



## **TENTATIVE INTERIM AGREEMENT (TIA)**

**Between**

**STATE OF MARYLAND (“Employer” or “State”)**

**And**

**AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, MARYLAND  
COUNCIL 3 (“Union” or “AFSCME”)**

**WHEREAS**, the Employer recognized the Union as being certified by PERB as the exclusive representative for Bargaining Unit S employees (“Unit S” or “Supervisors”) on March 5, 2025;

**WHEREAS**, the Union has demanded that relevant sections of current Memorandum of Understanding (MOU) between the Employer and the Union for Bargaining Units A, B, C, D, F, and H, effective January 1, 2024 through December 31, 2026, be extended to Unit S prior to the conclusion of negotiations for the Unit S MOU to apply benefits and protections to Unit S without delay;

**WHEREAS**, the Parties acknowledge that economic bargaining will commence as a reopener beginning in the fall of 2025 for the following fiscal year;

**WHEREAS**, the State issued enforceable guidance by Department of Budget and Management (DBM) to all agencies under DBM and Maryland Department of Transportation (MDOT) on April 3, 2025, which is hereby incorporated and attached as Appendix I;

**WHEREAS**, the State undertakes this action as a non-precedent setting response to the Union’s demand, and does not intend to bind itself to future bargaining positions or obligations related to newly-established bargaining units or future negotiations;

**NOW, THEREFORE**, effective July 30, 2025, the Parties agree to the following Tentative Interim Agreement (TIA), encompassing selected provisions related to terms and conditions of employment for Unit S employees.

The State agrees that the Department of Budget and Management (DBM), Office of Personnel Services and Benefits and Maryland Department of Transportation (MDOT) shall issue this TIA as formal policy of the Secretary of DBM and Secretary of MDOT. This shall direct all agencies subject to collective bargaining to immediately implement and apply the TIA provisions to Unit S employees.



This TIA shall be subject to the grievance procedures in MD. Ann. Code. State Personnel and Pensions Article, Title 12 and Code of Maryland Regulations Title 11, Subtitle 02, Chapter 09 and shall remain in effect for the purpose of allowing Bargaining Unit S employees to immediately access the terms, conditions, provisions, and benefits, without interruption or delay, while the parties continue to negotiate the initial MOU for Unit S.

These provisions, included herein, shall be incorporated into the first MOU between the Parties, pending the completion of negotiations and ratification of the MOU by the Parties.

Any terms or conditions that are not addressed in this TIA shall remain subject to the April 3, 2025 memorandum directing agencies to continue and maintain the status quo.

This TIA shall remain in effect until it is superseded by a duly negotiated and ratified MOU for Unit S.

Subject to the foregoing terms and acknowledgements, the Parties agree to the following provisions:



## **PREAMBLE** *(placeholder for MOU)*

### **ARTICLE 1. RECOGNITION**

#### **Section 1. Exclusive Representation**

Pursuant to the Collective Bargaining Law (Title 3, State Personnel and Pensions Article and Title 22, State Government Article), the Employer recognizes the Union as the sole and exclusive representative in all matters establishing and pertaining to wages, hours and other terms and conditions of employment for all employees in Bargaining Unit S . Classifications are listed in Appendix A. The Employer will not negotiate with any other union or employee organization on matters pertaining to wages, hours and other terms and conditions of employment for all employees in Bargaining Unit S and will not allow non-exclusive representatives or other employee organizations to address new employees within this Unit at orientation meetings.

#### **Section 2. Integrity of the Bargaining Unit**

Unless otherwise provided by law, the Employer recognizes the integrity of the bargaining unit and will act consistently with the current policy to use State employees to perform all State functions in State operated facilities in preference to contracting out with the private sector. In the event the Employer proposes to use non-bargaining unit individuals to displace continuing bargaining unit positions, it will provide the Union with notice at the earliest opportunity, but normally notify the union at least sixty (60) days in advance (unless circumstances require a shorter notice) and be available to meet with the Union within one week after the notice is sent. Supervisors will not be assigned posts for the purpose of limiting overtime opportunities for bargaining unit employees except when fiscal or operational exigencies necessitate.

Upon written request from the President of AFSCME Maryland Council 3, or designee, identifying specific areas of concern, DBM will review the bargaining status of identified employees, correct errors and share the results of the review with the Union on a quarterly basis.



### **Section 3. Inclusion/Exclusion of Existing and New Classifications**

If it is believed that the bargaining unit status of a classification has changed, the Employer or the Union, whichever is proposing the change, shall notify the other. Following such notice, the parties shall meet and attempt to resolve the issue. The Employer will promptly notify the Union of all decisions to establish new classifications. If a new classification is a successor title to a classification covered by this Agreement with no substantial change in duties, it shall become part of this bargaining unit. If a new classification contains a significant part of the work done by any classification in this bargaining unit or shares a community of interest with classifications in this bargaining unit, it shall become part of this bargaining unit.

The Union may notify the Employer, within thirty (30) days of receiving notice of a new classification that it believes the classification should be in this bargaining unit. The parties will then meet to review the classification specifications and attempt to resolve the issue. If, within thirty (30) days of such notice, such issues are not resolved in determining the inclusion/exclusion of classifications, the parties shall consider the following factors:

- a. the community of interest of the employees involved;
- b. the Employer's organizational structure;
- c. the Collective Bargaining Law (Title 3, State Personnel and Pensions Article and Title 22, State Government Article);
- d. the principals of efficient administration of government, including limiting the fragmentation of government administrative authority; and
- e. the recommendations of the parties involved.

### **Section 4. Correctional Facilities**

All references to correctional facilities in this Agreement shall include Clifton T. Perkins Hospital.



## **ARTICLE 2. NON-DISCRIMINATION**

**Section 1. Prohibition Against Discrimination** *(Note: this section is under active negotiations between the parties and therefore is excluded from the TIA and will remain under prior “status quo” guidance.)*

### **Section 2. Union Activity**

Each employee shall have the right to join and while off work or on official release time, assist the Union freely, without fear of penalty or reprisal, and the Employer shall assure that each employee shall be protected in the exercise of such right.

**Section 3. Equal Employment/Affirmative Action/ADA** *(Note: this section is under active negotiations between the parties and therefore is excluded from the TIA and will remain under prior “status quo” guidance.)*

### **Section 4. Representation**

The Union recognizes its responsibility as the exclusive bargaining representative for this unit and agrees to fairly represent all employees in the bargaining unit to the extent required by applicable law and regulations.

**Section 5. Bargaining Team** *(Note: this section is under active negotiations between the parties and therefore is excluded from the TIA and will remain under prior “status quo” guidance.)*

**ARTICLE 3. MANAGEMENT RIGHTS** *(Note: this Article is under active negotiations between the parties and therefore is excluded from the TIA and will remain under prior “status quo” guidance.)*

## **ARTICLE 4. UNION RIGHTS**

### **Section 1. Access**

The Employer agrees that it shall not discourage bargaining unit employees from Union membership or participation in lawfully permitted activities in the exclusive representative's Union.



The Union agrees to notify the Employer at least two (2) days in advance of a nonemergency, mass meeting. In emergency situations, the Union may call a meeting during work hours to prevent, resolve or clarify a problem with prior reasonable notice to and approval by the Employer. Approval for access described in this section shall not be unreasonably denied.

**A) Non-24/7 Buildings/Facilities:**

Local representatives, officers and Union staff representatives shall, with prior notice to the Employer, have reasonable access to the premises of the Employer for the purposes of administration of this Agreement. In addition, upon reasonable notice to the Employer and consistent with security, union representatives shall have access to the Employer's premises for the purpose of administration of this Agreement and membership recruitment.

The State recognizes the need of local representatives, officers and Union staff representatives to access buildings/facilities with little or no notice. Therefore, the Union shall not be required to give any specific amount of advance notice.

**B) 24/7 Buildings/Facilities:**

Local representatives, officers and Union staff representatives shall, with prior notice to the Employer, have reasonable access to the secure premises of the Employer for the purposes of administration of this Agreement and membership recruitment.

For the purposes of this section, "reasonable access" is defined as access to 24/7 buildings and facilities in a manner which does not compromise the safety and security of employees, the population served or confidential information that the State has an obligation to protect.

The State recognizes the need of local representatives, officers and Union staff representatives to access 24/7 buildings/facilities with little or no notice. Therefore, the Union shall not be required to give any specific amount of advance notice.

Upon receiving notice of the need for the Union to access a 24/7 building/facility, the Employer shall expeditiously arrange for access to the building/facility and the represented employees.

Access may not be granted during periods of lockdown or during other emergency or security-related incidents. The presence of local Union representatives, officers and/or staff may not unduly disrupt operations or interfere with work being performed by employees and these individuals must comply with applicable security procedures.

In the event that the agency representative and the Union disagree on "reasonable access," access shall be determined by the agency head or designee.



The Parties are encouraged to develop guidelines regarding access for each facility or building as needed.

## **Section 2. Stewards**

The Employer will recognize stewards designated by the Union who will be responsible for investigating and processing grievances and participating in any hearings or conferences related to the grievance. Typically, a grievance will have no more than one (1) steward in attendance, unless the presence of a second steward is part of the training process for the second steward, in addition to a staff representative, but there shall be no more than two (2) stewards in attendance at all times. In addition, at all correctional facilities, there shall be a primary and an alternate steward designated by the Union on all primary shifts who will be responsible for non-grievance activities related to the administration of this Agreement and coordinating the activities of other stewards, to ensure the efficient use of release time.

Whenever possible, the Union will notify the appropriate agency personnel director and Department of Budget and Management (DBM) in writing of the names of the designated stewards prior to them assuming any duties. The Employer shall not deny a State employee the right to represent another employee simply because his/her name does not appear on a stewards list. Designated stewards shall be allowed a reasonable amount of duty time without charge to pay or leave to administer the Agreement and otherwise represent employees in accordance with the Collective Bargaining Law (Title 3, State Personnel and Pensions Article and Title 22, State Government Article), law or regulation. To the extent necessary to participate in hearings and meetings, a designated steward's shift shall be adjusted so that such participation shall be on official duty time. Release from duty and shift adjustments will not be unreasonably denied and will be consistent with the operational needs of the Employer.

## **Section 3. Union Activity During Working Hours**

The Employer and the Union recognize that union representatives and stewards play an important role in effectuating the terms of this Agreement; however, both parties acknowledge that the duties undertaken as a union representative or steward are in addition to their job assignments. The Union shall notify the Department of Budget and Management in writing of the names of designated stewards and union representatives prior to them assuming any duties.



Consistent with the operational needs of the Employer, the Employer shall grant time off with pay for designated stewards and union representatives, including reasonable travel time when necessary, to attend:

- 1) grievance meetings;
- 2) grievance investigations;
- 3) investigatory or "mitigation meetings";
- 4) Labor Management Committee meetings;
- 5) negotiating sessions regarding supplementation or amendment of this Agreement during its term; (this numbered paragraph does not apply to full MOU negotiations or a limited economic reopeners)
- 6) committee meetings and activities if such meetings or activities have been jointly established by the parties;
- 7) meetings called or agreed to by the Employer, if such employees are entitled and required to attend the meetings by virtue of being Union representatives or stewards; or
- 8) trainings.

Union representatives and stewards shall be allowed reasonable work time to complete assignments that have been assigned by the Labor Management Committee. The employee's manager shall approve when the time can be taken.

Release hours will not exceed the employee's normally scheduled workday. Time off with pay will not be unreasonably withheld, but shall not exceed twelve (12) hours in a pay period. The Union will normally provide the Employer with the names of its stewards who need release time within 48 hours of the scheduling of the meeting. The employee is required to code any activity pursuant to this section as follows: select work tag "remote work location" and then select "union business" on the employee's timesheet. The twelve (12) hour per pay period limitation on union activity during working hours, described in this paragraph, does not apply to Chief Stewards (Article 4, Section 16), leave from the Union release time account for union business (Article 4, Section 4) or Leave for Union Office (Article 14, Section 2).

The practices described in § 12-405 of the State Personnel and Pensions Article shall apply to grievants, witnesses and Union representatives. The practices described in the current Transportation Service Human Resources System (TSHRS) Policy §7I shall be maintained.





### Section 3B. Steward Representation: Conflict Management and Replacement Protocol

1. The Union and the Employer agree that, in order to protect the integrity of the grievance and investigatory process, no Steward shall represent an employee in any investigatory meeting, grievance procedure, or disciplinary appeal in cases where the Steward is directly involved in the incident, acted as an investigator or supervises the employee. This provision is intended to prevent conflicts of interest and ensure fair and unbiased representation for all employees.
2. In addition, the employee, Union, Steward, or Employer may identify a concern that there is a conflict of interest beyond the scope of Paragraph 1. If such a concern is raised by the Employer, they must identify a substantive rationale for the concern. In such an event, the previously selected Steward will not serve and the Union and the employee shall have full discretion to appoint an alternative Steward or representative to ensure timely representation. If such a concern is raised, the Steward in question should not be considered to be available and onsite for purposes of Article 21, Section 3. The Employer and AFSCME MD Council 3 agree to meet and confer to resolve any concerns. Both parties shall make a good faith effort to prioritize and expedite a resolution. The Parties agree to re-negotiate this approach to conflict of interests no later than December 31, 2026.

### Section 4. Release Time Account for Union Activities

Effective July 1, 2025 and on each July 1 thereafter, the Employer shall credit the Union's release time account with one (1) day for every ten (10) bargaining unit members. Union representatives will be allowed time off with pay charged against the Account consistent with the operational needs of the Employer for Union business such as job steward trainings, leadership conferences, educational conferences, state or area-wide committee meetings or state or International conventions, and union sponsored labor relations training provided such representative provides reasonable notice to his/her manager of such absence.

Reasonable notice for Union sponsored meetings and conventions listed above is at least twenty (20) days and the Employer shall respond within five (5) days of receiving the representative's notice. Less notice may be accepted by the State under special circumstances. Where possible, the Union request for release time shall identify the specific employees to be released from duty and their work location. Such time off will not be detrimental in any way to the employee's record and will be specifically taken into account when applying performance standards relating to quantity and timeliness of work. Time may be used in one (1) hour increments. Time off with pay will not be unreasonably withheld.



## **Section 5. Release From Duty Issues**

The parties recognize their respective obligations to grant and utilize release time authorized by this Agreement in an efficient manner in the context of effective and efficient government operations. To this end, the Employer and the Union shall each designate a person to discuss and resolve issues associated with release from duty or time off. Due to geographical factors, more than one team may be created. An employee's manager may require the representative to provide the request for release time in writing. In such cases a copy of the letter issued by DBM approving release time for a specific event shall be sufficient. Requests for release time in accordance with this Agreement or State policy shall routinely be granted.

In instances where the Union notifies the State of the specific employees to be released at least 30 days before the event, the Employer may only deny time off based on extraordinary operational needs. When the Employer denies time off based on operational needs in accordance with this Agreement, it shall, upon written request of the Union, provide the reasons in writing and shall advise the representative when he/she can obtain the time off. Time off under this provision shall not be arbitrarily denied.

## **Section 6. Meeting Space**

Union representatives may request the use of state property to hold union meetings. Upon prior notification, the Employer will provide meeting spaces where feasible. Such meetings will not interrupt state work and will not involve employees who are working. The Employer shall make space available for Union representatives to have confidential discussions with employees on an as needed basis subject to availability.

## **Section 7. Union Offices**

Where the Union is currently provided with office space, such space shall be maintained. In locations where the Union does not have office space, Union representatives shall be permitted to have a lockable, Union - provided filing cabinet in space provided by the Employer at the Employer's premises.

## **Section 8. Routine Office Supplies**

Union representatives are authorized to make reasonable use of copiers, fax machines, computers and other office equipment for representational purposes, provided such use does not interfere with official State business. Union representatives shall request permission to use such equipment. Approval for use will not be withheld unless such use interferes with official State business.



## **Section 9. Bulletin Boards**

The Employer shall provide lockable bulletin boards at each work location in areas mutually agreed to on a local basis, for the exclusive use of the Union. The Union shall be responsible for all items posted on the bulletin board. Each item posted shall be dated and initialed by the Union official approving the posting. The Union shall ensure that items are not illegal, defamatory, political, or partisan and that no item is detrimental to the safety and security of the institution. At the time of posting, the Union shall provide a copy of all items to the Employer. The Employer shall not permit the posting of notices by non-exclusive representative employee organizations on Employer bulletin boards.

## **Section 10. Mail Service and Computer Mail**

The Union shall be permitted to use internal state mail systems, including computer/electronic mail, for membership and bargaining unit mailings and for communication with the Employer. Confidentiality shall be maintained subject to the Employer's security needs. Where available, the Employer shall provide the Union with email addresses for bargaining unit members.

Before sending out mass or bulk emails, the Union shall consult with the agency personnel director to ensure that the agency's email system can accommodate such a transmission. In the event that a single mass or bulk email cannot be accommodated because of system limitations, the agency personnel director shall work with the Union to determine the appropriate size of bulk or mass emails. The Union will then be permitted to send smaller mass or bulk emails as needed.

## **Section 11. Distribution of Union Information**

At non-secure facilities, the Union shall be permitted to place and distribute materials at mutually agreed to locations frequented by employees, before and after work, and during breaks and meals periods.

At secure facilities, the Union shall be permitted to place informational materials for employees at the work site. The placement will be limited to roll call areas, and in or near officers' dining room. The information shall be placed at a table provided by the Employer and may have a sign of identification. This placement must be done by an employee or a Union staff representative designated by the Union during the employee's non-working hours. Distribution of materials will be done in a non-secure area during non-work hours.

**Section 12A. New Employee Orientation** *(Note: this section is under active negotiations between the parties and therefore is excluded from the TIA and will remain under prior "status quo" guidance.)*



## **Section 12B. Agreement Orientation**

The parties recognize that it is important for employees covered by this Agreement to understand all of its terms and conditions as well as the contract administration matters that may occur during its duration.

Accordingly, the Union shall provide an annual orientation on the Agreement to all current employees at all agencies and correctional facilities that conduct in-service training. The Orientation shall be held during a lunch period. The Union will be provided space (such as a classroom) and will be allowed to provide meals consistent with facility security procedures. Employee attendance is voluntary.

In agencies where the Employer does not require in-service training, the Union will be provided space to conduct an annual orientation on the Agreement for all current employees to attend on non-duty time (before and after work or during lunch). The Union will be allowed to provide meals consistent with facility security procedures. Employee attendance is voluntary.

**Section 13. Information Provided to the Union** *(Note: this section is under active negotiations between the parties and therefore is excluded from the TIA and will remain under prior “status quo” guidance.)*

## **Section 14. Exclusivity**

No organization other than the exclusive representative shall have access to worksites or otherwise be provided with access to facilities and services of the Employer unless they are doing business with the State or except as required by State or federal law.

## **Section 15. Union Credentials**

The State shall continue to offer access credentials – i.e. badges, placards, etc. – to union staff representatives and officials. Union credentials will be offered without charge. Any State ID produced by DGS shall give permanent access to the union representative until their separation from employment. AFSCME shall be responsible for the return of union credentials to the State within 30 days after an employee separates. The State may charge a reasonable replacement fee in the event the credentials are lost or stolen absent a police report. Credentials allow for reasonable access to facilities for meetings and visits, which may be tailored to accommodate bona fide security needs of the employer. The parties acknowledge that nothing in this provision is intended to alter or modify agency credentialing requirements i.e. applicant background check, etc.



## **Section 16. Chief Stewards**

The AFSCME Maryland Council 3 President shall appoint two (2) employees as Chief Shop Stewards. The Chief Shop Stewards shall devote their working hours with pay to union related activities, as stated below in paragraph number 5.

Through December 31, 2026 and each calendar year thereafter, the President of AFSCME Maryland Council 3 shall appoint two (2) Chief Stewards, on a full-time basis to handle union business under the following terms and conditions:

1. With the exception of all mandated training, the Chief Stewards would be placed on a paid leave of absence from their current assigned duties.
2. The Chief Stewards would remain on the State's payroll for the purposes of performing full-time union business as the Chief Stewards.
3. The State will credit up to 100% of the administrative leave (up to a maximum of 2,080 hours annually) except that the Chief Stewards will continue to use earned annual leave, personal leave, holiday leave, and sick leave pursuant to established policies.
4. The Chief Stewards will work forty (40) hours per week, Monday through Friday. AFSCME will establish a standard eight-hour (8) workday (e.g. 8:00am to 4:00pm) for each Chief Steward. The standard workday hours may be adjusted for duties that require the Chief Stewards' participation at other hours of the day or night.
5. The Chief Stewards will work from an AFSCME office in the State of Maryland. A standard work location will be established for each Chief Steward at an AFSCME office located in the State of Maryland. AFSCME shall maintain workers' compensation insurance coverage for the Chief Stewards to cover all union related activities. The Chief Stewards' duties for union related activities include, but are not limited to: preparation and negotiation of this MOU; issues concerning interpretation of this MOU; grievances on behalf of union members; union sponsored labor relations training; Labor/Management Committee meetings; assisting members in departmental related issues; participation in in-service training of the union; Executive Board and membership meetings of the union; daily operations of the union; maintaining communications to members; attendance at conventions; participation in specialized training offered by AFSCME; meeting with State legislators concerning pending legislation impacting the union; attendance at hearings before the General Assembly.



6. AFSCME hereby agrees to waive, release, and hold harmless the State including its members, officers, employees, agents, contractors and volunteers from any and all losses, demands, liabilities, expenses, suits, actions, causes of action, damages, costs and claims of any kind arising out of, or in connection with, the activities, actions, or conduct of the full-time Chief Stewards performing duties on behalf of AFSCME.
7. During such paid leave of absence, the Chief Stewards will continue to accumulate seniority and receive all benefits as if he/she were fully on duty including, but not limited to, pension accruals and fringe benefits.
8. All State of Maryland directives and policies remain applicable to the Chief Stewards while on the paid leave of absence.
9. The Chief Stewards will be supervised, to the extent possible, by a position identified by the State. AFSCME shall inform each Chief Steward's manager of their standard work location and workday hours. This manager will review and approve timesheets, approve earned leave requests, and handle other administrative duties as necessary.
10. Additional training related to the mission of the State or career growth may be approved by the designated manager upon request. The Chief Stewards shall be entitled to meal/travel reimbursements for additional State approved training where such is made available to other similarly situated employees.
11. No overtime, compensatory time, shift differential, meal/travel reimbursements or other special compensation will be permitted while the Chief Stewards assumes this full-time position (assigned to work a 40-hour work week). The Chief Stewards shall be permitted to work voluntary overtime offered by the State during non-scheduled work hours.
12. Since the Chief Stewards will not be performing duties assigned by the State, there will be no annual performance evaluation required during this leave of absence. The lack of a performance evaluation for the Chief Stewards shall be construed that the Chief Stewards are performing in a satisfactory manner for the purpose of being eligible to receive a yearly step increment to which he/she is entitled.

When a Chief Steward no longer occupies the role of a Chief Steward, the agency appointing authority shall return them to their prior assignment on a full time basis, and the AFSCME Maryland Council 3 President shall appoint a replacement to fulfill the term.



## **ARTICLE 5. LABOR - MANAGEMENT COMMITTEES**

### **Section 1. Unit S Labor - Management Committees**

The parties recognize that the holding of periodic meetings for the exchange of views and information contributes to the effectiveness of the labor-management relationship. Therefore, the parties shall establish Labor-Management Committees (LMCs), in accordance with the provisions in this Article, for the purpose of addressing matters of concern in the areas of personnel policies, practices, conditions of employment, and other matters affecting bargaining unit employees. Each Unit S LMC will be co-chaired by one member from labor and one member from management.

### **Section 2. Unit S Agency LMCs**

The intent of the Unit S LMCs is to facilitate communication between the parties by providing a forum for discussion of agency specific issues, including the application and implementation of matters previously negotiated, related to conditions of employment. The committee shall not become involved in individual grievances.

At the time of the initial establishment and on July 1 of each subsequent year, the Union and each Department/Agency shall exchange lists with the names of the individuals who shall serve as the main contact for Unit S LMCs and Collective Bargaining matters. The designated contacts may be replaced at any time and notice shall be provided to the other party.

### **Section 2A.**

Unit S Labor Management Committees may discuss any item that pertains to working conditions. This may include, but is not limited to the following items:

1. Scheduling practices;
2. Career paths for employees in their jurisdiction; and
3. Agreement on when transportation in emergencies is appropriate.

Should AFSCME MD Council 3 President or the Chief Human Resources Officer or their designees, become aware that topics that involve mandatory subjects of bargaining be discussed in an LMC, the parties shall notify each other.



### **Section 3.**

The Union shall select or appoint its members to the Unit S LMCs. All parties understand when Unit S members participate in a LMC, they do so as a representative of labor, not management.

Departmental/Principal Unit LMCs, in addition to the Chair, LMCs shall include at least two (2) and up to three (3) Bargaining Unit S representatives.

Upon agreement of the co-chairs, additional Unit S members may be added to the committee where the subjects under discussion warrant. The composition (number of Unit S members and Management representatives) of LMCs at the sub-department level will be determined by agreement of the co-chairs of those respective committees.

The Unit S LMCs will establish procedures for scheduling meetings.

Any agency-specific agreement reached at the LMC that would change, modify or alter the terms of this MOU shall not become effective until reduced in writing and approved by the President of AFSCME Maryland Council 3 or designee, the appropriate Agency official, and the Chief Human Resources Officer in the Office of Personnel Services and Benefits, Department of Budget and Management.

### **Section 4. Joint LMCs**

Under this TIA and until the complete Unit S MOU is ratified, with the agreement of the parties of an existing LMC established under the MOUs for Units A, B, C, D, F, and H, up to 3 Unit S members may participate in an existing LMC on an issue-by-issue basis.

### **Section 5. Distribution of Information**

The Employer shall assure that the results of Labor-Management Committees are distributed to affected managers. The Union may distribute the results to the bargaining unit through existing security briefings (i.e., roll call), bulletin boards, email and other appropriate venues.

In the event that there are issues distributing LMC meeting results at security briefings, via bulletin boards, or other appropriate venues, the Union may seek assistance from the Chief Human Resources Officer in the Office of Personnel Services and Benefits, Department of Budget and Management, to resolve the issue to the satisfaction of the parties.

In no instance shall the dissemination of information by the Union extend the time allotted for a security briefing or disrupt the primary purpose of the briefing.





## **ARTICLE 6. WORKWEEK WORK TIME SCHEDULES, OVERTIME AND COMPENSATORY TIME**

### **Section 1. Scope**

This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours per day or per week, or of days of work per week.

### **Section 2. Administrative Workweek**

The administrative workweek begins at 12:01 a.m. Wednesday and ends at midnight on the following Tuesday.

### **Section 3. Standard Workweek**

Except as noted below the standard workweek for full-time employees consists of five (5) consecutive eight (8) hour days, Monday through Friday each week. Non-overtime hours and starting and quitting times for such employees shall be the same throughout the standard workweek. The standard workweek does not apply to the following:

1. Alternative and/or compressed workweek schedules and flextime arrangements;
2. Cases where flexible hours are inherent to the job as an established condition of employment;
3. Those employees whose work is continued by other employees who relieve them and continue those same work tasks;
4. Employees described in 2 and 3 above who do not work the standard workweek schedule are subject to Section 4 below. The Employer may not change the work schedule of an employee who works a standard workweek to avoid the payment of overtime or accrual of compensatory time.

### **Section 3A. Additional Exemptions**

The following exemptions to the Standard Workweek apply to Unit S who do not work a standard workweek.

1. Additional employees of the Maryland Racing Commission whose schedules of workdays and hours are contingent upon the racing schedule.
2. Cases where flexible hours are inherent to the job as an established condition of employment and work time is flexed to allow for the orderly completion of work.
3. The flexible work schedules for those employees (classifications) who currently work such a schedule shall be maintained.

Employees described in 1, 2, and 3 are not subject to Section 4 of this article.



### **Section 3B. Additional Exemption for Division of Parole and Probation (DPP) Employees**

This Section does not apply to DPP Community Supervision Enforcement Program Supervisory staff. Supervisory employees working for the Division of Parole and Probation shall not be considered as “shift” employees for the purpose of this Agreement. DPP employees in Unit S and subject to this Agreement may work varying starting and ending times to cover work assignments.

### **Section 4. Work Schedules**

A. For purposes of this Agreement, "work schedules" are defined as an employee's assigned work hours and days of the week. Where work schedules vary, management will attempt to post schedules as soon as possible, but in no event shall work schedules be posted with less than 14 calendar days' notice, except that if the current practice is for a longer posting period, the longer posting period will be maintained.

The parties acknowledge that this arrangement does not reflect current practice at MTA and will require a transition period to come into compliance. The parties agree to meet promptly to establish the dates of the transition period, which shall be implemented as soon as practicable but no later than October 31, 2025. Until then, the MTA shall make good faith efforts to provide advance notice of schedule changes wherever operationally feasible.

B. Assigning an employee additional hours on an overtime basis is not considered a change to the work schedule.

C. Hours worked outside of the established work schedule shall be considered overtime, unless:

- 1) the employee voluntarily agrees to adjust the work schedule (volunteering or not volunteering to adjust his/her work schedule shall not be detrimental to the employee in any way); or
- 2) the affected employee is given a minimum five calendar days' notice and there are no more than two (2) occasions when the schedule is changed within the two (2) week pay period.

D. Involuntary schedule changes must be for legitimate operational needs and rotated equitably among employees and must be for the total hours of the scheduled workday which is being changed.

E. Nothing in this Agreement shall preclude, with prior approval of management, "trading time" or swapping shifts among employees in the same classification provided they have the particular skills necessary to perform the work and such swaps do not increase



Employer costs or substantially disrupt work. There will be no split shifts (unpaid break of greater than one-hour within the workday) unless requested by the affected employee(s).

### **Section 5. Schedule Change/Approved Leave**

The Employer agrees it will not make an involuntary schedule change that affects an employee's previously scheduled and approved leave. This does not include short-term leave (3 days or less) unless it is approved thirty (30) days in advance. Management will make every effort not to disrupt leave approved for special events.

### **Section 6. Implementation of New Days/Hours**

A. In the event the Employer seeks to permanently implement new days/hours for positions that had not previously worked such hours, the Employer shall provide the Union with notice and an opportunity to bargain in accordance with this Agreement.

B. Changes to procedures for selecting shifts and time and attendance recording practices (sign-in procedures, time clocks, etc.) will be negotiated in accordance with this Agreement.

### **Section 7. Work Time**

A. Work time includes time during which an employee:

- 1) Is on duty, whether at the employee's principal job site or at a remote location or as part of the State's Telecommuting Program;
- 2) Is on paid leave;
- 3) Participates in training activities as a job assignment;
- 4) Is on the Employer's premises and is on call and waiting for work;
- 5) Is not on the Employer's premises but is on call and waiting for work, and the employee's personal activities are substantially restricted;
- 6) Changing into and removing program-specified clothing and equipment necessary for the performance of the job;
- 7) Participates in activities that are job-related immediately before the beginning or immediately after the end of an assigned shift;
- 8) Travels to and from work after being recalled to work by the appointing authority or the appointing authority's designated representative after the employee has completed the standard workday;
- 9) Travels to and from work after being called to work by the appointing authority or by the appointing authority's designated representative on the employee's scheduled day off if the employee works fewer than eight hours as a result of being called on the employee's scheduled day off;



- 10) Travels between home and a work site other than the assigned office, in accordance with the Standard Travel Regulations;
- 11) In accordance with this Agreement, investigates and processes a disciplinary appeal or grievance, and participates at any conference or hearing relating to a grievance or appeal; or
- 12) With prior supervisory approval, uses reasonable time to investigate and process a complaint under State Personnel and Pensions Article, Title 5, Annotated Code of Maryland.

B. Work time includes any other time defined as work time under the Fair Labor Standards Act (FLSA), if applicable.

C. With the exception of those categories of employees cited in the Fair Labor Standards Act, 29 U.S.C. §201 et seq., or as otherwise provided in this Agreement, an appointing authority may exclude meal periods and a maximum of 8 hours sleep from consideration as work time for employees who are on duty for more than 24 hours. If the employee's sleep is interrupted for the performance of work so that the employee is unable to sleep continuously for at least 5 hours, the appointing authority shall consider the entire period of sleep, up to a maximum of 8 hours, as work time.

D. Additional Compensatory Work Time

Employees who are authorized by the Employer to perform work via the telephone in an emergency or non-emergency situation, before or after their regularly assigned tour of duty, in excess of de minimis time, shall be compensated at the straight time or overtime rate as appropriate and in accordance with the Fair Labor Standards Act. The Employer reserves the right to verify calls and require documentation of the call, including but not limited to: date, time and length of call; time spent addressing the emergency or required work; name of client or contact; reason for the emergency or required work; and signature of employee.

**Section 8. Payment For Overtime Non-Exempt Employees** *(Note: this section is under active negotiations between the parties and therefore is excluded from the TIA and will remain under prior "status quo" guidance.)*

**Section 9. Call-Back Pay**

Employees who are called to report to work on their regular day off or that have been recalled to work after having left the Employer's premises, shall be guaranteed a minimum of two (2) hours of pay plus travel time at the regular rate of pay for actual hours worked or at the applicable overtime rate, whichever is greater. Employees who are currently guaranteed a minimum of pay greater than two (2) hours shall continue to be paid at the greater minimum. Should the employee be paid for at least eight hours, travel time shall not be paid.



## **Section 10. Report Pay**

An employee who is pre-scheduled to work an overtime shift in a 24-hour facility and reports to duty will be guaranteed three (3) hours overtime pay at the appropriate rate unless the employee is a holdover from a previous shift. The Employer shall notify employees as soon as practical prior to their scheduled start time in the event the employee is not required to report for prescheduled overtime. Department of Transportation employees will continue to receive the greater benefits under callback pay when applicable.

## **Section 11. On-Call Pay/Stand-By Pay**

Employees are entitled to on-call pay if required to remain on the Employer's premises or so close thereto that he/she cannot use the time effectively for his/her own purposes. On-call payment shall be at the regular, or overtime rate of pay, whichever is applicable. An employee who is not required to remain on the Employer's premises, but is merely required to leave word at his/her home, or with the Employer where he/she may be reached, is not working while on-call. If an employee is called back to work, the provisions of Section 2 apply. Any MDOT employee required to be in an on-call status shall be provided with a beeper upon request. MDOT employees are not required to remain in any specified geographical boundary, however, if called, the employee shall report to work as soon as practical.

## **Section 12. Security Briefing Pay (i.e., Roll Call)**

Bargaining Unit S employees in the Division of Corrections, Division of Pre-Trial Detention and Services, Patuxent Institution, Clifton T. Perkins and the Community Supervision Enforcement Program of Parole and Probation, along with Bargaining Unit S institutional employees of Department of Juvenile Services, who are required to stand for security briefing before the beginning of their shift, will be paid for twelve (12) minutes of pay at the applicable rate of pay. The time spent on security briefing will be counted as hours worked.

Other Bargaining Unit S employees within the Department of General Services, the Department of Juvenile Services and the Maryland Department of Health required to work in excess of their standard shift to be briefed or to brief the outgoing shift or perform other work duties will be paid at the applicable rate.

## **Section 13. Short Turnaround Pay**

MSP Emergency Dispatcher Supervisors, as well as Unit S shift employees at the Maryland Department of Health (including supervisory dietary employees), who work a non-overtime shift that begins less than twenty-four hours after the start of their previous shift, shall be paid time and one-half for all time worked on the short turnaround shift that occurs within twenty-four hours of the start of the previous days' shift.



**Section 14. Flextime and Compressed Workweek Schedules** *(Note: this section is under active negotiations between the parties and therefore is excluded from the TIA and will remain under prior “status quo” guidance.)*

**Section 15. Overtime Distribution**

The Employer and the Union will discuss Departmental or agency specific overtime distribution policies at the Departmental or agency level. The Employer agrees to follow its existing overtime distribution policies until changed as a result of Employer/Union negotiation.

The distribution of overtime will be made in accordance with the Employer's current practice, policy or procedure.

**Section 16. Wash-Up Time** *(Note: this section is under active negotiations between the parties and therefore is excluded from the TIA and will remain under prior “status quo” guidance.)*

**Section 17. Report-In Procedures and Locations**

All employees covered under the terms of this Agreement will be at their report-in locations ready to commence work at their starting time. Managers will normally excuse infrequent tardiness (e.g., 4 per twelve-month period) at work sites where the employee's absence of a very limited duration does not impair operations or generate overtime. Nothing herein shall be construed to prevent a manager from excusing occasional tardiness or allowing the employee to make up the time at the end of the workday upon a satisfactory explanation from the employee. When assessing discipline for tardiness, extenuating and mitigating circumstances surrounding tardiness will be taken into consideration by the Employer. Discipline for tardiness shall not normally be considered "insubordination." An employee who is charged leave or leave without pay shall not be required to work for any period covered by the charge. Employees who report to work at a work site other than their normal report-in location, which is farther from home than their normal report-in location, will have any additional travel time counted as hours worked. Time clocks or other timekeeping devices shall be immediately accessible to employees at the work site or the Employer must take the limited employee access to such devices into account when assessing tardiness.

**Section 18. Rest Periods** *(Note: this section is under active negotiations between the parties and therefore is excluded from the TIA and will remain under prior “status quo” guidance.)*



## **Section 19. Time of Overtime Payment**

The Employer agrees that employees should receive timely payment of all wages earned and agrees to comply with all associated laws regarding the payment of wages earned.

**Section 20. Savings** *(Note: this section is under active negotiations between the parties and therefore is excluded from the TIA and will remain under prior “status quo” guidance.)*

## **ARTICLE 7. WAGES**

### **Section 1. Previously Processed Wage Provisions:**

This Section 1 is included to memorialize Unit A, B, C, D, F, and H agreements that have been applied to Unit S members in the recent past, including the 2025 Wage Re-openers. They are included here for reference.

#### **Section 1A. Wage Re-opener Effective July 1, 2025**

On June 30, 2025, the State of Maryland shall eliminate from the Standard Salary Schedule Grades 5 and 6 and Steps 3 and 4 to bring the minimum starting rate per hour to \$18.04.

On June 30, 2025, the State shall eliminate Steps 3 and 4 of the Correctional Officer Salary Schedule, bringing the minimum to \$22.51.

Effective July 1, 2025, a general cost of living adjustment wage increase (COLA) consisting of 1% will be added to each grade and step of the pay plan(s) affecting bargaining unit employees.

All bargaining unit employees who are otherwise eligible shall receive an increment effective July 1, 2025, or January 1, 2026, based on the employee's entry on duty (EOD) date.

On June 30, 2025, the State will add two (2) additional steps (step 27 and 28) on both the Standard Salary Schedule and the Correctional Officer Salary Schedule.

#### **Section 1B. Minimum Wage Increase**

On July 1, 2025, the minimum wage for State employees will be at least \$18.04 an hour. All bargaining unit employees earning less than \$18.04 an hour will be placed in the lowest step that provides them with at least \$18.04 an hour.



## **Section 1C. Pay Equity Adjustment**

Effective on July 1, 2024, existing employees in a region and in the same Department shall receive a salary adjustment to match the step of the newly hired employee where:

- (1) the new employee is hired on or after July 1, 2024; and
- (2) the step of the new employee is higher than an existing employee in the same region, department, grade, and classification; and
- (3) the higher step of the new employee is due to market conditions, as determined by the Appointing Authority.

For the purposes of this section, a new employee's region is defined as a geographic area which includes any county/Baltimore City contiguous to the primary work location of the newly hired employee. A Department is defined as a Principal Department of the executive branch of State government, or an independent agency within SPMS. Where the newly hired employee's primary work location is located in a 24/7 facility, employees of the non-24/7 facilities within the region will not be eligible for the equity adjustment. Where the newly hired employee's primary work location is located in a non-24/7 facility, employees of the 24/7 facilities within the region will not be eligible for the equity adjustment.

Steps will not be adjusted if the newly hired employee's step is higher due to exceptional qualifications, as determined by the Appointing Authority.

## **Section 2. Current Wage Provisions:**

### **Section 2A. Shift Differential**

The Employer shall pay a shift differential to an employee who works a qualifying shift. A qualifying shift means a full-time or permanent part-time shift, which starts at or after 2 P.M. and at or before 1 A.M.

The Employer shall pay a shift differential on a prorated basis to an employee who works any part of a qualifying shift. Effective July 1, 2024 the rate of shift differential pay shall be \$1.00/hour for all classifications. The Employer may not pay a shift differential to an employee who is on leave.

Pursuant to Article 6 Section 3B, Bargaining Unit S employees working for the Division of Parole and Probation shall not be considered "shift" employees for the purpose of this Agreement and therefore are not eligible for shift differential.





## **Section 2B. Acting Capacity Pay**

A. An appointing authority may designate an employee to perform temporary duties in a classification for which the rate of pay is higher than that of the employee's classification for any of the following reasons:

- 1) The temporary absence of an incumbent;
- 2) A vacancy exists for which recruitment is underway; or
- 3) Unusual circumstances which necessitate assignment of duties at a level higher than that of the employee's classification.
- 4) A qualified employee with the most seniority in the unit where the acting capacity is to occur will normally be given the opportunity to perform the higher level duties. If a less senior employee is designated, upon written request from the Union, the appointing authority or designee shall provide a copy of the acting capacity form as documentation of the selection.
- 5) Should a manager assign an employee more than 50% of the higher-level duties of a position that is vacant or from which the incumbent is temporarily absent, the employee shall be considered designated for acting capacity pay.

B. Wherever possible an appointing authority shall ensure that an employee designated to receive acting capacity pay meets the minimum qualifications of the higher level and upon written request from the Union shall provide a copy of the acting capacity form as documentation of the selection.

C. An appointing authority may not designate an employee to perform temporary duties in a classification for which the rate of pay is higher than that of the employee's classification if both the employee's classification and the higher classification are within the same noncompetitive promotion classification series.

D. Payment for acting in a higher classification shall be made as follows when the employee's normal rate of compensation on the Standard Salary Scale is:

- 1) Between grades 5 and 10, additional compensation shall be paid for the period in excess of 10 continuous workdays;
- 2) For grade 11 or above, additional compensation shall be paid for the period in excess of 20 continuous workdays.
- 3) For employees on other salary scales applicable to BU S, additional compensation shall be paid after ten (10) continuous workdays when the employee's normal rate of compensation is equivalent to grades 5–10 of the Standard Salary Scale, and after twenty (20) continuous workdays when and employees normal rate of compensation is equivalent to grade 11 or above on the Standard Salary Scale.



The initial period of acting capacity is limited to six (6) months or less and may be extended for periods of up to six (6) months.

Notwithstanding the above, hour-for-hour acting capacity pay shall be paid to eligible employees who function in the capacity of the Transportation Heavy Equipment Shop Chief effective with the first hour of the assignment and acting capacity pay will continue to be paid in other cases where employees currently receive such pay.

E. An employee in acting capacity shall not be relieved of such capacity prior to the completion of the waiting period for the purpose of avoiding acting capacity payment as evidenced by their subsequent return to acting capacity. The Employer shall not rotate employees in an acting capacity position to avoid acting capacity payment nor shall employees be recurrently scheduled in an acting capacity position without compensation unless there are unusual circumstances outside the Employer's control or they volunteer to do so. An employee who is not paid acting capacity pay may not be negatively evaluated on his/her performance in the acting capacity position and may not be disciplined for actions that relate to the acting position taken in good faith. An employee shall not be required to accept an acting capacity assignment if he/she would suffer a loss in pay.

### **Section 2C. Bilingual Pay**

Where the Employer currently pays bilingual pay or bonuses, it shall continue to do so. The Employer retains discretion to initiate bilingual pay or bonuses. The minimum bilingual bonus or hourly equivalent is \$75 per pay period. The Employer may not require an employee to use bilingual skills without paying the appropriate bonus or pay. This does not apply to employees where such skills are in the classification specification.

### **Section 2D. Hazardous Duty Pay**

Employees who have consented and are required to perform asbestos work will continue to be eligible for a 50% work differential for time spent performing such duties. This differential shall be paid 1/10 hour increments, including time spent by the employee changing into and removing program specified clothing and equipment.

Maryland Port employees who are currently covered under the \$10.00 per hour, or 50% per hour of the hourly wage whichever is greater, chrome pay differential, will continue to receive differential. This provision will also cover any existing hazardous duty differential currently provided.



## **Section 2E. Pay on Promotion/Reclassification**

### **1) Promotion**

When an employee is promoted from a classification with a salary grade to a classification which is one grade higher, the employee shall be placed in the lowest step which provides at least a six (6) percent increase in annual salary, but in no event shall the new rate exceed the maximum in the new grade.

When an employee is promoted from a classification with a salary grade to a classification which is two or more salary grades higher, the employee shall be placed in the lowest step which provides at least a six (6) percent increase in annual salary for each grade above the employee's current grade, but in no event shall the new rate exceed the maximum in the new grade.

When an employee is promoted from a classification with a salary grade, slope scale or flat rate to a classification with a slope scale, the employee shall receive a six (6) percent increase in annual salary per grade increase, but in no event shall the new rate exceed the maximum in the new scale.

When an employee is promoted from a classification with a salary grade, slope scale or flat rate to a classification with a flat rate, the employee shall receive the specified flat rate salary.

### **2) Reclassification**

With the exception of the implementation of a new classification, when an employee is reclassified to a classification which is one grade higher than the employee's current grade, the employee shall be placed in the lowest step which provides at least a six (6) percent increase in annual salary, but in no event shall the new rate exceed the maximum in the new grade.

With the exception of the implementation of a new classification, when an employee is reclassified from a classification with a salary grade to a classification which is two or more salary grades higher, the employee shall be placed at the lowest step which provides at least a six (6) percent increase for each grade above the employee's current grade in annual salary, but in no event shall the new rate exceed the maximum in the new grade.

When an employee is reclassified from one classification to another for which a flat rate is paid, the employee shall receive that flat rate salary.

When an employee is reclassified from one classification to another with the same salary grade or slope scale, the employee's rate of pay shall not change.



When the Employer determines that a job is classified at a higher rate than appropriate, it may reclassify the job to the appropriate lower grade only upon vacancy.

Note: This section does not apply to a reclassification to a lower grade or scale, or demotion.

### **3) Reclassification into a New Classification Series**

When an employee is reclassified as the result of the implementation of a new classification with a higher grade, the employee's step or rate of pay shall be determined by a six (6) percent adjustment per grade increase, not to exceed the maximum of the pay grade.

In the event that it is determined that the new classification is the same grade level as the prior classification, the employee's step or rate of pay shall remain the same.

When a MDOT employee is reclassified as a result of the implementation of a new classification with a higher grade that is unique to DOT only, the employee's step or rate of pay shall be determined by a six (6) percent adjustment per grade increase, not to exceed the maximum of the pay grade.

The factors in determining the grade level of the new classification are set by the Secretary of Budget and Management or the Secretary of the Department of Transportation, as appropriate, and include the following: the qualifications required to hold the position, specifically, the education level and experience required (i.e., the knowledge, skills and abilities); the complexity of the work; the level of supervision received by individuals in the new classification; the level of responsibility in the position; working conditions, and the independence of judgment required by employees within the newly established classification.

### **4) Processing Sequence for Simultaneous Transactions Which Affect Salary**

Whenever two or more salary transactions which are effective on the same date for an employee shall be processed in the following sequence:

- (a) Salary adjustment of the employee's classification;
- (b) General increase of the salary schedule;
- (c) Annual step increase; and
- (d) All other transactions including, but not limited to, promotion, reclassification and demotion.

### **Section 2F. Pay Stubs**

The Employer agrees, where possible, to ensure that all pay stubs include the current yearly salary, accumulated year-to-date pay in State service, the employee's hourly rate of pay, shift differential and overtime per pay period.



## **Section 2G. COVID-19 Response Pay**

COVID-19 Response Pay is a pay differential of \$3.13 per hour for each hour actually worked (or \$5.13 per hour for each hour actually worked in a designated quarantine area) that is paid to employees in eligible classifications as determined by DBM. COVID-19 Response Pay will continue to be paid through January 11, 2022.

The parties agree that DBM, in its sole discretion, may provide for further extensions of Response Pay beyond January 11, 2022, on a pay period by pay period basis.

**Section 3. Terms to be Negotiated with Economic Bargaining:** *(Placeholder for Fall 2025 Economic bargaining and other Reopeners during the term of the MOU)*

## **ARTICLE 8. HOLIDAYS**

This Article governs holidays except as otherwise authorized by law.

### **Section 1. Observance**

The following holidays will be observed:

- 1) New Year's Day;
- 2) Dr. Martin Luther King Jr.'s Birthday;
- 3) President's Day;
- 4) Memorial Day;
- 5) Juneteenth;
- 6) Independence Day;
- 7) Labor Day;
- 8) Columbus Day\*;
- 9) Veteran's Day;
- 10) Thanksgiving Day;
- 11) Day After Thanksgiving (except MDOT);
- 12) Christmas;
- 13) Each Statewide Election Day; and
- 14) Each other day that the President of the United States or the Governor designates for the general cessation of business.

\* The Union proposed that the holiday currently designated as "Columbus Day" be recognized under "Indigenous Peoples' Day." The official designation of holidays is governed by the State Personnel Policy (SPP) and is reflected above. If the SPP is updated to reflect "Indigenous Peoples' Day" (or a derivative thereof), the contract language will be updated accordingly.



Maryland Transportation Authority (MTA) shall continue to maintain the holidays it observed immediately prior to the effective date of this Agreement.

Except for employees required to work on a holiday, when a holiday falls on a Sunday, the holiday is observed on the following Monday. When a holiday falls on a Saturday, the holiday is observed on the preceding Friday. A holiday will commence at 12:01 A.M. and end at 12:00 Midnight. Upon request, an employee may observe a religious holiday provided that the time off is charged to vacation, compensatory time, personal leave, or leave without pay, at the employee's choice.

### **Section 2A. Work on Holidays**

An employee who is required to work, or works with prior approval, any part of a holiday shall receive holiday compensatory time for up to eight (8) hours, on an hour for hour basis, for the actual non-overtime hours worked in addition to their regular rate of pay. An employee who works overtime on a holiday shall be compensated in accordance with all applicable pay and overtime provisions. An employee must use holiday compensatory time within one (1) year after having accrued that time.

### **Section 2B. Pre-Scheduled Holidays**

Holidays for certain employees, typically 24/7 facilities, are pre-scheduled on days other than the holidays mentioned in Section I. This schedule is determined in advance. If employees who have their holiday pre-scheduled are required to work on that pre-scheduled holiday day, they are compensated as follows:

- 1) Cash overtime employees are paid for the number of holiday hours pre-scheduled plus payment at the rate of time and one-half for the number of hours actually worked.
- 2) Compensatory leave eligible employees are paid for the number of hours prescheduled plus credited with holiday compensatory time for the number of hours actually worked, which must be used within one (1) year after having accrued this time.

This provision does not apply to an employee who is on leave without pay during the same pay period as the assigned holiday.

### **Section 2C. Part-Time Employees**

Part-time employees shall be compensated in accordance with all applicable pay and overtime practices.



### **Section 3. Other Holiday Provisions**

An employee whose regular day off falls on a holiday will receive another day off. If a holiday occurs during a period in which an employee is on pre-approved paid leave, the employee will not be charged for the use of leave for the holiday.

### **Section 4. Maryland Department of Transportation (MDOT) Procedures**

In accordance with current practice, employees in the Maryland Department of Transportation shall be paid double time and one-half for work on all holidays identified in law or this Agreement. In addition, such employees with the approval of the Employer may request compensatory time in lieu of cash for such holiday work.

### **Section 5. Exception**

Non-uniformed employees of the State Police who have received premium pay (time and one-half) prior to this Agreement for work on certain Holidays (Christmas, Thanksgiving, New Year's) shall continue to receive such pay in addition to compensatory time. Established practices of compensation for holidays that are better than that described in Sections 2 and 3 shall be continued.

## **ARTICLE 9. LEAVE ACCRUAL**

### **Section 1. Annual Leave**

Annual leave accrues as follows, on a pro rata basis:

- (1) for an employee whose total State service is less than 5 years, at the rate of 10 workdays not to exceed 80 hours, a year;
- (2) for an employee whose total State service is at least 5 years but less than 10 years, at the rate of 15 workdays not to exceed 120 hours, a year;
- (3) for an employee whose total State service is at least 10 years but less than 20 years, at the rate of 20 workdays not to exceed 160 hours, a year; and
- (4) for an employee whose total State service is 20 years or more, at the rate of 25 workdays not to exceed 200 hours, a year.

### **Section 2. Accumulated Annual Leave**

Any days of annual leave not used at the end of a year may be carried forward into the next year. Employees may accumulate unused annual leave and may carry over from one year to the next up to seventy-five (75) days, or six hundred (600) hours.



If an employee is denied the opportunity in a calendar year to use annual leave in excess of seventy-five (75) days or six hundred (600) hours, the head of the employee's principal unit may allow the employee compensation, at the employee's regular rate of pay, those excess leave days.

The head of a principal unit may approve a request for compensation only if:

- 1) the appointing authority documents the unusual administrative reasons for having denied the employee the use of annual leave; and
- 2) funds are available for that purpose.

### **Section 3. Payment Upon Separation**

An employee or an employee's estate will be paid for:

- 1) the number of days of annual leave, not exceeding 50 days or 400 hours that were accrued at the end of the previous calendar year and that remain unused; and
- 2) the number of days of annual leave that accrued during the calendar year in which the employee's State employment terminates and that remain unused upon termination of state service at the time that the employee receives his/her paycheck for the final period of work or the next pay period.

### **Section 4. Sick Leave**

Employees shall earn fifteen (15) days or one hundred twenty (120) hours of sick leave each year. Employees shall earn 1.5 hours of sick leave for every 26 hours worked in non-overtime status. For this purpose, all paid leave will be considered work time. Part-time employees will earn sick leave on a prorated basis. There is no limit on the number of days of sick leave an employee can accrue.

Accrued sick leave shall be used as a service credit toward retirement in accordance with current statutes and regulations. Employees may not use accumulated sick leave to qualify for retirement benefits or to become vested in the retirement system.

### **Section 5. Pandemic Carryover**

Beginning in calendar year (CY) 2021, leave in the Pandemic Carryover category was made available to bargaining unit S members that included:

- a. all compensatory time earned in CY 2019 and lost in CY 2020;
- b. all compensatory time earned in CY 2020 and not used;
- c. any additional compensatory time earned beginning in CY 2021 and not used through the end of the pay period 6 months beyond the end of the emergency period; and





- d. all annual leave forfeited at the end of CY 2020 and at the end of each calendar year thereafter until the end of the pay period 6 months beyond the end of the emergency period.

Compensatory time as noted in subparagraphs a – c above does not include compensatory time earned in lieu of cash overtime.

Leave in Pandemic Carryover category shall not expire but is not subject to cash out.

Leave in the Pandemic Carryover category may be used for any reason and at any time after obtaining approval from the employee's manager.

## **ARTICLE 10. LEAVE WITH PAY**

### **Section 1. Jury Duty Leave**

An employee who is on jury duty is entitled to leave with pay when the employee's jury service occurs on the employee's scheduled workday and provides appropriate documentation. Employees who are scheduled on other than a day shift shall be reassigned to a day shift. If, after reporting for jury duty, the employee is dismissed for the day, the employee shall return to work if time permits. An employee who is selected for jury service shall notify the Employer as soon as practical.

### **Section 2. Bereavement Leave**

A maximum of five (5) working days may be charged to sick leave in the event of the death of one of the following members of the immediate family: (1) spouse or domestic partner; (2) children, including foster-children and stepchildren; (3) parents, step-parents, foster-parents of employee or spouse, or others who took the place of parents; (4) legal guardians of employee or spouse; (5) brothers and sisters of employee or spouse; (6) grandparents and grandchildren of employee or spouse; (7) other relatives living as a member of the employee's household.

A maximum of three (3) working days may be charged to sick leave in the event of the death of one of the following relatives: (1) aunts and uncles of employee or spouse, (2) co-parent of a child twenty six (26) years old or younger; (3) nephews and nieces of employee or spouse; (4) brothers-in-law and sisters-in-law of the employee or employee's spouse; and (5) sons-in-law and daughters-in-law.



The employee may elect to receive up to three (3) days of bereavement leave in lieu of three (3) of the five (5) sick days, with appropriate documentation upon the death of the following family members: (1) spouse or domestic partner; (2) children, including foster children and step-children; (3) parents, step-parents, foster-parents of the employee; (4) brothers or sisters of the employee; or (5) grandparents and grandchildren of the employee.

Appropriate documentation includes a death certificate, funeral slip or obituary notice. If additional time is required by the employee, the manager shall make reasonable efforts to arrange the work that the employee may take other accrued leave for this purpose.

### **Section 3. Legal Action Leave**

An employee who is summoned to appear in a court action, before a grand jury, before an administrative agency, or for a deposition and is neither a party to the action nor a paid witness, may be absent from work without loss of pay or charge against any leave, with the appropriate documentation, unless the employee is currently on suspension.

An employee who is summoned to appear in a court action, before a grand jury, before an administrative agency, or for a deposition and is a party to the action or a paid witness may use other accumulated leave, unless the employee is currently on suspension.

An employee who is a party to an action against the State, or its agents, is considered on duty for grievances, disputes, or disciplinary appeals before the Office of Administrative Hearings or the Labor Relations Board. An employee who is not on paid leave or approved leave without pay shall be considered on duty when attending a Worker's Compensation Hearing.

### **Section 4. Military Leave**

Any employee who is a member of a reserve component of the Armed Services or in the organized militia shall be permitted military leave with pay for up to thirty (30) working days per year for uniformed services training or active uniformed services duty. To be eligible, the employee must provide the employing agency with a copy of the orders from his/her unit.

There shall be no discrimination or adverse personnel action based on employee military service or status.



## **Section 5. Emergency Conditions**

The Procedure for Release of State Employees Under Emergency Conditions, Revised October 8, 1999 (Emergency Release Procedure, or ERP) applies to the State employees covered by this MOU. The terms of Section 5 of this MOU supplement the ERP as stated below. There are no differences between the terms of this MOU and the terms of the ERP, except as specifically supplemented below. A copy of the ERP is attached to this MOU as Appendix B.

### **A. Work During Declared Emergency Conditions – Supplemental MOU Terms**

This MOU supplements the ERP as follows:

1. Generally, under Paragraph VI of the ERP, when one of the authorized State officials identified in Paragraph V of the ERP declares an emergency condition and makes an emergency release determination that results in the closure of an agency or facility affected by the emergency condition, non-emergency essential employees who would otherwise be required to report to work at such agency or facility, would be released from duty and provided with paid leave during the period of the emergency closing.

This MOU supplements the ERP by providing that if a non-emergency essential employee covered by this MOU is actually required by the employer to work or stay at work at an agency or facility that has been closed due to declared emergency conditions, per the procedures of the ERP, such non-emergency essential employees will be credited with two hours of work time for each hour actually worked during the emergency closure.

2. In the specific case of weather-related emergency conditions, when an authorized governmental jurisdiction prohibits all non-emergency vehicle travel on specified roadways, and the declared weather-related emergency condition is in the home jurisdiction, a jurisdiction along the route or the jurisdiction of the work location, as determined by official personnel records, thereby proscribing an emergency essential employee's ability to get to work, the Employer shall provide transportation to work. If transportation is not provided, the employee shall be granted administrative leave; such paid leave shall be provided until the end of the prohibition on travel or the end of the employee's normal work shift, whichever comes first, or until transportation is provided. An employee shall notify the appropriate designated contact person as early as feasible, but normally at least one hour before the start time of the employee's shift of the weather-related emergency that constrains the employee's travel. The employer shall ensure that a functioning voice-mail service is available for this communication should the contact person be unavailable when an employee calls.



3. Efforts will be made to restrict an employee to no more than two consecutive shifts during a declared emergency condition. In the event that an employee is required to remain at work more than 2 consecutive shifts, the Employer shall, where feasible, provide the employee with a place to sleep for a minimum of 6 hours, toiletries, and meals.

#### **Section 5A. Emergency Conditions for Additional Employees of Department of Labor (MD Labor)**

When additional employees of MD Labor work during an emergency condition per the contract, the additional employees shall be credited with one (1) compensatory hour for each hour they actually work during the designated emergency condition.

#### **Section 5B. Bomb Threat, Loss of Power, Ventilation or Plumbing**

Upon resolution of an occurrence that has had a direct, measurable impact upon the life or safety of the employees at one of its facilities that results in the closing of that facility and releasing employees, the Employer shall notify the Union of the occurrence and the action the Employer took to ensure the safety of the employees at that facility.

#### **Section 6. Examinations and Interviews for State Positions**

An employee shall be allowed up to four (4) hours leave with pay to take examinations and attend interviews for State positions. An employee who has to travel in excess of fifty (50) miles will be given additional administrative leave not to exceed eight (8) hours in total.

The appointing authority may:

1. require prior approval of the interview or examination leave request;
2. require verification of the examination taken or interview or examination attended;
3. require verification of the travel time in excess of 50 miles one way; and
4. limit the number of interviews and time allotted when abuse is apparent.

#### **Section 7. Professional Meetings**

To the extent consistent with the operational needs of the Employer, employees will be granted time off with pay, not to exceed their normal workday to attend pre-approved professional meetings that are job related.



## **Section 8. Disaster Service Leave**

Requirements for leave with pay:

- a) On request, an employee subject to this section may be entitled to disaster service leave with pay if:
  - 1) the employee is certified by the American Red Cross as a disaster service volunteer; and
  - 2) the American Red Cross requests the services of the employee during a disaster that is designated at Level II or above in the regulations and procedures of the National Office of the American Red Cross.
- b) Amount allowed: An employee may use up to thirty (30) days of disaster service leave in any twelve (12) month period, only after obtaining approval from the employee's appointing authority.
- c) Employment status for the purposes of certain claims: For purposes of workers compensation and the Maryland Tort Claims Act, while an employee is using disaster service leave, the employee is deemed not to be a State employee.

## **Section 9. Religious Observance**

All employees, except those working in 24-hour facilities, whose religious beliefs require them to be absent from work, shall be permitted to perform compensatory work outside their regular work hours to offset the absence. For those employees entitled to overtime pay, each hour of compensatory work will offset one hour of absence during any workweek in which employees work fewer than forty hours and for those workweeks in which more than forty hours are worked, compensatory work will offset one and one half hours of absence. For those employees exempt from overtime pay, each hour of compensatory work will offset one hour of absence. This section shall be administered in accordance with applicable law and COMAR.

## **Section 10. Vaccination Leave**

Each year, employees may request a total of two (2) hours of vaccination leave for the purpose of obtaining a flu or COVID-19 vaccination or booster.

To receive Vaccination Leave, employees must provide Human Resources the following:

- (1) proof of full vaccination;
- (2) proof of receipt of a flu or COVID-19 vaccination or booster shot; and
- (3) a written request on a form prescribed by the Secretary of Budget and Management for Vaccination Leave.



The Vaccination Leave is not subject to payment and will be forfeited upon separation from State Service.

## **ARTICLE 11. REQUESTS FOR PERSONAL AND ANNUAL LEAVE**

### **Section 1. Request for Leave**

At any time, employees may request the use of short-term leave (annual leave, compensatory time use, or personal leave). Such request shall be submitted on the appropriate form and approved or denied on the form within one week of submission to the appropriate authority (practices of shorter time periods will be maintained) except that current practices concerning emergency leave requests shall be maintained. Requests will not be denied unreasonably. The issue of more employees requesting the use of short-term leave than can be granted because of operational needs shall be resolved at the LMC. The Employer shall not request the reasons for the use of earned leave other than sick leave as permitted by Article 12.

All leave may be used in tenth of an hour increments provided, however that use of personal leave to cover tardiness related absences shall not serve as a bar or defense to disciplinary action.

### **Section 2. Vacation Schedules**

The approval and scheduling of vacation periods shall be established by the LMC. The Employer agrees it will not cancel vacation periods (vacation periods are approved 30 days in advance).

### **Section 3. Personal Leave**

Except during a Leap Year, employees shall be entitled to six (6) days of personal leave each calendar year except that the Department of Transportation employees shall be entitled to seven (7) days of personal leave. During a Leap Year, SPMS employees shall be provided with seven (7) days and MDOT employees with eight (8) days. Part-time employees shall be entitled to days of personal leave on a prorated basis. For the calendar year in which new employees begin employment, the number of personal leave days will be prorated according to applicable law. The Employer shall not request the reasons for the use of earned leave other than sick leave as permitted by Article 12. Use of personal leave for sick leave purposes shall be permitted and taken in accordance with Article 12 of the MOU.

Any rights and privileges concerning the use of personal leave shall be maintained unless changed by the Local LMC.



#### **Section 4. Mailing Of Paycheck**

If an employee going on vacation desires that his/her paycheck be mailed to a given address during the vacation, he/she may make a written request to this effect. Such requests shall be honored provided a self-addressed envelope is included with the written request.

#### **Section 5. Errors in Pay**

When an employee is underpaid as a result of an Employer error, the Employer shall, where possible, provide the employee with an advance check to offset the underpayment.

When an employee is overpaid as a result of an Employer error, the employee shall be responsible for reimbursing the Employer for the overpayment. If the overpayment exceeds \$100, the employee shall be given the opportunity to make arrangements for a repayment plan. The Employer shall attempt to structure the repayment plan in a manner that does not place a financial hardship on the employee. If the employee fails to repay the overpayment or follow a repayment plan, the State may take appropriate measures to collect the funds owed.

### **ARTICLE 12. SICK LEAVE**

#### **Section 1. Sick Leave – General**

The Employer and the Union agree that unscheduled absences, excessive sick leave usage and fraudulent sick leave usage unnecessarily increases overtime costs, exacerbates the workloads of other employees and negatively impacts morale.

#### **Section 2. Eligibility**

In accordance with State law, employees are entitled to sick leave with pay:

- a. for illness or disability of the employee;
- b. for death, illness, or disability of a member of the employee's immediate family;
- c. following the birth of the employee's child;
- d. when a child is placed with the employee for adoption; or
- e. for a medical appointment of the employee or a member of the employee's immediate family. "Immediate family" is defined in accordance with COMAR 17.04.11.06.



### **Section 3. Notification**

When an employee is unable to work due to circumstances provided in Section 1, the employee or employee's designee will notify his/her immediate manager or designee at the work site at a time as established by existing agency policy/practice, unless extenuating circumstances preclude this notification. When an employee calls in accordance with established practice or policy, he/she shall leave a message if the manager or manager's designee is unavailable, or the Employer may instruct an employee to call a secondary number, and the employee will not be required to call back. The employee or designee must call each day of absence until the employee notifies the Employer of a date he/she will return to duty. The Employer shall not ask the employee to provide information as to his/her diagnosis or condition except as permitted by applicable law.

### **Section 4. Certificate of Illness for Absences for Five (5) or More Consecutive Days**

The Employer shall require an employee to provide an original certificate of illness or disability only in cases where an absence is for five (5) or more consecutive workdays or in accordance with the procedures described in Section 6 below. The certificate required by this Section shall be signed by a health care provider in accordance with applicable law (SP&P 9-504).

### **Section 5. Certificate of Illness for Absences of Less than Five (5) Consecutive Days**

The Employer may require an employee to submit documentation of sick leave use on the following conditions:

- A. When an employee has a consistent pattern of maintaining a zero or near zero sick leave balance without documentation of the need for such relatively high utilization; or
- B. When an employee has six (6) or more occurrences of undocumented sick leave usage within a twelve (12) month period. Sick leave use that is certified in accordance with this Article shall not be considered as an occurrence.
- C. After the first instance of an employee being absent for more than four (4) consecutive days without documentation, the Employer may place the employee on notice that future absences of more than three (3) days, within a rolling twelve (12) month period, will require documentation.





## **Section 6. Procedures For Certification Requirement**

Prior to imposing a requirement on an employee for documentation of sick leave use, the Employer shall orally counsel the employee that future undocumented absences may trigger a requirement for certification of future instances of sick leave. If the employee has another undocumented absence after such counseling, the Employer may then put the employee on written notice that he/she must certify all sick leave usage for the next six (6) months if the undocumented absences accumulate in accordance with Section 4.

At the conclusion of the six (6) months, the certification requirement will be rescinded provided the employee has complied with the certification requirement. If the employee has not complied with the certification requirement, the requirement shall be extended for six (6) months from the date of the lack of compliance with the requirement. Although a requirement for certification is not a disciplinary action, an employee may grieve allegations of misapplication of this procedure.

## **Section 7. Chronic Conditions**

Employees who suffer from chronic or recurring illnesses or disabling conditions that do not require a visit to a health care provider each time the condition is manifested, shall not be required to provide certification for each absence, provided that a general certification is provided unless the absence is for five (5) or more consecutive days. Such frequent absences shall also not be used as the basis for a certification requirement.

The Employer may require certification and follow-up reports from a health care provider no more frequently than every six (6) months of the continued existence of the chronic condition, unless the employee has a condition identified as a permanent disabling condition. In instances where the condition is identified as a permanent disabling condition, employees will not be required to provide follow-up reports from a health care provider.

## **Section 8. Acceptable Documentation**

For absences of less than five (5) consecutive days, acceptable documentation shall consist of the following:

- A. A certificate from a health care provider that the employee (or member of the employee's immediate family) visited the office and/or the employee was unavailable for duty for the reasons specified in Section 1 on the day or dates of absence. For absences of four (4) hours or less, at the employee's option, he or she may submit a copy of the universal health insurance claim form or similar document from the health care provider's office showing the name of the provider, the date of treatment and address and telephone number of the provider.



- B. An employee who works less than his/her full workday due to having to provide care to the employee's child or member of his/her immediate family shall not be required to provide certification from an acceptable health care provider unless management has a basis to believe sick leave is being used for a purpose other than described in Section 1 above. Sick leave use in such circumstances shall not count as an occurrence under Section 4.

## **Section 9. Disciplinary Actions**

The Employer may take appropriate disciplinary action against an employee for using sick leave for purposes other than described in law or this Agreement; for failing to properly notify the Employer of the use of sick leave; or for failure to provide appropriate documentation when properly required to do so.

The Employer may not penalize an employee with regard to scheduling overtime eligibility, performance evaluations or other right or benefit for sick leave usage for being subject to documentation requirement. This does not preclude appropriate disciplinary action for use of sick leave for purposes other than described in Section I.

## **Section 10. State Medical Director**

When an employee is referred to the State or Agency Medical Director by the Employer, the employee shall be provided with the reason for the referral if management determines that it is appropriate to do so. If a reason is provided, it should be communicated to the employee as soon as practical.

The employee may provide information from the employee's personal health care practitioner to the State Medical Director. Prior to rendering a decision regarding an employee, the State Medical Director is encouraged to review information from the employee's health care practitioner if it has been provided.

## **ARTICLE 13. LEAVE BANK AND LEAVE DONATION PROGRAM**

### **Section 1. Membership in the State Employees' Leave Bank Program**

A new employee may donate one day (eight hours) of Personal Leave to the State Employees' Leave Bank within the first sixty (60) days of their employment. All other employees may donate one day (eight hours) of Annual, Personal, or Sick Leave to the State Employees' Leave Bank during the open enrollment period. Sick Leave may only be donated if the employee has a balance of 240 hours after the donation. The Employer shall hold an open enrollment period during the health insurance open enrollment period.



## **Section 2. Access To Leave Bank**

An employee becomes eligible for the State Employees' Leave Bank 90 days following the initial donation to the bank. Membership in the State Employees' Leave Bank is for two years, unless the leave in the bank is exhausted, at which time all employees will be notified and given the option of rejoining by donating an additional day. In these cases, employees who had served the 90-day waiting period for eligibility will not be required to serve an additional waiting period. Eligibility for use of leave from the bank will be determined in accordance with existing policy (COMAR).

## **Section 3. Maryland Department of Transportation Employees**

Maryland Department of Transportation (MDOT) employees will continue to have Advanced and Extended Sick Leave available to them but may first choose to use the Sick Leave Bank or Employee to Employee Donated Sick Leave.

## **Section 4. Sick Leave Bank Additional Employees**

Additional employees at MD Labor, employed at the Maryland racetrack, shall be eligible for the Sick Leave Bank.

## **Section 5. Short Term and Long Term Disability Policies**

The Union and the Employer agree to negotiate the implementation of Short Term and Long Term Disability Policies with the intent of eliminating the State Employees Leave Bank, the Employee-to-Employee Leave Donation Program and MDOT's Advanced and Extended Sick Leave Policies.

## **Section 6. Employee-to-Employee Leave Donation**

The employee who donates leave shall designate the recipient of the leave. Any leave that is not used by the recipient shall be returned to the employee who made the donation.

# **ARTICLE 14. LEAVES WITHOUT PAY**

## **Section 1. General Leave**

The Employer may grant general leaves of absence to employees, upon request, for periods not to exceed two (2) years. The employee may request that the Employer hold the employee's position for up to twenty-four (24) months. When the Employer does not hold the employee's position and elects to accept the employee's request for reinstatement, the Employer will use good faith efforts to return the employee to his/her previous work location.



**Section 2. Leave For Union Office** *(Note: this section is under active negotiations between the parties and therefore is excluded from the TIA and will remain under prior “status quo” guidance.)*

### **Section 3. Education Leave**

Employees may be granted educational leave for up to two (2) years to attend an accredited educational institution, including colleges, universities, trade schools, technical schools, or high schools. Such leave will be approved or denied in a fair and equitable manner. Reinstatement will be governed by COMAR.

### **Section 4. Military Leave**

If an employee enters military service, his/her employment will be separated with the right to reemployment in accordance with applicable law and regulation.

### **Section 5. Family And Medical Leave**

The Employer shall provide employees with the benefits of the Family and Medical Leave Act on a fair and equitable basis in accordance with applicable law and regulation.

## **ARTICLE 15. PERSONNEL FILE**

### **Section 1. Official Personnel File**

Only one (1) official personnel file shall be kept for each employee at the appropriate personnel office. Records of previous discipline not found in the official personnel file cannot be used against an employee in any future disciplinary proceeding. Grievances shall not be kept in the employee's official personnel file. Employees shall be informed as to where their personnel file is maintained.

### **Section 2. Access**

An employee and, with the employee's written authorization, a representative(s) shall have the right to review his/her personnel files upon request, during normal business hours, with no loss of pay. Employees have the right to copy any documents in his/her file. The employee may be required to assume reasonable costs of copying.



### **Section 3. Notification**

From the effective date of this memorandum, any derogatory material to be placed in an employee's personnel file will be initialed and dated by the employee and a copy provided to him/her. If the employee refuses to sign, material shall be placed in the file with a note of the employee's refusal. The employee's initials indicate simply that he/she has seen the material and is not to be construed as agreement with its content. In addition, any derogatory material which is placed in an employee's personnel file without following this procedure will be removed from the file and returned to the employee.

### **Section 4. Anonymous Materials**

Other than routine personnel forms, no anonymous materials shall be placed in an employee's official personnel file.

### **Section 5. Rebuttal**

Employees shall have the right to respond in writing and/or through the grievance procedure to any materials placed in their official personnel file. Any written response by the employee shall be appended to the appropriate document.

### **Section 6. Work Files**

Managers may keep working files, but records of previous discipline not found in the official personnel file cannot be used against an employee in any future disciplinary proceeding.

## **ARTICLE 16. JOB CLASSIFICATION**

### **Section 1. Job Study**

Except where a study of a job has been completed within the previous eighteen (18) months and there has been no change in job duties, an employee and/or Union representative, may submit a request to the Department of Budget and Management's Classification and Salary Administration Division (CAS) or the Department of Transportation's Classification Unit to study the position in accordance with applicable procedures and regulations. Such a request shall include a completed position description that has been signed, in a timely manner, by the employee's manager and Appointing Authority. The employee and/or the Union representative shall provide the employee's manager with a copy of the request. Where possible, CAS shall complete the study within 60 days from the date of receipt. The employee (and Union representative, if chosen) will be provided with a copy of the Employer's findings.



The Employer will apply its established classification standards and guidelines in a fair and equitable manner.

## **Section 2. Pending Job Study for Reclassification Purposes**

Upon request to the agency personnel director, an employee will be given the estimated completion date of a pending job study. Job studies shall be conducted by a trained personnel analyst.

## **Section 3. Position Description**

The employee shall be responsible for drafting his/her position description form and shall forward it to his/her manager for approval. When the employee and the manager disagree on the job description, they shall meet promptly and attempt to reach an agreement on the employee's job duties. In the event that an agreement cannot be reached, the manager will finalize the job description in accordance with the manager's understanding and expectations of the position. The employee may submit his or her comments for the classification analyst to consider when reviewing the position description.

## **Section 4. New or Revised Classifications**

The Employer shall provide at least twenty-five (25) days' notice and will meet and confer with the Union over any new or revised classification specification, if requested by the Union. The Union may propose alternatives to the Employer proposed changes during the twenty-five (25) day period. The Employer shall negotiate with the Union on other classification issues as required by State personnel law.

# **ARTICLE 17. JOB DESCRIPTIONS**

## **Section 1. Job Descriptions**

All employees shall be provided an accurate copy of their job description. When job descriptions are changed, employees shall be furnished a copy. Terms such as "other duties as assigned" shall mean job-related duties relevant to carrying out the mission of the agency for which the employee works. When an employee's job duties are changed, the employee and the employee's manager shall meet promptly and discuss the change in duties. A new, modified job description will be prepared following the process outlined in Article 16, Section 3.



## **Section 2. Gender-Based Assignments**

The Employer agrees that the impact of gender-based work assignments will be negotiated at the facility level at the local LMC. Management will make a good faith effort to resolve those issues and in all cases give the basis for the assignment.

## **ARTICLE 18. PERFORMANCE EVALUATION**

**Performance evaluations apply to all employees, except as provided for MDOT employees in Section 6 of this Article.**

### **Section 1. Intervals Between Appraisals**

Employees shall receive written performance appraisals at six (6) month intervals according to their entry-on-duty date. There will be a mid-year appraisal and an end-of-year appraisal, which will include a performance rating. Performance ratings are as follows:

1. Outstanding
2. Satisfactory
3. Unsatisfactory

### **Section 2. Performance Standards**

Performance standards and behavioral elements shall be specific, attainable, relevant, measurable and fully consistent with an employee's duties, responsibilities and grade as described in his/her job description. Standards and elements will be job and outcome related, not trait related. Standards, elements, and criteria for each rating level shall be provided to an employee in writing at the outset of the rating period and changed during the period only after review with the employee. Performance outcomes considered to be "outstanding" and "satisfactory" shall be described for each performance standard and behavioral element.

If an employee does not have an opportunity to perform work described by a standard or element, that standard/element will not be considered in the performance appraisal process.



Standards/elements will be applied fairly, objectively and equitably. The Employer shall take into account equipment and resource problems, lack of training, frequent interruptions, and other matters outside of an employee's control when applying standards/elements to performance. Preapproved time away from the job including sick leave, personal days, annual leave and authorized duty time for union representational purposes and other authorized activities will not be considered negatively in the application of performance standards and behavioral elements. Evaluations shall fully take into account such approved absences when assessing timeliness and quantity of work.

### **Section 3. Appraisal Procedure**

The employee's manager will prepare the mid-year and end-of-year performance appraisal. If an employee is transferred, he/she shall be given an exit appraisal and it shall be used in conjunction with his/her new manager's year-end appraisal, unless the employee has been working under the new manager for at least six (6) months, and the employee and the Employer mutually agree not to use the former manager's appraisal.

When both appraisals are used, they shall be averaged in accordance with the number of months evaluated by each appraisal. If the evaluating manager is not the direct manager, he/she must have actual knowledge of the employee's performance.

### **Section 4. End-Of-Year Appraisal**

The end-of-year appraisal, which the appointing authority will approve before it is final, shall include the following:

1. Performance rating;
2. Specific tasks the employee needs to achieve during the next appraisal period and performance standards/behavioral elements;
3. Modifications to the employee's job description, if any; and
4. Recommendations for training to enhance the employee's skills, if any.

The Employer will not prescribe a forced distribution of levels for ratings for employees covered by this Agreement. No quotas or other limitations shall be applied to employee ratings.

An appointing authority may change an employee's end-of-cycle final evaluation only with written justification, which cites the employee's performance standards/behavioral elements and the employee's actual performance. The manager shall give the employee a copy of the end-of-year appraisal and a copy will be placed in the employee's personnel file. A statement of an employee's objection(s) to an appraisal or comment may be attached and put in his/her personnel file.





## **Section 5. Appraisals of Managers**

Within fifteen (15) days from a request made by the Union, employees may evaluate, anonymously, the performance of managers who have at least five (5) employees assigned to them. The forms will be considered in the manager's evaluation.

In settings where a manager is responsible for less than five (5) employees, the employees shall be able to express their opinions and/or concerns regarding their manager by using the form designated for this purpose. The information received shall be treated in the same manner as the information received in evaluations of managers with five (5) or more employees.

## **Section 6. Maryland Department of Transportation (MDOT) Procedures**

This Article applies to the Maryland Department of Transportation, except that MDOT:

1. is not required to develop and utilize performance standards;
2. is not required to conduct mid-year evaluations;
3. will appraise performance on a calendar year basis;
4. will provide exit appraisals only to employees transferring to another State agency;
5. will not require employee self-assessments; and
6. any other exceptions referenced in TSHRS Policy.

MTA shall continue to maintain the performance evaluation procedures it utilized immediately prior to the effective date of this Agreement.

## **Section 7. Evaluation Form**

The Union agrees that the Management Rights provision of this Agreement and Section 22-204 of the State Government Article confers upon the State the authority to make changes to the forms used to evaluate employees. Such changes may be implemented after notification to the Union.

## **Section 8. Evaluations of Employees Dealing with Private Service Providers**

A State employee whose job duties require interaction with a private service provider may not be penalized solely due to poor performance by the private service provider unless the employee was responsible for ensuring that the performance of the private service provider was satisfactory.



A State employee observing poor performance by a private service provider shall submit a written report of his/her observations to his/her immediate manager. The manager shall forward the information to the Appointing Authority. The employee shall be protected as provided under the Whistleblower law, SPP Title 5, Subtitle 3. If the poor performance continues, the report shall be discussed at the departmental LMC.

If the employee's disclosure results in a direct savings to the State, the head of a principal unit may award the employee an Incentive Performance Award for extraordinary service in accordance with Section 10-204 of the State Personnel and Pensions Article. Under this provision, the head of a principal unit may award an employee or members of a group of employees in the unit:

- 1) Cash of not more than \$300;
- 2) A gift of not more than \$300 in value;
- 3) Paid administrative leave of not more than 3 days; or
- 4) Any combination of cash, gift, and leave of not more than \$300 in value.

## **ARTICLE 19. WITHIN GRADE INCREASES**

### **Section 1.**

This Article and appropriate law, regulation or procedure governs within grade step increases.

### **Section 2.**

An employee may not be denied a step pay increase for reasons of performance unless substantial performance deficiencies, defined as not being rated "Satisfactory" or better on performance standards/behavioral elements, warranting such action are cited on the employee's midyear or final performance appraisal forms. In no case will the Employer withhold a step increase unless the affected employee has been notified.

### **Section 3.**

When the Employer determines that an employee's performance warrants withholding of a step increase, it shall notify the employee in writing and:

1. identify the specific incidents of unacceptable performance including reference to performance standards/behavioral elements; and
2. provide a description of what the Employer will do to assist the employee and a description of what the employee must do to improve the allegedly unacceptable performance during the opportunity period.



#### **Section 4.**

If at any time an employee's performance is considered to be at a level which jeopardizes his/her eligibility to receive a within grade increase as scheduled, the manager shall notify the employee in writing as soon as possible. Unless the deficient performance warranting the denial of the increase occurs late in the evaluation period, such notice shall be sufficiently in advance in order to provide the employee with an opportunity to improve performance and become eligible for the within grade increase. Failure to notify the employee per this Article shall not entitle the employee to a within grade increase if the employee's performance does not warrant it.

### **ARTICLE 20. TRAINING AND EDUCATION**

**Section 1. Accreditation, Licensure or Certification** *(Note: this section is under active negotiations between the parties and therefore is excluded from the TIA and will remain under prior "status quo" guidance.)*

#### **Section 2. In-Service Training**

Whenever employees are required to participate in in-service training programs they will be given time off from work with pay to attend such programs. Travel time will be reimbursed, in excess of the employee's normal, round-trip commute in accordance with State Fleet Policies promulgated by the Secretary of the Department of Budget and Management. The costs of such training will be paid by the Employer. When employees are scheduled for an in-service training day, they shall not ordinarily be scheduled to work the shift immediately before or after the training. The only allowable exceptions are for employees who volunteer for such scheduling or when employees are assigned to a shift on an overtime basis to meet minimum staffing requirements.

#### **Section 3. Time Off for Education**

When an approved course is offered only during an employee's working hours, an employee may receive, with prior management approval, up to six (6) hours per week of release time to attend job related training. The term "job-related" includes preparation for potential promotion as well as improvement in currently utilized skills and knowledge.

#### **Section 4. Tuition Training Reimbursement**

Those agencies that have tuition reimbursement shall continue their current policy and practice, contingent on available funding.



An employee seeking tuition reimbursement shall submit a written request stating the course and the cost of tuition. The level of reimbursement per credit shall be limited to the per credit charge at the University of Maryland, College Park for graduate and undergraduate courses. All courses that are "job related" are eligible for reimbursement. The term "job-related" includes preparation for potential promotion, as well as, improvement in currently utilized skills and knowledge. Employees may request reimbursement in accordance with the employing department's policies and procedures.

### **Section 5. Training for Transition Away from Fossil Fuels**

No staff shall be displaced because of the transition away from fossil fuels. The employer will offer retraining or reassignment, if a suitable vacancy exists, to impacted bargaining unit employees.

## **ARTICLE 21. DISCIPLINARY ACTIONS**

Disciplinary Actions and Appeals shall be governed by SP&P, the Transportation Article, COMAR Regulations, and TSHRS policy regulations and TSHRS Disciplinary Action Policy.

### **Section 1. General**

Except as otherwise provided by law, the Employer has the burden of proof by preponderance of the evidence in any proceeding under this Article. After taking a disciplinary action against an employee, the Employer may not impose an additional disciplinary action against that employee for the same conduct unless additional information is made known to the Employer after the disciplinary action was taken.

The suspension of an employee who is exempt from the overtime pay requirements of the Fair Labor Standards Act shall be done so that the employee's overtime exemption will not be lost.

### **Section 2. Disciplinary Actions Permitted**

The Employer may take the following disciplinary actions against any employee:

- 1) give the employee a written reprimand;
- 2) direct the forfeiture of up to fifteen (15) workdays of the employee's accrued annual leave except for MDOT employees, the appointing authority, or designee, may direct the forfeiture of up to five (5) days of personal leave, annual leave, or a combination of both from the employee's leave balances;
- 3) suspend the employee without pay;
- 4) deny the employee an annual pay increase;



- 5) demote the employee; or
- 6) with prior approval of the head of the principal unit (Secretary of Department);
  - a. terminate the employee's employment, without prejudice, or;
  - b. if the Employer finds that the employee's actions are egregious to the extent that the employee does not merit employment in any capacity with the State, terminate the employee's employment, with prejudice.

### **Section 3. Right To Union Representation**

Management and the Union acknowledge a shared commitment to inform employees of their right to union representation.

Management will inform employees of their right to union representation and employees shall have the ability to exercise the right to Union representation only as provided below. There will be no exceptions to this rule.

1. In any investigatory interview or discussion, conference or meeting with an employee who is the subject of an investigation which may lead to disciplinary action.
2. At any disciplinary hearing, discussion, conference or meeting (including settlement discussions) with the employee who is the subject of the disciplinary hearing.

Management shall allow reasonable time for the Union Representative to attend said meeting but in no case less than one (1) hour if there is a representative on duty at the worksite. If there is no Union representative on duty at the worksite, the employee shall be allowed at least four (4) hours to obtain a Union representative; however, the employee must sign a waiver extending the time limits for imposition of any disciplinary action by no more than one (1) workday, excluding weekends and holidays, for FLSA non-exempt employees and no more than five (5) workdays for FLSA exempt employees. Management shall ensure that an employee has an opportunity to exercise the right to secure Union representation.

If the Union cannot or does not have a representative available within a reasonable period of time, the meeting may be conducted without representation. If the Employer disapproves release time for the representative under Article 4, the meeting shall be delayed until the representative is released from duty.



To promote cooperation, at the beginning of an investigatory meeting, management will first provide a general description of the allegation(s). Next, the employee will be required to sign a form acknowledging they have been informed of their right to union representation. After management provides a general description of the allegation(s) and the employee signs the acknowledgment, but before any questioning takes place, the employee may remain in the meeting room and be afforded 30 minutes to confer with their union representative or otherwise collect their thoughts. At the conclusion of the 30-minute period, management will return to the meeting room and question the employee.

The role of the Union Representative during an initial investigation interview conducted by Management is to assist in the clarification of questions and otherwise advise the employee of his/her rights. However, it is the employee who must answer the questions posed to him/her as best as possible, and under no circumstances may the Union Representative answer for the employee, dominate the meeting, or interfere with the Employer's investigating process.

At a meeting to discuss mitigating circumstances or to impose disciplinary action or in the course of representing an employee who has filed a disciplinary appeal under SPP Title 11 or a grievance under SPP Title 12, or a disciplinary appeal or grievance under the Transportation Article, the Union Representative may act as spokesperson on behalf of the employee with prior approval of the employee.

An employee shall not have the right to a Union Representative in attendance during a discussion solely related to performance or during a performance review. The right to representation does include a criminal investigation. Management's failure to inform an employee of their right to union representation shall not adversely impact the imposition of discipline or the disciplinary appeal process.

In accordance with Accountability Article (Article 32) of this MOU, the employer shall take corrective action against members of management who knowingly violate this provision, including progressive discipline where appropriate.

This and all other provisions of this Agreement shall cover all AFSCME bargaining unit employees.



## **Section 4. Automatic Termination of Employment**

The following actions are causes for automatic termination of employment:

1. Intentional conduct, without justification that:
  - a. seriously injures another person,
  - b. causes substantial damage to property, or
  - c. seriously threatens the safety of the workplace;
2. theft of State property of a value greater than \$300;
3. illegal sale, use or possession of drugs on the job;
4. conviction of a controlled dangerous substance offense by an employee in a designated sensitive classification;
5. conviction of a felony;
6. accepting for personal use any fee, gift or other valuable thing in connection with or during the course of State employment if given to the employee by any person with the hope or expectation of receiving a favor or better treatment than that accorded to other persons;
7. (i) violation of the Fair Election Practices Act; or  
(ii) using, threatening, or attempting to use political influence or the influence of any State employee or officer in securing, promotion, transfer, leave of absence, or increased pay; or
8. wantonly careless conduct or unwarrantable excessive force in the treatment or care of an individual who is a client, prisoner, or any other individual who is in the care or custody of this State; and
9. violation of § 3-314 of the Criminal Law Article.

## **Section 5. Duty of the Employer Prior To Imposing Sanctions**

A. The State agrees with the tenets of progressive discipline, where appropriate. Similarly situated employees will be treated similarly regarding the application of disciplinary actions, but mitigating circumstances will be considered.

B. Procedures - Before taking any disciplinary action related to employee misconduct, the Employer shall:

1. investigate the alleged misconduct;
2. meet with the employee (unless the employee is unavailable or unwilling to meet) at which time the employee shall be notified of the misconduct and provided an explanation of the Employer's evidence;
3. consider any mitigating circumstances;
4. determine the appropriate disciplinary action, if any, to be imposed; and



5. give the employee written notice of the disciplinary action to be taken and the employee's appeal rights.
- C. Time Limits - An appointing authority may impose any disciplinary action no later than 30 days after the appointing authority acquires knowledge of the misconduct for which the disciplinary action is imposed.
- D. Suspension –
1. An appointing authority may suspend an employee without pay, no later than five (5) workdays following the close of the employee's next shift after the appointing authority acquires knowledge of the misconduct for which the suspension is imposed.
  2. Saturdays, Sundays, legal holidays, and employee leave days, whether paid or unpaid, are excluded in calculating the five (5) workday period.
- E. Except for employees working for a law enforcement agency and other exceptions authorized by law, an employee may not be required to submit to a polygraph test.
- F. Termination of probationary employees is covered by appropriate Law, Regulations, and/ or Policy.

## **Section 6. Actions Which Do Not Constitute Disciplinary Actions**

- A. Counseling Memoranda:
1. Issuing a counseling memorandum is an instructional communication and is not a disciplinary action.
  2. Counseling memorandums shall be issued to employees in a confidential manner.
  3. Within five (5) days after receiving a counseling memorandum, an employee may submit to the Employer a written response to the memorandum. The response shall be placed in the employee's personnel file and attached to any record of the memorandum.
  4. Counseling Memoranda can only be grieved by employees of the Department of Transportation (MDOT).
- B. Leave Without Pay:
1. Placing an employee on leave without pay when the employee is absent without approval is not a disciplinary action.
  2. An employee who is placed on leave without pay for an unapproved absence also may be subject to disciplinary action for the unapproved absence.





C. Restitution:

1. Requiring an employee to make restitution to the State for loss or damage to State property due to an employee's negligence is not a disciplinary action.
2. The Employer may not require an employee to pay restitution exceeding 3% of the employee's annual base pay.
3. An employee who is ordered to make restitution under this subsection also may be subject to civil prosecution or criminal prosecution.

**Section 7. Other Procedures**

A. Negotiation and bargaining permitted - this Article does not preclude the Employer and an employee from agreeing to:

1. holding in abeyance a disciplinary action for a period not to exceed 18 months in order to permit the employee to improve conduct or performance;
2. imposition of a lesser disciplinary action as a final and binding action.

B. Failure to appeal - if an employee fails to appeal a decision per law, regulation, or policy, the employee is considered to have accepted the decision.

C. Time limits - the parties may agree to waive or extend any time limits as stated in this article.

D. Resolution of appeal encouraged - each party shall make every effort to resolve an appeal at the lowest level possible.

E. A failure to decide an appeal in accordance with law and regulation is considered a denial from which an appeal may be made.

F. No manager shall use threats or coercion, including the threat of termination, to induce or attempt to induce an employee in the skilled service or professional service to resign. If management intends to impose disciplinary action, it must first do so before discussing resignation with the employee.

G. Management shall not willfully misrepresent the appropriateness of any disciplinary sanction to either increase the level of said disciplinary sanction or prompt acceptance of a lesser disciplinary sanction. Moreover, management shall not deny any bargaining unit employee the right to representation by the exclusive representative as provided in Section 3 of this Article during any settlement discussions pertaining to disciplinary actions, or make a settlement offer contingent upon an employee voluntarily waiving his/her right to representation.



1. An employee may have up to four (4) hours, or where less than four (4) hours remain in the employee's workday, until noon of the next regularly scheduled workday (exclusive of Saturdays, Sundays and holidays) after a settlement offer is made by management to advise management of his/her decision to accept, or reject the settlement offer.
2. Where the time frame allowed an employee to consider the settlement would cause the disciplinary action to be untimely, the employee must sign an acknowledgement that extends the time limits in Section 5 by no more than one (1) workday for FLSA non-exempt employees and no more than five (5) workdays for FLSA exempt employees. If the extended time frame to impose discipline expires before the employee reports back to the appointing authority with a decision, the settlement offer shall be considered rescinded, and the initial discipline shall be considered imposed within the appropriate timeframe and cannot be appealed as being untimely.

**Section 8. Retention of Records** *(Note: this section is under active negotiations between the parties and therefore is excluded from the TIA and will remain under prior "status quo" guidance.)*

#### **Section 9. Excessive Absenteeism, Tardiness or Abuse of Sick Leave**

It is understood that excessive absenteeism, excessive tardiness, or the abuse of sick leave constitutes just cause for discipline and it is the intent of the Employer to take corrective action.

### **ARTICLE 22. DISCIPLINARY ACTIONS RELATED TO EMPLOYEE PERFORMANCE**

- A. Scope: This article applies to an employee in the skilled and professional services.
- B. The appointing authority may discipline an employee for reasons related to the employee's performance. MDOT employees in Unit S are subject to disciplinary actions in accordance with the Transportation Code, COMAR Regulations and TSHRS Policies. These reasons include but are not limited to:
  1. that the employee is incompetent or inefficient in the performance of the employee's duty; or
  2. that the employee is an individual with a disability who with reasonable accommodation cannot perform the essential functions of the position.



C. Before an employee in the skilled or professional service may be disciplined for performance-related reasons, the appointing authority or designee shall:

1. Investigate the employee's performance, including the employee's most recent performance appraisals.
2. Notify the employee in writing of the deficiency and provide an explanation of the Employer's position. The notice shall include:
  - a. Specific instances of unacceptable performance by the employee on which the proposed action is based;
  - b. the performance standards/behavioral elements of the employee's position involved in each specification of unacceptable performance;
  - c. a description of the efforts made by the Employer to assist the employee in improving performance.
3. Meet with the employee to hear the employee's explanation, unless the employee is unavailable or unwilling to meet; and
4. After determining the appropriate discipline, give the employee written notice of the disciplinary action to be taken, and the employee's appeal rights, and inform the employee of the effective date of the disciplinary action.

D. Between the time an appointing authority notifies the employee of the disciplinary action and the time of the imposition of the discipline, the appointing authority may rescind the discipline.

E. Except in the case of an annual performance appraisal, within 30 days after the appointing authority acquires knowledge of performance-related reasons for which disciplinary action may be imposed, the appointing authority shall take each of the actions required in Section C of this article. The time period may be extended for any time that the employee is unavailable.

F. In the case of an annual performance appraisal, the appointing authority shall impose discipline within 30 days after the time period specified in Section G of this Article.

G. Performance Appraisals.

1. When an employee has been given an overall rating of "Unsatisfactory" on an annual performance appraisal, the employee's manager shall inform the employee that the employee has 180 days from the date that the employee receives the performance improvement plan to improve to the level of an overall "Satisfactory" rating. The employee's development plan will be completed to identify the following:



- a. an identification of the performance standards/behavioral elements for which performance is unacceptable;
- b. description of what the Employer will do to assist the employee and a description of what the employee must do to improve the unacceptable performance during the opportunity period;
- c. statement as to when the Employer and the employee decide to meet to evaluate the employee's performance within the 180-day period.

Approximately mid-way through the 180-day period, the manager shall meet with the employee to discuss the employee's progress in terms of meeting the requirements of the Performance Improvement Plan.

Failure to achieve an overall "Satisfactory" rating at the end of the 180-day period shall result in the employee's termination.

2. Under the provisions of State Personnel and Pensions Article, §8-107, Annotated Code of Maryland, an employee may not be denied a pay increase unless substantial reasons of performance were cited on the employee's mid-year or final performance appraisal forms.

H. MDOT employees shall be evaluated based on TSHRS Policy 7A. In application of this policy, no employee will have less notice time for improvement and/or notice of termination than what is prescribed in the above article.

## **ARTICLE 23. GRIEVANCES**

### **Section 1. Consolidation of Grievances Permitted**

Employees having the same dispute with their Employer may file a single Appeal and Grievance Form with their appointing authority under Title 12 of the State Personnel and Pensions Article (SPP).



## **Section 2. Procedure for Consolidation**

Employees who wish to consolidate their grievances must include an attachment to the Appeal and Grievance Form, which includes the signature, signature date, printed name, and full current, complete personal (non-work) mailing address of each employee who wishes to file that grievance. The signature sheet must notify the employees that by signing it, each employee is bound by the issues and requested remedy as stated on the Appeal and Grievance Form, and that each employee agrees to be represented by the person and/or organization listed as the representative on the Appeal and Grievance Form. The grievances may then be consolidated and processed together in a single proceeding pursuant to § 12-404(b) of the State Personnel and Pensions Article.

## **ARTICLE 24. TRAVEL**

### **Section 1. Personal Vehicles**

Employees who are directed by the Employer to use a personal vehicle for official state business shall do so in accordance with state fleet policies established by the Department of Budget and Management. When circumstances make it impractical for an employee to obtain a state vehicle on the day the vehicle will be used, such employee may request the vehicle at the end of the prior day's shift, and the appointing authority shall make reasonable accommodation, consistent with the efficient operation of the unit, to accommodate such request. If such request cannot be granted, the employee may use his/her own vehicle and be reimbursed at the full rate in accordance with state fleet policies.

### **Section 2. Per Diem and Lodging**

Employees required to travel overnight will be reimbursed the overnight lodging and meal costs incurred in accordance with applicable regulations promulgated by the Secretary of Budget and Management. Employees required to travel but not overnight will be reimbursed for meal costs in accordance with applicable regulations.

### **Section 3. Travel Advances**

Employees may apply for and receive a travel advance prior to embarking on state travel if adequate funding is available in accordance with applicable regulations promulgated by the Comptroller of the Treasury.



#### **Section 4. Taxi, Road, Bridge, Parking Fees, And Other Travel Matters**

Taxi, road, bridge and parking fees, or other transportation and travel costs incurred by an employee on official state business, will be reimbursed by the Employer in accordance with applicable regulations.

#### **Section 5. Reimbursement**

The Employer will reimburse employees for transportation and travel expenses in an expeditious manner.

### **ARTICLE 25. INSURANCE AND BENEFITS**

#### **Section 1. Medical Plans**

The Employer will maintain the current health (including vision) and dental insurance programs and practices. For Calendar Years 2024 - 2026, the Employer shall contribute 80% of the premium charge for PPO plans, 85% of premium for the EPO plan, 85% of premium for the IHM plan, 80% for the prescription drug plan and 50% for the dental plan.

#### **Section 2. Prescription Drug Plan**

Effective January 1, 2024, retail and mail order prescription drug copays for bargaining unit employees shall be as follows:

Type of Drug	Prescriptions for 1-45 Days (1 copay)	Prescriptions for 46-90 Days (2 copays)
Generic Drug	\$10	\$20
Preferred Brand Name Drug	\$25	\$50
Non-Preferred Brand Name Drug	\$40	\$80

Effective January 1, 2024, for each plan year the Prescription Drug annual out-of-pocket copay maximum shall be \$1,000 for individual coverage and \$1,500 for employee and spouse, employee and child, or employee and family coverage.



### **Section 3. Dependent Coverage for Children**

Effective January 1, 2024, the State shall offer dependent health benefits for dependent children as follows:

1. Up to age 26 for a biological child, adopted child, or stepchild of an employee or retired employee, or a child placed for adoption by the employee or retiree;
2. Up to age 25 for (i) a grandchild of an employee or retired employee, (ii) a child under the testamentary or court appointed guardianship, other than a temporary guardianship of less than 12 months duration, of the employee or retired employee, or (iii) a child who is related to the employee or retired employee by blood or marriage, and is solely supported by the employee or retired employee. In each such case, the child must permanently reside with the employee or retired employee, and meet the requirements of 26 U.S.C. §§ 105, 106, and 125, and federal regulations implementing those statutory provisions for tax preferred health benefit coverage.
3. The above-referenced limiting ages may not apply if, at the time of reaching the limiting age, the child is incapable of self-support because of a mental or physical incapacity that started before the child reached the limiting age, and the child is chiefly dependent for support on the employee or the retired employee.

### **Section 4. Term Life Insurance**

The Employer will maintain and make available to full-time and part-time employees, the current term life insurance plan as set forth in the document "Summary of Health Benefits, Maryland State Employees."

### **Section 5. Personal Accidental Death and Dismemberment Plan**

The Employer will maintain and make available to full-time and part-time employees, the current personal accidental death and dismemberment plan as set forth in the document "Summary of Health Benefits, Maryland State Employees."

### **Section 6. Health Insurance Portability and Accountability Act of 1996**

The Employer shall not elect to be excluded from subparts 1 and 2 of the Health Insurance Portability and Accountability Act of 1996.



## **Section 7. Open Enrollment**

The Employer will conduct an open enrollment period each year at which time eligible employees shall be able to enroll in a health plan, continue enrollment in their current plan, or switch to another plan. Unless there is a mandatory open enrollment, employees who take no action during open enrollment will automatically be re-enrolled in their current plans and coverage, except that employees who wish to enroll in flexible spending account(s) for healthcare and/or dependent care must do so during each open enrollment. The Employer shall ensure that health benefit fairs are held during open enrollment, that such fairs are well publicized and scheduled to facilitate employee attendance, and that the Union is provided with space at such fairs.

Open enrollment information and forms will be available to all employees and the Union in a timely manner. State agencies will make a good faith effort to mail open enrollment information to any employee who, on the first day of open enrollment, is scheduled to be on approved leave for more than 80% of the open enrollment period.

## **Section 8. Transit Subsidy Program**

The Employer agrees to provide a free transit program for employees covered under this MOU. This program will include all Baltimore/Metro buses, Light Rail, Subway and Commuter Bus Lines No. 120, 150, 160 and 210 and all other systems and lines included in the current program.

## **Section 9. Death Benefit**

A death benefit in the amount of \$100,000 shall be paid to the surviving spouse, children or dependent parents (as defined in SPP Section 10-404) of any State employee who is killed in the performance of job duties. A death benefit may not be paid under this section if an employee is killed as a result of the employee's negligence.

## **Section 10. Wellness**

The State shall work with the Union to review the Wellness Program to provide recommendations to the Secretary of Budget and Management regarding cost neutral, positive incentives for the Wellness Program.





## **ARTICLE 26. EMPLOYEE ASSISTANCE PROGRAM**

### **Section 1. Employee Assistance Program (EAP)**

The Employer and the Union recognize the value of counseling and assistance programs to those employees whose personal problems affect performance of their job duties and responsibilities. Therefore, the Employer agrees to continue the existing Employee Assistance Program.

**Section 2. Labor-Management Advisory Committee** *(Note: this section is under active negotiations between the parties and therefore is excluded from the TIA and will remain under prior “status quo” guidance.)*

### **Section 3. Confidentiality**

Records regarding treatment and participation in the Employee Assistance Program shall be confidential and retained by the Employee Assistance Program.

In cases where the employee and the Employer have entered into a voluntary Employee Assistance Program Participation Agreement in which the Employer agrees to defer discipline as a result of employee participation in the Employee Assistance Program treatment program, the employee shall be required to waive confidentiality by signing appropriate releases of information to the extent required to enable the Employee Assistance Program to provide the Employer with reports regarding compliance or non-compliance.

In cases of manager referral to the Employee Assistance Program, records shall be released to the Employer solely in reference to the ability of the employee to perform the job safely and effectively and/or whether the employees need to participate in the program.

In addition, the Employer shall be informed of the employee's compliance or non-compliance in the Employee Assistance Program.

## **ARTICLE 27. DRUG AND ALCOHOL TESTING**

### **Section 1.**

Drug and alcohol testing shall be done in a fair and equitable manner in strict observance of all applicable laws and regulations. All employees subject to such testing shall be so informed.



## **Section 2.**

- a) Employees who are called in to work outside of their regularly scheduled hours shall be provided the opportunity to acknowledge they have consumed alcohol within the previous four (4) hours.
- b) The employees who make an acknowledgment under paragraph (a) may not be subject to disciplinary action and may not be assigned to perform a safety-sensitive function.

## **ARTICLE 28. EMPLOYEE FACILITIES**

### **Section 1. Water and Restroom Facilities**

Sanitary drinking water will be provided to all employees, and all employees will have access where possible to fully equipped and clean restrooms in reasonable proximity to their place of employment. Where possible, in institutional settings, restrooms will be set aside for the exclusive use of employees.

Facility level LMCs should review concerns regarding water and restroom facilities where there is an allegation that these facilities may not be in accordance with OSHA regulations.

### **Section 2. Personal Property**

For employees who are required to wear uniforms or other special attire or equipment, the Employer will provide a secure place for employees to store their personal wearing apparel and other personal items where possible.

At the request of the Union, the local LMC may discuss issues of securing of personal possessions in the absence of lockable areas.

### **Section 3. Eating Areas**

For employees who have an unpaid lunch (dinner) break, the Employer will provide employees with an area suitable for eating in reasonable proximity to their work area where possible. Wherever possible, the eating area will be away from residents, patients, inmates, students, and clients.



#### **Section 4. After Hours for Department of Human Services Employees**

Local level Labor Management Committees will periodically review currently established internal procedures for the prompt reimbursement to workers who incur expenses arising from their work duties at the Department of Human Services. Additionally, the LMCs will explore options for emergency fund access for workers who are required to provide after-hours emergency relief to clients.

**ARTICLE 29. CASE LOAD MANAGEMENT GUIDELINES** *(Note: This entire Article is under active negotiations between the parties and therefore is excluded from the TIA and will remain under prior “status quo” guidance.)*

##### **Section 1. Scope**

##### **Section 2. Timetable**

##### **Section 3. Committees/Subcommittees**

#### **ARTICLE 30. UNIFORMS AND EQUIPMENT**

**Section 1. Uniforms** *(Note: this section is under active negotiations between the parties and therefore is excluded from the TIA and will remain under prior “status quo” guidance.)*

##### **Section 2. Equipment**

The Employer will ordinarily furnish and maintain in good condition the equipment needed by employees to perform their jobs. Employees required to supply their own equipment will be promptly reimbursed for such upon submitting a receipt. Reimbursement will be made expeditiously following submission of receipts.

**Section 3. Body Armor** *(Note: this section is under active negotiations between the parties and therefore is excluded from the TIA and will remain under prior “status quo” guidance.)*

##### **Section 4. Flight Suits**

Each MSP Chief Helicopter pilot assigned to duties on a flight crew will be issued:

- a. two (2) new fire-retardant flight suits upon initial hire;
- b. a replacement fire-retardant flight suit on a one-for-one exchange basis as needed; upon the request of the employee, and verification from a manager;
- c. one (1) pair of new fire-retardant flight gloves upon initial hire; (can be new)



- d. a replacement pair of fire-retardant gloves on a one-for-one exchange basis as needed: upon request of the employee, and verification from a manager;
- e. a new, or factory reconditioned, flight helmet with a Night Vision Goggle mounting bracket, and Night Vision Goggle mounting device;
- f. a maximum reimbursement up to \$150.00 for the initial purchase of footwear authorized by the Maryland State Police Aviation Command Operations Manual and GADX filing procedures;
- g. a maximum reimbursement up to \$150.00 every twenty-four (24) months for the replacement purchase of footwear authorized by the Maryland State Police Aviation Command Operations Manual and GADX filing procedures;
- h. Provided four (4) hours of paid time every twelve (12) months for renewing the FAA Medical Examination;
- i. Provided one (1) Tiger Aviation Protective Mask or an equivalent protective mask and replacement filters as recommended by the manufacturer.

The Department reserves the right to issue used or factory reconditioned flight suits in good serviceable condition until such time new equipment can be acquired through the state procurement process and within budget constraints. Clothing is like new and/or has been washed a few times. All clothing is clean and free of stains. All clothing, where applicable, have all fasteners in good working condition, working zippers, no frayed edges, no pills, and have seams and hems that are intact.

**ARTICLE 31.** *(Note: this Article is intentionally left blank.)*

## **ARTICLE 32. ACCOUNTABILITY**

Managers shall not knowingly violate the rights of employees contained in the MOU; but if such violations occur, management shall take corrective action, including progressive discipline where appropriate.



## **ARTICLE 33. MID-CONTRACT NEGOTIATIONS**

### **Section 1.**

The Employer and the Union acknowledge their mutual obligation to negotiate as defined and required by law over Employer proposed changes in wages, hours and other terms and conditions of employment affecting bargaining unit employees not specifically covered by this Agreement. The Union's ability to negotiate does not provide the Union with a "veto" power over Employer initiated changes and shall not unduly delay the implementation of Employer initiated changes. The Employer and the Union expressly agree not to seek statutory changes in working conditions that are mandatory subjects of bargaining when such changes have not been subject to the bargaining process described in this Article.

### **Section 2.**

The obligation to bargain is limited to those changes that will substantially affect the working conditions of bargaining unit employees.

The minimum notice to the Union of an intended change in working conditions is thirty (30) days. If required to meet a legislative mandate or an emergency situation, management will notify the Union as soon as possible.

The Union may request bargaining within this thirty (30) day period and shall submit proposals in response to the Employer's intent to change working conditions within twenty (20) days of its request to bargain.

### **Section 3. Mediation**

If after good faith negotiations at the local level, the parties are unable to reach an agreement on a mandatory subject of bargaining, the issue will be forwarded to the Chief Human Resources Officer of the Office of Personnel Services and Benefits and the President of AFSCME to negotiate the issue.

At this point, if an agreement still has not been reached, either party may request the assistance of a mediator from the Federal Mediation Conciliatory Services (FMCS), American Arbitration Association (AAA) or other mutually agreed upon organization. Should there be a cost involved, this cost will be the responsibility of the party requesting the mediator.



If the mediator is unable to bring the parties to an agreement, both sides will ask for a recommendation. If the recommendation does not support the State's position, the State may implement its proposal upon providing written notification to the Union identifying the reason(s) the State is going forward with the proposed change. However, this procedure does not prevent the State from implementing proposed changes in an emergency situation declared by the Governor, or when the proposed changes are required to meet a legislative mandate.

## **ARTICLE 34. MISCELLANEOUS**

### **Section 1. Agreement**

To the extent that this Agreement addresses matters covered by existing or future administrative rules, regulations, guidelines, policies or practices, that are mandatory subjects of Bargaining, management agrees to make any necessary changes in the rules, etc. to be consistent with this Agreement. References in this Agreement to "COMAR", "rules", "regulations", or "Transportation Services Human Resources System (TSHRS)," are understood by the parties to be negotiable when consistent with the law under Article 33.

### **Section 2. Preservation Of Benefits**

The Employer agrees not to make changes to State statutes, administrative rules, regulations, guidelines, TSHRS or policies that are mandatory subjects of bargaining per the law until negotiated in accordance with this Agreement (Article 33).

## **ARTICLE 35. SAVINGS**

Should any part of this Agreement be declared invalid by operation of law or by a tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected but shall remain in full force and effect. In the event any provision is thus rendered invalid, upon written request of either party, the Employer and the Union shall meet promptly and negotiate a substitute for the invalid Article, Section or portion thereof.

**ARTICLE 36. CHILD CARE** *(Note: this section is under active negotiations between the parties and therefore is excluded from the TIA and will remain under prior "status quo" guidance.)*



## **ARTICLE 37. WORK STOPPAGES**

It shall be a violation of this Agreement for the Union to engage in a strike or work stoppage against the State of Maryland. The Union shall forfeit its status as the exclusive representative of employees in this bargaining unit if the Union engages in a strike or work stoppage against the State of Maryland.

## **ARTICLE 38. HEALTH AND SAFETY**

**Section 1. General Duty** *(Note: this section is under active negotiations between the parties and therefore is excluded from the TIA and will remain under prior “status quo” guidance.)*

### **Section 2. Unsafe Conditions**

In accordance with 29 CFR § 1977, occasions might arise when an employee is confronted with a choice between not performing assigned tasks or subjecting himself/herself to serious injury or death arising from a hazardous condition at the workplace. If the employee, with no reasonable alternative, refuses in good faith to expose himself/herself to the dangerous condition, he/she would be protected against subsequent discrimination. The condition causing the employee's apprehension of death or injury must be of such a nature that a reasonable person, under the circumstances then confronting the employee, would conclude that there is a real danger of death or serious injury and that there is insufficient time, due to the urgency of the situation, to eliminate the danger by resorting to regular statutory enforcement channels. In addition, in such circumstances, the employee, where possible, must also have sought from his Employer, and been unable to obtain, a correction of the dangerous condition.

**Section 3. Health And Safety Committees** *(Note: this section is under active negotiations between the parties and therefore is excluded from the TIA and will remain under prior “status quo” guidance.)*

**Section 4. Personal Protective Clothing and Equipment** *(Note: this section is under active negotiations between the parties and therefore is excluded from the TIA and will remain under prior “status quo” guidance.)*



## **Section 5. Communicable Diseases**

Employees will be provided with information on all communicable diseases to which they may have routine workplace exposure. Training provided to employees will include the symptoms of the diseases, modes of transmission, methods of self-protection, proper workplace procedures, special precautions, recommendations for immunization and any relevant regulations, guidelines and CDC recommended precautions.

Employees who have any contact with blood and other body fluids will be offered Hepatitis B vaccinations and follow up testing and vaccination at the Employer's expense.

Any screening of incoming clients, residents or inmates in health care facilities or residential or correctional institutions for communicable diseases will be performed according to relevant Centers for Disease Control (CDC) guidelines. If a resident or inmate is found to carry a communicable disease, all appropriate precautions will be taken.

The Employer will comply with the latest CDC guidelines on post exposure treatment whenever an employee receives an exposure, while on duty, to potentially infectious blood borne or otherwise transmittable diseases, except for cases of employee misconduct or gross negligence. Employer arranged testing associated with such diseases will be paid by the Employer and will be done on work time.

### **Section 5(A). Notification Protocol Under a Catastrophic Health Emergency**

If the Governor proclaims the existence of a catastrophic health emergency pursuant to MD Code, Public Safety Article, Title 14, Subtitle 3A, all practicable efforts shall be made to limit disease transmission. Within 24 hours, or as soon as practicable, the Employer will inform employees of a potential exposure to a confirmed positive individual at the worksite.

## **Section 6. Cardiopulmonary Resuscitation (CPR) Training**

Ongoing CPR training will continue to be provided in accordance with current practice at Employer cost. The Employer will develop emergency facility evacuation plans and provide appropriate training, including fire drills.

## **Section 7. Ergonomics/Back Injury Prevention**

At the request of the Union, the Employer and the Union shall establish an Ergonomics Committee which shall consider and make recommendations on methods to prevent injuries. The Ergonomics Committee will develop an informational program on musculoskeletal disorders (MSDs) and their causes for referral to management for its review and subsequent dissemination to the work force.





## **Section 8. Staffing Levels**

To the extent legislative appropriations and PIN authorizations allow, safe staffing levels will be maintained in all institutions where employees have patient, client, inmate or student care responsibilities. In July of each year, the Secretary or Deputy Secretary of each agency will, upon request, meet with the Union, to hear the employees' views regarding staffing levels. In August of each year, the Secretary or Deputy Secretary of Budget and Management will, upon request, meet with the Union to hear the employees' views regarding the Governor's budget request. DBM, upon request, will provide the Union with a current bargaining unit breakdown by supervisory organization of total filled and vacant PINs biannually. Meetings held under this provision for Bargaining Unit S shall be conducted jointly with meetings held pursuant to Article 38, Section 8 of the MOU for Bargaining Units A, B, C, D, F and H.

## **Section 9. Asbestos**

All employees who work with or around asbestos shall have the proper required training and personal protective equipment where necessary. When an asbestos hazard is discovered, employees shall be promptly notified of the existence and location of the hazard.

## **Section 10. Workplace Violence**

The State of Maryland is committed to providing a workplace for all employees that is safe, secure and free of harassment, threats, intimidation and violence. It is the intention of the State and the Union to set forth uniform requirements for all Departmental procedures for addressing situations in the workplace involving acts of harassment or threatening or intimidating behavior, and violence in the workplace.

- 1) Every Principal Unit will be responsible for developing or updating a Prevention of Violence in the Workplace plan. This plan will be developed by each Department and the Union through the LMCs with the goal of developing a unified plan.
- 2) The Department of Public Safety and Correctional Services, Maryland Department of Health, Department of Juvenile Services, and Department of Human Services will develop a comprehensive method for uniformly tracking incidents of workplace violence within each Department.
- 3) The Department-specific plan shall be finalized by the LMCs within nine (9) months from the ratification of the MOU.



4) Each Department-specific plan shall at a minimum consider the following:

- a. Guidelines for employees when dealing with an actual or potential incident involving workplace violence.
- b. A workplace violence training curriculum.
- c. A method to inform employees of the risk of violence posed to employees in their classification by clients, patients, inmates, or others within their immediate work area, when such risk is foreseeable.
- d. A program to provide post-incident treatment and necessary follow up for any employee who has been the victim of violence or who witnessed an act of violence in the workplace.
- e. A process for conducting a serious incident review as soon as practicable after a serious incident of workplace violence involving an injury to an employee which requires action by a licensed medical health practitioner.

In the event an employee is threatened or attacked, he/she may take appropriate legal action and will be released from duty with pay for the time necessary to file the report.

Where armed security personnel are deployed, such personnel will escort employees to their vehicles after normal business hours upon request.

#### **Section 10A. Critical Incident Response Services**

The Employer agrees to ensure that agencies are aware of the critical incident response services available through the State's Employee Assistance Program.

#### **Section 11. Air Quality**

The Employer shall ensure a healthful indoor air quality and attempt to ensure comfortable air temperature in buildings it owns and in space that it leases.

On days when the Maryland Department of the Environment's (MDE) Air Monitoring Program issues a Code Orange alert, the employer will provide KN95 masks to employees working outdoors within the Code Orange geographic area. On days when the Maryland Department of the Environment's (MDE) Air Monitoring Program issues a Code Red (or higher) alert, the employer will move outdoor activities indoors, if possible, limit staff time outdoors and issue KN95 masks to employees working outdoors. The employer and AFSCME shall explore additional measures to protect employees from dangerous air quality.



## **Section 12. Reproductive Hazards**

Any pregnant employee assigned to work in an environment that may be harmful to the pregnancy or to the fetus may request reassignment to alternative work, at equal pay, within her department. Such environments include, but are not limited to, exposure to toxic substances such as ethylene oxide or lead, communicable disease such as cytomegalovirus or rubella, physical hazards, or where there is a reasonable expectation of violence against the employee. Management shall assess any suspected hazard on a case-by-case basis. The Employer shall attempt to accommodate such a request and will review requests as soon as practicable.

## **Section 13. Physical Exams**

The Employer agrees to provide without cost to employees, physical examinations and/or other appropriate tests when such tests are deemed necessary by management to determine whether the health of employees is being or has been adversely affected by exposure to potentially harmful physical agents, toxic materials, or infectious agents, or by attacks and assaults.

The Employer agrees to provide to each affected employee who requests it a complete and accurate written report of any such medical examination or other appropriate tests related to occupational exposure. Additionally, written results of an industrial hygiene measurements or investigations related to an employee's occupational exposure will also be provided, upon request, to the employee or the employee's authorized representative. The Union and/or members of the applicable Health and Safety Committee will be provided copies of summary reports, but such reports will not contain personally identifying information.

## **Section 14. Duty To Report**

All employees who are injured or who are involved in an accident during the course of their employment must fill out an accident report as soon as possible but not more than three (3) working days after the injury on forms furnished by the Employer. Employers may not unreasonably require the employee to delay medical treatment for the purpose of filling out forms.

## **Section 15. Vehicle Inspection**

All State agencies must have a formal vehicle inspection program for State vehicles to assure that vehicles are clean, properly equipped, maintained, and in good repair. Each program must provide:



1. the designation of a responsible official for the program and notification to the Union and employees of the name and contact information of that individual;
2. inspections conducted at least every six (6) months;
3. maintenance of inspection records at agency headquarters and allowance for inspection by any employee or the Union;
4. correction of unsatisfactory conditions within seven (7) days and such action shall be recorded on the inspection sheet.

## **Section 16. Imminent Weather-Related Conditions**

When imminent weather-related conditions will create potentially hazardous travel conditions, the Employer will make every reasonable effort to call back employees to work prior to the development of hazardous travel conditions and, when possible, grant employees liberal leave in advance of these conditions.

## **Section 17. Bullying in the Workplace**

The Employer and the Union recognize the need to educate all employees about bullying in the workplace and have worked collaboratively to enhance the State's Bullying in the Workplace Policy. The State of Maryland policy regarding bullying will be appended to this agreement as Appendix C.

The parties to this Agreement remain committed to working together to address any issues that arise relating to the Employer's administration of this policy and at the request of the Union, DBM will hold meetings twice a year to discuss any ongoing concerns regarding the administration of the State of Maryland's Bullying in the Workplace policy. The parties agree that the appropriate topics include process, remedies and discussions of individual complaints only where AFSCME represents the complainant. In advance of the meetings, DBM will provide the Union with a bullying report. The report will contain the following data for the previous year:

1. Number of Bullying complaints filed by Agency
2. Number of sustained bullying findings by Agency

Data collected by agencies per the existing Bullying in the Workplace Policy will be shared with DBM and AFSCME upon request, but not more often than monthly.

DBM shall share agency designee point of contacts who shall act as a liaison between the Union and the agency.

The parties agree to work collaboratively to develop a process, without breaching confidentiality, to provide transparency into how managers with sustained bullying complaints are held accountable.



## **ARTICLE 39. LAYOFFS AND SEPARATIONS FOR LACK OF APPROPRIATION**

### **Section 1. Layoff/Separations**

The Employer agrees that prior to deciding a layoff, or a separation for lack of appropriations, the Employer will consider all of its reasonable alternatives. The Employer also agrees that, when possible, employees will be provided with 60 days' notice of a layoff or a separation for lack of appropriations. Prior to notifying specific employees that they will be subject to a layoff or a separation for lack of appropriations, the Employer will meet with the Union to discuss the relative merits of using a layoff versus separation for lack of appropriation, and in an effort to develop appropriate arrangements for affected employees. All layoffs shall be in strict conformance with applicable law and regulation including State Personnel and Pension Article § 11-206 regarding seniority points. All separations for lack of appropriations shall be in strict conformance with applicable law and regulation, including State Personnel and Pensions Article Title 11, subtitle 3.

If a job will be eliminated or phased out, then at the request of the affected employee, the employee shall be provided with a list of potential jobs within State service for which the employee may qualify.

**ARTICLE 40. LIGHT OR MODIFIED DUTY ASSIGNMENT** *(Note: this section is under active negotiations between the parties and therefore is excluded from the TIA and will remain under prior "status quo" guidance.)*

## **ARTICLE 41. LOCAL SIDE AGREEMENTS**

Prior to any local parties implementing any negotiated supplemental side agreements, approval must be obtained from the Secretary of the respective Department. The Secretary will have 30 days from receipt of the proposed side agreement to review and approve unless a longer period of time is requested. Should the Secretary not approve the supplemental side agreement, the local parties shall be notified.

If approved at this level, it is forwarded to the Chief Human Resources Officer of the Office of Personnel Services and Benefits and the President of AFSCME MD Council 3, who will have twenty-one (21) days to review and approve, unless a longer period of time is requested. If for any reason the side agreement cannot be approved at this level, the Secretary of the respective Department shall be notified.



Such side agreements may not change the terms of the MOU but may supplement the MOU. Upon sign off by all parties, side agreements shall be enforceable under the terms and for the duration of the current MOU.

## **ARTICLE 42. CLOSURE COMPLETION AND SEVERABILITY** *(placeholder)*

## **ARTICLE 43. DEFINITIONS**

### **Section 1.**

An Employee is defined for the purpose of this Memorandum as an individual employed by the Executive Branch in Unit S unless the individual is excluded from the bargaining unit in accordance with SP&P §3-102.

### **Section 2.**

"Permanent Part-Time Employees" - To be considered a permanent part-time employee, an individual must be scheduled to work at least 50% of the full-time work schedule. Permanent part-time employees are eligible for benefits on a pro rata basis.

## **ARTICLE 44. CONVERSION OF CONTRACTUAL EMPLOYEES**

### **Section 1.**

The State and the Union agree that employees who are hired to perform permanent functions should be hired into permanent positions. The State will continue its work to convert contractual employees in positions that would be AFSCME bargaining unit positions had the employee originally been hired as a regular State employee, and DBM will meet with AFSCME representatives and agency representatives quarterly beginning January 2026 to review the status of all outstanding contractual employees.

Fringe benefits for newly converted employees shall be no less than for any incoming regular State bargaining unit employee.

The State will work with AFSCME to provide a new employee orientation for converted contractual employees through which the Union shall have one (1) hour to orient them to their rights as full-time regular PIN staff.



Effective July 31, 2025, the State shall cease to hire new contractual employees in bargaining unit classifications, but expressly retains the right to hire new contractual employees in bargaining unit classifications in the following categories:

1. Persons hired pursuant to short-term grants or defined temporary projects (24 months or less);
2. Persons hired on a short-term basis (12 months or less) on an emergency basis to non-renewable contracts;
3. Retirees from State service; and
4. Less than fifty percent (50%) FTE.

## **ARTICLE 45. PRIVACY**

### **Section 1. Employee Privacy**

The parties acknowledge that bargaining unit employees work to serve the public interest and recognize that the citizens of Maryland have an expectation of transparency and accountability concerning public sector employees. AFSCME and the State recognize Bargaining unit employees retain rights to workplace privacy and agree to protect workplace privacy consistent with the current judicially recognized standards of workplace privacy for public sector employees. Furthermore, the State and AFSCME agree to negotiate over any employer proposed changes to working conditions affecting workplace privacy as enumerated below.

The parties agree that surveillance equipment will not be installed in restrooms and locker rooms reserved for the exclusive use of employees.

Video surveillance shall be employed solely for security purposes, including utilization of surveillance footage in the disciplinary process. The Employer is required to inform the Union prior to the installation of new video surveillance equipment with the capability to observe employee workstations.

### **Section 2. Duty to Bargain**

The State acknowledges its obligation to negotiate over employer proposed changes to working conditions includes the installation of any new employer installed surveillance equipment, computer based employee monitoring such as computer based productivity monitoring, automated digital recording, keystroke monitoring, screen monitoring and computer based cameras or the use of Artificial Intelligence (AI) for any employee monitoring purposes.



### **Section 3. Social Media**

The Employer may access any social media content that is publicly available. The Employer shall not compel access to employees' private social media account(s). In the event that an employee declines to provide access, their refusal shall not be considered as an act of insubordination, nor will the employer otherwise retaliate against the employee for not providing private social media content. The employer recognizes that employees retain certain rights to freedom of speech and will not take disciplinary action that violates an employee's right to protected First Amendment speech on social media. This provision does not prevent the State from addressing excessive use of social media on worktime.

### **Section 4. State-issued Property**

The Employer retains the right to install and employ GPS or similar technology on State-owned property including, but not limited to, vehicles, computers and smart phones. Real-time GPS tracking technology may only be utilized during an employee's on-duty time. The State retains the right to access and examine all historical GPS tracking data, when a valid business purpose, such as a disciplinary investigation, necessitates such a review.

### **Section 5. De minimis Use of State-provided Technology**

The parties acknowledge that employees must use State provided technology (computers and smartphones) primarily for state business. The Employer also recognizes that employees sometimes utilize state owned computers and smartphones for personal use. The employer will allow de minimis use of State owned computers and smart phones for personal use. De minimis use refers to infrequent, brief, and inconsequential personal use of employer-provided technology that does not interfere with the employee's job responsibilities, compromise the security of State data, or disrupt business operations.

While de minimis personal use is permissible, certain activities remain strictly prohibited. Prohibited activities include, but are not limited to:

- 1) Engaging in personal activities that interfere with work responsibilities.
- 2) Downloading, sharing, or viewing inappropriate, offensive, or illegal content.
- 3) Engaging in any activity that violates State policies, local laws, or ethical standards.
- 4) Using State technology for personal financial gain or engaging in any form of external business activities.
- 5) Engaging in political activities prohibited by SPP 2-304.





## **Section 6. Miscellaneous**

The Employer will not track or access employee owned data regarding their activity, fitness, and/or health which may be developed through employee owned smart watches, or fitness devices.

## **ARTICLE 46. DURATION** *(placeholder)*

*The current Appendices (A, B and C) are State Policies and, while not published with this document, continue to be applicable and are referenced throughout this TIA. The April 3, 2025 Guidance memo referenced in the introduction, is attached Appendix I.*

## Appendix I



WES MOORE  
*Governor*

ARUNA MILLER  
*Lieutenant Governor*

HELENE GRADY  
*Secretary*

MARC L. NICOLE  
*Deputy Secretary*

### MEMORANDUM

**TO:** Agency Heads and Personnel Directors  
**FROM:** Neal Desai, Chief Human Resources Officer *ND*  
**DATE:** Thursday, April 3, 2025  
**RE:** Guidance Regarding Bargaining Unit S

On March 5, 2025, the American Federation of State, County and Municipal Employees (AFSCME) was certified by the Public Employee Relations Board (PERB) as the exclusive representative for the recently established supervisory bargaining unit, designated as Bargaining Unit S.

Discussions have commenced about the particular interests and concerns of Bargaining Unit S. In the interim, it is important to keep in mind that **agencies must maintain the status quo regarding the terms and conditions of employment for Bargaining Unit S employees.** Ideally, changes to working conditions for employees in Bargaining Unit S should be avoided at this time. In the event such changes are being considered, they should first be discussed with DBM as noted below to ensure that labor relations obligations are met.

DBM has received questions regarding AFSCME's representation of Bargaining Unit S employees during disciplinary investigations. During this interim period, agencies shall apply Article 21, Section 3. (Right to Union Representation) of the AFSCME MOU for bargaining units A, B, C, D and F to Bargaining Unit S employees; except that management shall continue to apply the Correctional Officers Bill of Rights (COBR) to Unit S employees that are subject to it.

Thank you for your attention to this guidance and continued partnership as we support the integration of Bargaining Unit S into the State's collective bargaining framework. Further information will be forthcoming about the bargaining process for Bargaining Unit S. If you have questions concerning this guidance or are considering employment-related changes affecting Unit S employees, please contact Joe Horvath, Deputy Director, Employee and Labor Relations Division.



**AGREED TO:**

**For the Union:**

**American Federation of State, County &  
Municipal Employees, Council 3**

A black ink signature of Patrick Moran, consisting of a stylized 'P' and 'M' followed by a long horizontal stroke.

Patrick Moran, President

A black ink signature of Stuart Katzenberg, featuring a stylized 'S' and 'K' followed by a horizontal stroke.

Stuart Katzenberg, Director of Collective  
Bargaining & Growth

A blue ink signature of Michelle Warble, written in a cursive style.

Michelle Warble, Negotiator

**For the Employer:**

**The State of Maryland**

A black ink signature of Dyana Forester, featuring a stylized 'D' and 'F' followed by a horizontal stroke.

Dyana Forester, Senior Director of Labor  
Relations, Governor's Office

A black ink signature of Neal Desai, featuring a stylized 'N' and 'D' followed by a horizontal stroke.

Neal Desai, Chief HR Officer