. An employee summonsed as a juror shall notify the appropriate supervisor. Any employee who reports for jury duty and is released from service shall report to work for the remainder of the regular work day. Any employee required to report for jury service shall be paid either the difference between compensation received as a juror and regular salary or regular salary provided an authorization for assignment of juror's compensation is executed except when the employee is required to participate as a juror in federal court.

(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 matter, or a natural disaster, or Harford County volunteer fire or ambulance service duties. The County shall reserve the right to request documentation of the emergency from the agency that the County employee was serving at the time of the emergency. Such leave requires the approval of the Director of Administration in accordance with Administrative Policy HR-38.

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

ARTICLE 17

EDUCATIONAL BENEFITS

SECTION 17.1 EDUCATIONAL BENEFITS.

(a) Full-time classified employees may be granted educational leave for the purpose of taking courses related to their work as determined by the appropriate department head and approved by the Director of Human Resources.

(b) Harford County will reimburse an employee for tuition fees and books for work related courses based on County Administrative Policy, Educational Assistance/Tuition Reimbursement Policy HR-03 subject to available funding. Additionally, the County will not authorize a preapproval or reimburse any employee who is on a Performance Improvement Plan (PIP) or who has been suspended within the last six (6) months.

SECTION 17.2 CERTIFICATION, RECERTIFICATIONS AND LICENSING REIMBURSEMENT

Employees may be required to obtain and maintain certain certifications and/or licenses as a condition of their employment as specified in their job description. This section does not apply to the employees Class C Driver's License.

The County will reimburse the employee for the fees and any costs associated with obtaining the certification, recertification or license subject to the following conditions. All employees must be pre-approved by the appropriate supervisor prior to enrolling into a certification/licensing program. The County will reimburse the cost of the initial attempt to obtain the certification/license. These costs include registration fees and required study materials. The supervisor may also grant study time to the employee during work hours. All costs must be documented by the employee to his/her supervisor in a form or manner approved by the supervisor.

If the employee fails the initial test, the employee may continue to use the study materials, and may continue to study and sit for the exam; however, all time spent while taking the exam will be considered as work time. The County will only reimburse the employee once the certification/license is awarded. That reimbursement will only cover the cost of the examination. Any new or revised materials will be at the expense of the employee.

If the employee is not able to obtain the certification/license and it is required by the job description, then the employee may be demoted, transferred or terminated from employment.

ARTICLE 18

FUNERAL LEAVE

SECTION 18.1 FUNERAL LEAVE.

(a) Approval and duration. If a death occurs in the immediate family, the employee may be excused from work for a maximum of three (3) consecutive work days to attend the funeral and make other necessary arrangements, without loss of pay. The immediate family shall be considered as: spouse, father, mother, sister, brother, child, grandchild, step-parent, grandparent or legal guardian of the employee and family of spouse in these relationships.

(b) One (1) work day extra, with pay, will be granted if the burial required travel exceeding 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. The Department of Human Resources may require verification of the death and/or relationship of the employee to the deceased.

ARTICLE 19

INJURY ON-THE-JOB

SECTION 19.1 INJURY ON THE JOB LEAVE.

(a) An employee who is injured on the job shall be paid the difference between his base net salary and payments received under Workers' Compensation Insurance as follows:

Probationary Period - No benefits except Workers' Compensation

4 months to 1 year - 2 weeks

Over one year - Two weeks for each year of service

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

(b) When the benefits described in the above paragraph are exhausted, or the employee elects not to use accumulated leave, the employee will receive only the benefits prescribed by Workers' Compensation insurance. Under no circumstances shall an employee be charged for annual and/or sick leave for an on-the-job injury except when sick leave and/or annual leave are authorized. The Department of Law will advise an employee's department and Payroll when leave is not to be used.

(c) Prior to returning to duty, employee must be certified by the attending physician as able to return to duty in accordance with the modified duty policy.

(d) 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 in accordance with the modified duty policy.

ARTICLE 20

INJURY OFF-THE-JOB

SECTION 20.1 INJURY OFF-THE-JOB.

An employee injured off-the-job and absent more than five (5) working days must be certified by the County Medical Officer or the employee's physician as able to return to duty in accordance with applicable policies.

ARTICLE 21

TRANSPORTATION EXPENSE

SECTION 21.1 TRAVEL ALLOWANCE.

(a) The County shall reimburse employees according to the Harford County CODE and HR Policy HR-12-Travel.

ARTICLE 22
PERFORMANCE RATING

SECTION 22.1 SIGNATURE AND DISSATISFACTION WITH RATING.

- (a) The employee shall sign his performance rating that it has been reviewed by him; however, such signature does not signify their agreement with the rating.
- (b) In the event the employee is dissatisfied with his rating, the employee shall have the right to file a written statement to be appended to the rating. Employees shall be given copies of the rating, and have the right to appeal an unsatisfactory rating to the Director of Human Resources, as specified in the County Code §38-43F(1)(b)1.
- (c) All merit increases shall be subject to the provisions of Policy HR-37.

ARTICLE 23
OVERTIME

SECTION 23.1 RATE OF OVERTIME.

Time and one half (1-1/2) will either be paid or compensatory time off given, based on HR Policy HR-04. .

- (a) All leave with pay shall be considered time worked in the computation of overtime.
- (b) Eight (8) hours pay plus time and one-half (1-1/2) of an employee's regular rate of pay shall be paid for all hours worked on a holiday.
- (c) Overtime occurring over a Super Holiday will be paid in accordance with Section 8.2.

SECTION 23.2 OVERTIME DISTRIBUTION

- (a) Overtime work to the extent possible shall be equally distributed.
- (b) Except at the Department of Emergency Services, overtime work shall be voluntary except in the event of an emergency.
- (c) Except at the Department of Emergency Services, employees with the least amount of overtime will be offered overtime first provided they are in the classification needed to correct the emergency. Overtime records shall be maintained and posted in a location that is visible and accessible to employees.
- (d) For the purpose of hour count, any call-in shall be considered as a minimum of four (4) hours.
- (e) Where in the normal operation of a department, work is regularly scheduled on Saturdays and/or Sundays, ten (10) days of work may be scheduled in each fourteen (14) day period one and one half (1-1/2) times an employee's hourly rate shall be paid for all hours worked in excess of eight (8) hours per day and forty (40) hours per week.
- (f) The County shall not vary or rearrange work schedules to avoid the payment of overtime. However, Management may require an employee to flex his/her daily work schedule where the employee has an on-going commitment such as a regularly scheduled meeting outside of the employee's normal work day. Nothing shall prohibit an employee, with the approval from his/her supervisor, from flexing his/her schedule in lieu of earning overtime or compensatory time.

(g) Supervisors will not be assigned posts for the purpose of limiting overtime opportunities for bargaining unit employees except when fiscal or operational exigencies necessitate.

SECTION 23.3 PAYMENT OF OVERTIME.

Payment of overtime compensation shall be made by the close of the second bi-weekly payroll period following the period during which the overtime was earned.

ARTICLE 24 SUBCONTRACTING

SECTION 24.1 CONTRACTS OR SUBCONTRACTS.

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 Association or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall continue to be so performed unless in the sole judgment of the County it can be done more economically or expeditiously otherwise. In the event the County proposes to use non-bargaining unit individuals to displace continuing bargaining unit positions, it will provide the Association with notice at the earliest opportunity, but normally at least ninety (90) days in advance (unless circumstances require a shorter notice) and be available to meet with the Association within one week after the notice is sent.

The County understands that the Union opposes the contracting out of public services. Should contracting out result in either the abolishment of jobs or a reduction in force, then affected employees are entitled to the protections afforded under Sections 4.4 and 4.5 of this agreement.

SECTION 24.2 COUNTY'S RIGHTS, RESPONSIBILITIES AND PREROGATIVES.

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 method, means, personnel and other resources by which the County's operations are to be conducted and to 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 reasonable work rules and 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.

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 procedures described in this agreement.

ARTICLE 25

HEALTH, SAFETY AND WELFARE

SECTION 25.1 WORK UNIFORMS.

The County shall provide work uniforms and other apparel required under Maryland Occupational Safety and Health Act and rain gear where required to employees whose jobs require the wearing of such apparel. Subsequent to the original issue, if uniforms are in such a state of disrepair as to require replacement, they will be returned to the Supply Officer for a replacement. Replacement needs will be verified by the supervisor and the employee shall promptly receive replacement apparel. Employees will wear the uniforms and equipment provided. The County shall establish a program whereby County employees required to wear prescription safety glasses may purchase same at no cost to the employee. Work uniforms provided by the County must be returned to the County upon resignation, termination or retirement from County service. Final pay will be withheld until uniforms are returned or payment made in a prorated manner as determined by the provider of the uniforms.

SECTION 25.2 ENFORCEMENT OF SAFETY.

The County and the Association shall cooperate in the enforcement of safety. Should any County employee feel that the work requires them to be in unsafe or unhealthy situations, the matter shall be referred to the immediate supervisor for action in compliance with the Harford County Safety Manual. When an employee is confronted with a choice between not performing assigned tasks or subjecting themselves to injury or death arising from a hazardous condition, the employee may call Risk Management and request that the County's Safety Inspector or Officer come on site or in a HAZMAT situation address concerns with HAZMAT Safety Officer on site.

SECTION 25.3 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 25.4 MEDICAL EXAMINATIONS.

The County will provide annual medical examinations to plant operators and station maintenance personnel which shall include tetanus or booster inoculations, as required, at no cost to the employee.

SECTION 25.5 WELLNESS PROGRAMS

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. At no time will this compromise HIPAA laws or regulations and the County will not have information on an employee's personal health condition.

ARTICLE 26

RETIREMENT

SECTION 26.1 REQUEST FOR RETIREMENT:

The County will provide one day of Administrative Leave per calendar year 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.

ARTICLE 27

NO STRIKE OR LOCKOUT

SECTION 27.1 NO STOPPAGE OF WORK.

The Association and its members, individually and collectively, agree that there shall be no strike, slow-down or stoppage of work and the County agrees that there shall be no lockout.

SECTION 27.2 UNAUTHORIZED STRIKE.

In the event of an unauthorized strike, slow-down or stoppage, the County agrees that there shall be no liability on the part of the Association or the Chapter provided the Association and Chapter promptly and publicly disavow such unauthorized strike, orders the employees to return to work and attempts to bring about a resumption of normal operations, and provided further that the Association notifies the County, in writing, within forty-eight (48) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this Article.

ARTICLE 28

BENEFITS GUARANTEED

SECTION 28.1 BENEFITS GUARANTEED.

(a) With respect to matters not covered by this Agreement, the County will not seek to diminish or impair during the term of this Agreement any benefit or privilege provided by law, rule or regulation for employees without prior notice to Maryland Classified Employees Association; and, when appropriate, without negotiations with the Maryland Classified Employees Association; provided, however, that this Agreement shall be construed consistently with the free exercise of rights reserved to the County by this Agreement which shall not be otherwise affected.

(b) Benefits or any fiscal matters under this Agreement are contingent upon funding by the County Council.

ARTICLE 29
DURATION OF AGREEMENT

SECTION 29.1 EFFECTIVE PERIOD

(a) 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 party not later than November 1 of any calendar year or unless such date is changed by enactment of new provisions of Chapter 38, Article I, Employee Labor Relations, of the Harford County Code. It is further understood that 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 Association.


(b) Separability. 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 Association shall meet as soon as possible to negotiate such term or provision. 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.


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

MARYLAND CLASSIFIED EMPLOYEES
ASSOCIATION, INC.
CHAPTER 610
HARFORD COUNTY EMPLOYEES


HARFORD COUNTY, MARYLAND



Marilyn Miller
MCEA President



Robert G. Cassilly
Harford County Executive



Michael L. Keeney
Chief Negotiator



Robert S. McCord
Director of Administration


Stanley E. Divelbliss
President, Chapter 610


Tiffany S. Stephens
Director of Human Resources


Joy Clark
Vice President, Chapter 610


Jennifer Ensor
Secretary, Chapter 610


James Bullock
Treasurer, Chapter 610

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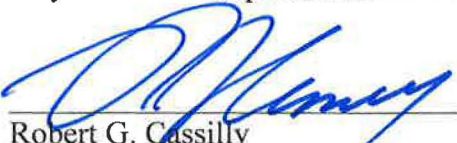
**HOUSING INSPECTORS, DEPARTMENT OF HOUSING AND COMMUNITY
DEVELOPMENT
SIDE AGREEMENT BY AND BETWEEN HARFORD COUNTY, MARYLAND
AND
MCEA CHAPTER 610**

Harford County, Maryland, hereinafter referred to as the "County," and the Maryland Classified Employees Association, Inc., Chapter 610, hereinafter referred to as "MCEA," have entered into this Side Agreement for Housing Inspectors in the Office of Housing and Community Development. Both parties agree to the following:

The Housing Inspectors in the Office of Housing and Community Development will work under and be considered subject to the MCEA Contract Section 7.7 (e), and shall be granted one-half (1/2) hour for lunch with pay.

This HOUSING INSPECTORS, OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT 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 27 day of June 2023.



Robert G. Cassilly
Harford County Executive

6/27/23

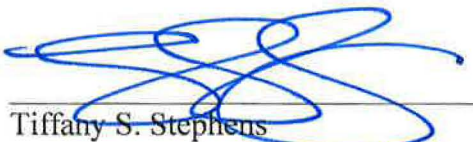
Date



Robert S. McCord
Director of Administration

6/27/23


Date



Tiffany S. Stephens
Director of Human Resources

6/27/2023


Date



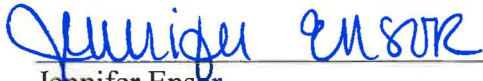
Stanley E. Divelbliss
President, Chapter 610

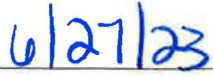
6/27/23


Date


Joy Clark
Vice President, Chapter 610

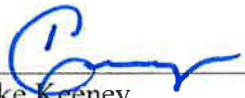

Date


Jennifer Ensor
Secretary, Chapter 610


Date


James Bullock
Treasurer, Chapter 610


Date


Mike Keeney
Staff Representative, Chapter 610


Date

**EMERGENCY MEDICAL SERVICES SIDE AGREEMENT BETWEEN HARFORD
COUNTY, MARYLAND
AND
MCEA, CHAPTER 610**

Harford County, Maryland, hereinafter referred to as the "County," and the Maryland Classified Employees Association, Inc., Chapter 610, hereinafter referred to as "MCEA," have entered into this Agreement and both parties agree to the following as it pertains to the classification of "Paramedic/Driver" and "EMT/Driver" classification currently assigned to the Department of Emergency Services:

Meaning and Effect of Side Agreement:

Unless otherwise stated, the provisions of this Side Agreement supersede any inconsistent or conflicting provisions of the parties' Memorandum of Understanding ("MOU") and relevant provisions of the Harford County Code.

The provisions of the parties' MOU and Harford County Code otherwise remain in full force and effect.

Work Schedule:

- (1) The employees within the classifications of Paramedic/Driver and EMT/Driver will work the following rotating schedule: One (1) 24-hour shift, (6 a.m. until 6 a.m.) followed by 3 regular days off.
- (2) Standard work hours per week will fluctuate due to rotating shifts, and employees will be paid for actual hours worked each week. Due to the nature of the position, guaranteed lunch periods cannot be provided; however, the employee will be paid for all hours worked.
- (3) Section 7.6 of the MCEA Memorandum of Agreement shall not apply to the classifications of Paramedic/Driver and EMT/Driver.

Personal Leave:

- (1) The employees within the classifications of Paramedic/Driver and EMT/Driver shall be entitled to ninety-six (96) hours of personal leave beginning with January 1 of each calendar year. All unused personal leave as of the end of the calendar year shall be forfeited.
- (2) 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 of all unused personal leave.

- (3) Employees within the Department of Emergency Services must provide at least four (4) days notice for the use of personal leave. However, in the event that the need for such use is an emergency and therefore unforeseeable, notice must be provided at least two (2) hours prior to the beginning of the work shift. Any employee giving less than four (4) days notice must provide a written statement to management explaining the reason for shorter notice.

Sick Leave:

- (1) Employees within the Department of Emergency Services who serve as a Paramedic/Driver or EMT/Driver shall accrue sick leave as follows: All full-time Paramedics/Drivers or EMTs/Drivers¹ shall accrue sick leave credits on the basis of 1 day for each full month of service (15 hours), provided the employee is in pay status 51% of the work days of that month for credit.

Funeral Leave:

- (1) Permission for funeral leave or conditions caused by death in the immediate family of an employee within the classifications of Paramedic/Driver and EMT/Driver shall be granted at the discretion of the employee's supervisor for a period of up to three (3) work days with pay, where each work day equals 12 hours. One (1) day extra (12 hours) will be permitted for travel exceeding 150 miles one way after the date of burial except when burial occurs on the last scheduled work day or the first regular day off of the work period.
- (2) The "immediate family" is considered to be spouse, father, mother, sister, brother, child or grandparent of the employee and family of spouse in these relationships or, step-relationships which qualify as immediate family, as determined by the Director of Human Resources.


Meal Allowance:

- (1) No receipt will be required for reimbursement; however, a Meal Allowance Reimbursement Form shall be completed within thirty (30) days of the eligible shift and submitted to the Supervisor. More than one date may be submitted on each form.
- (2) The employee will be reimbursed via direct deposit check on the next payroll date.

*See Section 7.9 of contract.

This agreement shall be in force effective 12:01 a.m. July 1, 2023, and shall remain in force until 11:59 p.m. June 30, 2024, unless mutually renewed by the 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


6/27/23
Date


Tiffany S. Stephens
Director of Human Resources

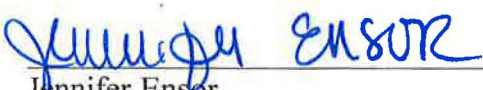
6/27/2023
Date


Stanley E. Divelbliss
President, Chapter 610

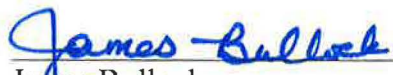
6/27/23
Date


Joy Clark
Vice President, Chapter 610

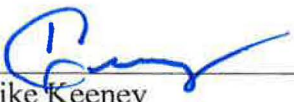
6/27/23
Date


Jennifer Ensor
Secretary, Chapter 610

6/27/23
Date


James Bullock
Treasurer, Chapter 610

6/27/23
Date


Mike Keeney
Staff Representative, Chapter 610

6/27/23
Date

**FACILITIES AND OPERATIONS MAINTENANCE WORKERS I AND II,
MAINTENANCE MECHANICS I AND II AND CUSTODIAL WORKERS I & II
SIDE AGREEMENT BY AND BETWEEN HARFORD COUNTY, MARYLAND
AND
MCEA CHAPTER 610**

Harford County, Maryland, hereinafter referred to as the "County," and the Maryland Classified Employees Association, Inc., Chapter 610, hereinafter referred to as "MCEA," have entered into this Side Agreement for Facilities and Operations Maintenance Workers I & II, Maintenance Mechanics I & II and Custodial Workers I & II. Both parties agree to the following:


The normal hours of operations for Harford County Government day shift are 8 am to 5 pm Monday through Friday. Personnel rules and Union contracts do allow for alternate work schedules that promote the efficiency and operations of a specific unit.

Facilities and Operations Division has just undergone a reorganization and been given additional responsibilities by the Director of Administration. In consultation with the Director and other department heads, it is my opinion that an alternate work schedule will promote the efficiency and improve operations within this Division. Therefore, I am proposing the following agreement between management and the maintenance and mechanic work group:


- (1) The Standard hours of operations for employees within classifications listed above will be day shift 7 am to 3 pm and evening shift for custodial workers from 12 pm to 8 pm, Monday through Friday. Employees will not receive a lunch break; however, employees will be able to eat on the job site while working during his/her assigned shift. Employees are expected to be working on assigned tasks for the entire 8-hour period.
- (2) The Division of Facilities and Operations, when faced with exceptional conditions or an aggressive work plan may alter the hours of the day and start the day later or earlier depending on the mission set for the day. Employees will receive at least a 12-hour notice of a change or alteration of the start time and this will be only for a limited time for the duration of specific projects.
- (3) Employees will be expected to "hold over" at the end of the day, with overtime, if a project or situation arise that requires an extended day.
- (4) All employees are expected to report no later than the official start time and must notify management if they are going to be out or late to work within the guidelines of policy and contracts. Continual lateness or absence will be viewed as a possible disciplinary issue. Management will organize work efficiently, seek to provide clear direction and provide the work group with the resources and training to complete the tasks with speed, accuracy and safety.

This Facilities and Operations Maintenance Workers I & II, Maintenance Mechanics I & II and Custodial Workers I & II 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 27 day of June 2023.


Robert G. Cassilly
Harford County Executive


6/27/23
Date


Robert S. McCord
Director of Administration


6/27/23
Date


Tiffany S. Stephens
Director of Human Resources

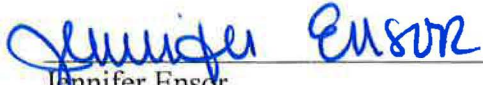
6/27/23
Date


Stanley E. Divelbliss
President, Chapter 610

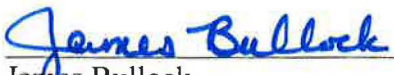
6/27/23
Date


Joy Clark
Vice President, Chapter 610

6/27/23
Date


Jennifer Ensor
Secretary, Chapter 610

6/27/23
Date


James Bullock
Treasurer, Chapter 610

6/27/23
Date


Mike Keeney
Staff Representative, Chapter 610

6/27/23
Date

**ACTIVE EMPLOYEE HEALTH CARE, RHS AND SALARY INCREASE SIDE
AGREEMENT BY AND BETWEEN HARFORD COUNTY, MARYLAND
AND
MCEA CHAPTER 610**

Harford County, Maryland, hereinafter referred to as the "County," and the Maryland Classified Employees Association, Inc., Chapter 610, hereinafter referred to as "MCEA," 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	FY43 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	\$94.07	\$94.17	\$0.00
EMPLOYEE/ONE CHILD	\$182.96	\$182.96	\$0.00
EMPLOYEE/SPOUSE	\$231.08	\$231.08	\$0.00
FAMILY	\$284.21	\$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. However, the Union shall have the right to reopen this Agreement on matters pertaining to ages in the event that the Harford County Council determines to not adopt or send the FY2024 proposed County budget back to the County Executive for further action. In such event, by mutual agreement, relevant timelines may be modified to accommodate the negotiations process.
- (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

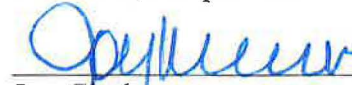
6/27/23
Date


Tiffany S. Stephens
Director of Human Resources


6/27/23
Date


Stanley E. Divelbliss
President, Chapter 610


6/27/23
Date


Joy Clark
Vice President, Chapter 610


6/27/23
Date


Jennifer Ensor
Secretary, Chapter 610

6/27/23
Date


James Bullock
Treasurer, Chapter 610

6/27/23
Date


Mike Keeney
Staff Representative, Chapter 610

6/27/23
Date

UNIFORMS AND SAFETY SHOES
SIDE AGREEMENT BY AND BETWEEN HARFORD COUNTY, MARYLAND
AND
MCEA CHAPTER 610

Harford County, Maryland, hereinafter referred to as the "County," and the Maryland Classified Employees Association, Inc., Chapter 610, hereinafter referred to as "MCEA", have entered into this Side Agreement regarding County issued uniforms and safety shoes, and all parties agree to the following:

(1) Each employee represented by the MCEA bargaining unit will be entitled to County issued uniforms and will receive the following:

- a. 11 pairs of pants (cleaned through rental service). Employees identified by management and approved by the Risk Manager as responsible for welding may order denim pants or 100% cotton pants.
- b. The County may also supply denim pants through the rental service and employees must choose the type of pant they wish to receive. They may not mix pant styles.
- c. Choice of 11 button down shirts (cleaned through rental service) OR 11 T-Shirts (50/50 blend) (not cleaned through rental service). Employees must choose between the rental button-down shirts or purchased T-Shirts. Employees will not receive both. T-Shirts will be purchased a maximum of one time per fiscal year.
- d. Choice of 1 bomber jacket or 1 zip-up hooded sweatshirt or 2 pull-over sweatshirts or 6 short or long-sleeved t-shirts with rental uniforms per fiscal year.

(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.

(3) Employees within the Department of Emergency Services will not follow the criteria within this side agreement. They will operate under their own uniform program.

(4) The Highway Department Inspectors shall receive a zip-up sweatshirt or jacket and 11 non-Ansi button-up shirts each year, employee's choice of color.

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

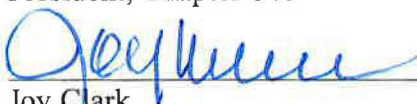
6/27/23
Date


Tiffany S. Stephens
Director of Human Resources

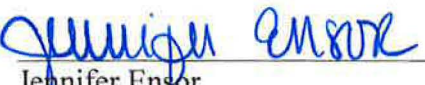
6/27/23
Date


Stanley E. Divelbliss
President, Chapter 610

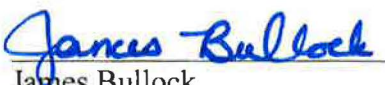
6/27/23
Date


Joy Clark
Vice President, Chapter 610


6/27/23
Date


Jennifer Ensor
Secretary, Chapter 610

6/27/23
Date


James Bullock
Treasurer, Chapter 610

6/27/23
Date


Mike Keeney
Staff Representative, Chapter 610

6/27/23
Date

**WATER & SEWER SHIFT BID PROCEDURE AGREEMENT BY AND BETWEEN
HARFORD COUNTY, MARYLAND
AND
MCEA CHAPTER 610**

Harford County, Maryland, hereinafter referred to as the "County," and the Maryland Classified Employees Association, Inc., Chapter 610, hereinafter referred to as "MCEA," have entered into this Side Agreement for Water & Sewer Shift Bid Procedure and both parties agree to the following:

This section is for the 24/7 operations in the Department of Public Works, Division of Water and Sewer Operations. The Water and Wastewater sections will have separate shift bids for operations staff where appropriate as determined by management.

Management shall determine the classifications needed for each shift and employees shall bid for their shifts on a quarterly basis. The bid results shall be posted on January 1, April 1, July 1 and October 1 of each respective year. The assignments shall be posted with the bid sheet. Bidding on assignments shall be closed 45 days prior to the posting of the next schedule. Shift assignments shall be determined and awarded solely on the basis of seniority. Seniority shall be determined by the last date of hire within the Division of Water and Sewer Operations.

Monthly schedules will be generated based on the shift bid results and the personnel available and schedules will be posted at least one (1) month in advance of the first work day of the monthly schedule.

In the event that a vacancy occurs during the current schedule, management retains the right to reassign the least senior qualified personnel to fill the vacancy.

Management retains the right to reassign all employees to any shift for training purposes.

Employees will become eligible for the shift bid when they have been fully trained which is demonstrated by attaining the appropriate MDE certification of a licensed operator.

Management also retains the right to temporarily reassign senior personnel due to an emergency. Management will determine what is considered an emergency. Every attempt will be made to assign the least senior qualified employee to fill such vacancy.

The Association shall have the right of monitoring all job assignments to determine the County's compliance with this section.

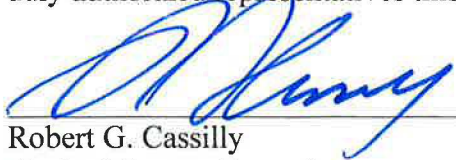
Overtime and Refusal

- (a) Any employee on sick leave shall not receive overtime refusal for the day in which sick leave is being used as long as the sick leave was requested before the overtime was offered.

- (b) New, incoming employees will start off at the bottom of the overtime list, with the same total hours as the employee currently holding the bottom position.

This Water & Sewer Shift Bid Procedure 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 27 day of June, 2023.


Robert G. Cassilly
Harford County Executive


6/27/23
Date


Robert S. McCord
Director of Administration


6/27/23
Date


Tiffany S. Stephens
Director of Human Resources


6/27/23
Date


Stanley E. Divelbliss
President, Chapter 610


6/27/23
Date


Joy Clark
Vice President, Chapter 610


6/27/23
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Jennifer Ensor
Secretary, Chapter 610

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Staff Representative, Chapter 610

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