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MOU FOR BARGAINING UNITS A, B, C, D, F and H

PREAMBLE

This Memorandum of Understanding ("Agreement") is entered into by the State of Maryland ("Employer") and the American Federation of State, County and Municipal Employees, AFL-CIO ("Union"), and has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences without disruption in the workplace; and includes the agreement of the parties on the standards of wages, hours and other terms and conditions of employment for the Bargaining Unit A, B, C, D, F and H employees covered hereunder. The Employer recognizes the commitment of the Union and employees to organizational efficiency and high-quality services and will actively encourage the sharing of concerns regarding management practices, policies and procedures.

It is understood that agreements on issues requiring approval by the General Assembly of Maryland are tentative pending approval of the General Assembly of Maryland. The provisions of this Agreement shall in no way diminish or infringe any rights, responsibilities, power or duties conferred by the Constitution of the State of Maryland, the Annotated Code of Maryland and the Collective Bargaining Law (Title 3, State Personnel and Pensions Article) and all laws are hereby incorporated in this Agreement as if fully set forth herein, and in the event of a conflict between this Agreement and the law, the law shall prevail.

ARTICLE 1. RECOGNITION

Section 1. Exclusive Representation

Pursuant to the Collective Bargaining Law (Title 3, State Personnel and Pensions 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 A, B, C, D, F and H.

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 Units A, B, C, D, F and H and will not allow non-exclusive representatives or other employee organizations to address new employees within these Units 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.

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);
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

It is the policy of the State to prohibit discrimination in employment against any employee or applicant for employment because of race, age, color, religion, creed, sex (including pregnancy), sexual orientation, political affiliation, country of national origin, ancestry, genetic information, gender identity or expression, mental or physical disability, marital status, or labor organization affiliations, and to promote and implement a positive and continuing program of equal employment opportunity.

It is the policy of the Union that it shall not discriminate against any employee or cause or attempt to cause the State to

discriminate against any employee because of race, age, color, religion, creed, sex, sexual orientation, political affiliation, country of national origin, ancestry, genetic information, gender identity or expression, mental or physical disability, marital status or labor or organization affiliation.

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

The parties agree to comply with applicable Federal and State Equal Employment laws, Affirmative Action laws, and with the Americans with Disabilities Act.

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.

ARTICLE 3. MANAGEMENT RIGHTS

The Employer retains the sole and exclusive authority for the management of its operations and may exercise all rights, powers, duties, authority and responsibilities conferred upon and invested to it by all laws including, but not limited to, the Collective Bargaining Law (Title 3, State Personnel and Pensions Article).

It is agreed by the parties that any section of this MOU that conflicts with current law, in particular the Collective Bargaining Law (Title 3, State Personnel and Pensions Article), can be changed by management after negotiations with the Union, to the extent required by Article 33 (Mid-Contract Negotiations).

It is understood and agreed by the parties that the Employer possesses all other power, duty and right to operate and manage its departments, agencies and programs and carry out constitutional, statutory and administrative policy mandates and goals.

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 non-emergency, 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 Union may file a complaint under the Dispute Resolution Procedure outlined in Article 30 of this MOU if it disagrees with the agency's interpretation or application of this Article.

The LMC's 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 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), 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) investigatory or “mitigation meetings”;
3) Labor Management Committee meetings;
4) negotiating sessions regarding supplementation or amendment of this Agreement during its term;
5) committee meetings and activities if such meetings or activities have been jointly established by the parties; or
6) 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.

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 supervisor 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 16 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 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 Human Resources Policy §7I, Subsection 10, shall be maintained.

Section 4. Release Time Account for Union Activities

On July 1 of each year, the Employer shall credit the Union's release time account with one (1) day for every twenty (20) 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 supervisor 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 supervisor 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

The Union will provide each agency personnel director with the names and addresses of up to two (2) authorized Union representatives per agency to receive notice of each formal orientation meeting held by the Department. The notice will be sent as soon as such meetings are scheduled (but not less than ten (10) days in advance) and will include date, time and location. Due to operational exigencies, agencies may schedule an orientation which will provide the Union with less than the requisite ten (10) days' notice; however, the Union shall be notified as soon as possible after the scheduling of the orientation and the Union representative shall be released from duty. Agencies shall routinely schedule orientations in a manner that will allow for the ten (10) day advance notice to the Union.

During the formal orientation, the Union will be permitted to give a twenty (20) minute presentation which may include an enrollment in supplemental Union benefits. The parties shall encourage employee attendance, although attendance

shall not be mandatory if an employee objects to attending the presentation.

In the event a formal orientation meeting is not held, or the Union is unable to attend the formal orientation because the designated Union representatives cannot be released under Article 4, the Employer shall allow the Union representative and the employee(s) to meet during duty hours at a mutually agreed upon time and location for twenty (20) minutes Employee participation in these meetings shall be encouraged although an employee shall not be required to attend such a meeting.

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

In accordance with SPP §3-208, the Employer shall provide, upon the written request of the Union, for each employee in the bargaining unit employee represented by the Union:

a. Name;
b. Position classification;
c. Bargaining unit;

d. Home and work site addresses where the employee receives interoffice or US Mail; and

e. Home and work site telephone numbers.

The Union may present a written request for employee information twice every calendar year. The Employer may charge the Union a fee not to exceed the actual cost of providing a list of employees' names, addresses, telephone numbers and work information to the Union. Employees may notify the Employer that they do not want the information described in this section released to the Union in accordance with SPP §3-208(d). The Union shall abide by the restriction concerning the use of information as provided for in SPP §3-208 (e), (g) and (h).

Additional information, such as work e-mail address will be made available to the Union by each Department to the extent such information is readily available in an automated fashion.

Section 14. Employee Participation

On June 27, 2018, the Supreme Court issued its decision in the case of Janus v. American Federation of State, County, and Municipal Employees, Council 31. The decision held that a public employer cannot collect services fees for the support of an exclusive bargaining representative and thus rendered provisions for that purpose invalid by operation of law.

A. Service Fee

All employees who are covered by this MOU but who are not members of AFSCME shall as a condition of employment pay to AFSCME a "service fee." Non-members must begin and currently pay the service fee assessed upon the latter of: (i) July 1, 2011 or (ii) thirty (30) calendar days of employment in the AFSCME unit. The determination of the amount of the service fee, collection, escrow, disputes, and other procedures relating to the service fee shall comply with all applicable legal requirements and be governed by the terms stated in this MOU.

B. Amount of Service Fee

The service fee shall not exceed the amount of dues uniformly required of

administration of terms and conditions of employment, fringe benefits, grievances, and the investigation, challenge and appeal of personnel and employment rights, and all other chargeable activities. This percentage shall be applied to membership dues and be assessed to those non-member employees who make known, as required, their objection to the payment of fees to support non-representational or union member-only activities and expenses. ("Political objection")

C. Service Fee Notice

AFSCME will annually determine the percentage of its activities which are chargeable and non- chargeable to nonmembers and will provide a written notice of its calculation to each employee in the bargaining unit who is required to pay a service fee.

Such notice will provide: (1) the type of activities considered to be chargeable and non-chargeable to service fee payers; (2) financial data in support of the union's calculation of chargeable expenses; (3) procedures for filing an objection to the

payment of the portion of the fee attributable to non-representational and member-only activities and expenses; (4) procedures for filing a challenge to the accuracy of the calculation of chargeable expenses; and (5) procedures for filing a conscientious objection based upon religious beliefs.

Non-members may file a "political objection" to the payment of any portion of the service fee related to non-representational activities. Objecting non-members may also "challenge" the computation of the fee. The procedures available to nonmembers for filing political objections and challenges shall require that non-members make their filings individually, in writing, and provide for no less than a thirty (30) day period after receipt of the Union's annual service fee notice, for a timely filing. Political objections and/or challenges shall be deemed waived if not filed in accordance with the notice procedures.

D. Collection of Fee

The State shall automatically withhold from the bi-weekly salary of each

employee who is not a member of AFSCME the service fee as determined. The deduction of the service fee shall be made without the necessity of a written, signed authorization from the employee. The State is not required to take any action to collect a service fee from any employee in any given pay period except to the extent that such employee earns wages from the State in that pay period.

E. Conscientious Objectors

An employee whose religious beliefs are opposed to joining or financially supporting any collective bargaining organization shall not be required to meet the above service fee obligations but shall pay in lieu thereof an amount equal to the service fee to any charitable organization exempt from taxation under § 501(c)(3) of the Internal Revenue Code.

To qualify for the religious exemption, the employee must obtain from AFSCME a Declaration of Bona Fide Religious Objection and Selection of Charitable Organization form. The employee must submit the completed form

to both AFSCME and the Department of Budget and Management, within thirty (30) days of receipt of annual notice described in ¶ C above.

It shall be the obligation of a conscientious objector to furnish, monthly, to AFSCME and to the Department of Budget and Management, written proof that charitable contributions contemplated hereby have actually been made and that said employee is not subject to a service fee involuntary deduction. Proof of payment may be in the form of original receipt issued by such organization, by credit card statement or cancelled check. Failure to provide proof of contributions to a charitable organization shall constitute employee's voluntary revocation of his/her status as a conscientious objector and involuntary deduction of the service fee shall commence.

An employee utilizing the religious exemption status and who requests AFSCME representation services shall be subject to charges by AFSCME for the reasonable cost of such representation.

F. Information

Within ten (10) days after the end of each calendar month, the State will submit to AFSCME a list of all employees who are newly hired into unit positions during the previous month.

G. Disputes and Challenges

Any dispute between AFSCME and the State as to the meaning or application of Article IV, Section 14 of the Agreement and/or any as to the administration of the service fee will constitute a complaint within the meaning of the dispute resolution procedure in Article VIII of this MOU and will be processed accordingly.

Any timely filed challenge to the calculation of chargeable expenses that cannot be resolved between the union and fee payer within thirty (30) day of the close of the challenge period shall be expeditiously resolved by an impartial arbitrator. The impartial arbitrator shall be selected under, and the proceedings conducted in accordance with, the Rules for Impartial Determination of Union Fees (the

"Rules") established by the American Arbitration Association (AAA). The employee and AFSCME shall each be responsible for their own attorney's fees and other representation costs. All arbitration related costs shall be borne by AFSCME.

All challenges properly filed shall be consolidated in a single proceeding before the Arbitrator chosen under the Rules, and they shall be heard and determined at the same time. Decisions of the Arbitrator shall be binding on all non-member service fee payers who join the bargaining unit during the period covered in AFSCME's notice. AFSCME and a challenger may voluntarily settle or compromise the dispute between AFSCME and that nonmember without precedent as to the disposition of other pending challenges.

Upon receipt of a written challenge from a service fee payer AFSCME shall place an amount equal to the fees collected from the challenger into an interest-bearing escrow account, separate from the union's funds. The escrowed figures will be independently verified. The fair share fees shall remain in escrow until the arbitration

award issues and shall be distributed along with accrued interest, in accordance with that award or as may otherwise be mutually agreed to by AFSCME and the challenger.

H. Indemnity

AFSCME shall indemnify and save the State harmless and shall provide a defense of any and all claims, grievances, demands, actions, suits, costs, expenses, or other forms of liability or damages, including Attorney's fees and costs, that arise out of or by reason of any action taken or not taken by the State, its officers, agents, employees or representatives for the purpose of complying with any of the provisions of this section; or that arise out of or by reason of the State's reliance on any notice, letter, or authorization forwarded to the State by AFSCME pursuant to this section. AFSCME will assume primary responsibility for the defense of any such claims and may engage counsel of its choosing. As counsel for the State, the Office of the Attorney General will be permitted to enter an appearance and will be kept fully appraised of litigation developments by counsel for AFSCME, but

AFSCME will not be responsible for any legal fees or costs incurred by the Office of the Attorney General in this regard. AFSCME will not be responsible for the State's attorney's fees and costs incurred in any dispute referred to in the first subparagraph of ¶ G, above, between the State and AFSCME under the MOU.

AFSCME assumes full responsibility for the disposition of the funds deducted under this section as soon as they have been remitted by the State to AFSCME. In addition, if an employee who is required to pay a service fee, makes a contribution to a charity, and/or provides written proof of a charitable contribution fails to do so, it is solely the responsibility of AFSCME to take appropriate steps to collect the amount or otherwise enforce the requirement in question.

Section 15. 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.

ARTICLE 5. LABOR MANAGEMENT COMMITTEES

Section 1. 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 (LMC), 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 employees. Each LMC will be co-chaired by

one member from labor and one member from management.

Section 2. Agency LMC's

The intent of the LMC's is to facilitate communication between the parties by providing a forum for discussion and negotiation of agency specific issues related to conditions of employment. The committee shall not become involved in individual grievances.

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

Section 2A.

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.

Section 3.

The Union will select or appoint its members to the LMC. Departmental/Principal Unit LMC's may include at least 5 and up to 10 Union representatives in aggregate from bargaining Units A, B, C, D, F and H. Upon agreement of the co-chairs, additional members may be added to the committee where the subjects under discussion warrant. The composition (number of Union and Management representatives) of LMCs at the sub--department level will be determined by agreement of the co-chairs of those respective committees.

LMCs will be established in each agency with employees covered by this Agreement. For the purpose of this Agreement, the agencies and number of members from labor

and management in each LMC are as follows for Unit H only:

Division of Parole and Probation: 7
Division of Pretrial Detention and Services: 4
Department of Juvenile Services: 8
Clifton T. Perkins: 3
Patuxent Institution: 3
Division of Corrections: 12
Building Guards: 3
MSP: 3

The 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 or designee, the appropriate Agency official, and the Executive Director of the Office of Personnel Services and Benefits.

Section 4. Distribution of Information

The Employer shall assure that the results of Labor Management Committees are distributed to affected managers and supervisors. The Union may distribute the results to the bargaining unit through exiting security briefings (i.e., roll call), bulletin boards 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 Executive Director of 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 3. Unit C Employees

The following exemptions to the Standard Workweek apply to Unit C employees 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 3A. Unit H Division of Parole and Probation (DPP) Employees

This Section does not apply to DPP Community Supervision Enforcement Program staff. 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 H and subject to this Agreement may work varying starting and ending times to cover work assignments provided that management may not reduce the length of any workday to less than eight (8) hours and, provided further, there shall be no split shifts (unpaid break of greater than one-hour within the workday) unless requested by the affected employee.

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.

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 occasions when the schedule is changed within the two-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 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

The current practice regarding eligibility for overtime shall be maintained.

A. Employees may elect to take compensatory time, paid at time and one-half, or for declared emergency conditions, double time, in lieu of cash payments for overtime. Employees will inform the Employer of their choice of cash overtime or compensatory time before working

the overtime. Employees will be allowed to declare their election of compensatory time prior to working overtime but in no case more than on a pay period basis. Opportunities for employees to work overtime will not be affected by their election of cash or compensatory time. Employees can accrue up to 240 hours of compensatory time. Employees who work in a public safety activity, emergency response activity, or seasonal activity, can accrue up to 480 hours of compensatory time.

B. FLSA nonexempt employees may request the substitution of compensatory time for cash overtime. Such a request must be initiated by the employee who always has the right to insist on cash payment for overtime. A request for compensatory time will be considered by the Employer on a case by case basis and approval shall not be unreasonably denied.

C. A request to use earned compensatory time will be approved provided:

1. The employee gave the supervisor reasonable notice of the employee's intention to use compensatory time; and
2. The employee's use of compensatory time does not unduly disrupt operations.

D. There will be no time limit during which the employee must use his or her compensatory time. Employees shall not be required to use compensatory time. Use of such compensatory time will be granted in a fair and equitable manner. All unused compensatory time will be paid upon an employee's leaving State service or upon death, to the employee's estate, at a rate which is the higher of:

i. The final regular rate received by the employee; or
ii. The final average regular rate received by the employee during the last three years of employment.

E. All FLSA non-exempt employees who are part-time shall earn overtime at the straight time rate until they exceed the FLSA threshold. Overtime hours exceeding the appropriate FLSA threshold shall be paid at the "time and one-half" rate. “Work time” for part time employees shall include all time described in Section 7.

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 DOT employee required to be in an on-call status shall be provided with a beeper upon request. DOT 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. Short Turnaround Pay

Police Communication Operators of the Maryland State Police, as well as shift employees at the Maryland Department of Health (including 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 12A. Unit H Security Briefing Pay (i.e., Roll Call)

Correctional Officers and Arrest Booking Officers 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 Department of Juvenile Services institutional employees, will be required to stand for security briefing before the beginning of their shift and 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 H 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. Flextime and Compressed Workweek Schedules

The Employer recognizes the value and benefits of compressed workweeks and flextime arrangements and encourages the development and implementation of compressed workweek schedules and flextime in appropriate work environments. The Employer agrees that the implementation and cancellation of a flextime or a compressed workweek policy must be negotiated. In addition to the above, discussion may include whether employees may have the option, but not be required, to work eight (8) consecutive hours without a meal break to complete their work requirement.

Section 14. 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 15. Wash-Up Time

The Employer shall maintain current practices.

Section 16. 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. Supervisors 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 supervisor 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 17. Rest Periods

Regular and overtime rest periods, overtime meal allowances, and the creation of unpaid lunch periods for employees who do not currently have them shall be the subject of discussion between the Union and the Employer at the Departmental or Agency LMC.

Section 18. 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 19. Savings

Employees who by policy, regulation, or established practice enjoy pay and/or scheduling practices that provide greater compensation than described in this Agreement shall continue to receive such greater benefit. However, if the Secretary of DBM believes such practice is not equitable, the Secretary may propose termination of the practice to the Union in accordance with Article 33 (Mid-Contract Negotiations). If a practice is prohibited by law, it shall be terminated in accordance with Article 3 (Management Rights) and Article 33 (Mid-Contract Negotiations).

ARTICLE 7. WAGES

Section 1A. Wages

Effective no later than January 1, 2019, a general cost of living adjustment wage increase (COLA) consisting of 2% will be added to each grade and step of the pay plan(s) affecting bargaining unit employees.

If (final) actual General Fund revenue collections for fiscal year 2018 as noted in the Comptroller's close-out memo exceed the Board of Revenue Estimates' official estimate of December 2017 of $17,058,516,000 as published in the Board's Report of December 2017 by an amount greater than $75 million, the Governor shall agree to request a deficiency appropriation at the 2019 Session of the Maryland General Assembly in an amount sufficient to provide all bargaining unit members a .5% cost-of-living adjustment and a one-time bonus of $500 effective April 1, 2019.

Section 1B. Annual Salary Review

Unless prohibited by law, the Employer shall provide the Union with the results of salary and benefits comparative surveys for bargaining unit positions upon the completion of such studies.

Section 2. 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. The rate of shift differential pay shall be $0.625/hour for all classifications in salary grades 5 through 17. The Employer may not pay a shift differential to an employee who is on leave.

Section 3. Acting Capacity Pay

(1) 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:

a.) The temporary absence of an incumbent;
b.) A vacancy exists for which recruitment is underway; or
c.) Unusual circumstances which necessitate assignment of duties at a level higher than that of the employee's classification.
d.) 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.
e.) Should a supervisor 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.

(2) 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.

(3) 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.

(4) Payment for acting in a higher classification shall be made as follows when the employee's normal rate of compensation is:

a.) Between grades 5 and 10, additional compensation shall

be paid for the period in excess of 10 continuous workdays;

b.) For grade 11 or above, additional compensation shall be paid for the period in excess of 20 continuous workdays.

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

(5) 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 4. 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 $25 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 5. Lead Worker

The Employer may not require an employee to assume lead workers duties unless the employee is paid additional compensation. An employee performing lead worker duties for a position that is one grade above his/her current grade shall receive a 6% increase in pay while performing the lead worker duties. An employee performing lead worker duties for a position that is two or more grades above his/her current grade shall receive a 12% increase in pay while performing the lead worker duties. An employee may refuse to perform uncompensated lead duties without penalty. An employee who voluntarily performs lead workers duties without compensation may not be negatively evaluated on his/her performance of the lead duties and may not be disciplined for actions that relate to the lead worker position taken in good faith. This section does not preclude

the assignment of an employee as the lead on a specific project of a limited duration (typically 90 days or less).

Section 6. 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 7. Pay on Promotion/Reclassification

A. 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 twelve (12) 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, slope scale or flat rate to a

classification with a slope scale, the employee shall receive a six (6) percent increase in annual salary if the slope scale is the equivalent of one grade higher than the salary grade from which the employee is promoted. An employee shall receive an increase of twelve (12) percent if the slope scale is the equivalent of two or more grades higher than the salary from which the employee is promoted, 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.

B. Reclassification

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 twelve (12) 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 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 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.

C. 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. 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 DOT employee is reclassified as a result of the implementation of a new classification with a higher grade that is unique to DOT only, the employees step or rate of pay shall be determined by a six (6) percent adjustment for one pay grade, or a twelve (12) percent adjustment for two or more pay grades, whichever is applicable, 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.

D. 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:

(1) Salary adjustment of the employee's classification;
(2) General increase of the salary schedule;
(3) Annual step increase; and
(4) All other transactions including, but not limited to, promotion, reclassification and demotion.

Section 8. 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.

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) Independence Day;
6) Labor Day;
7) Columbus Day;
8) Veteran's Day;
9) Thanksgiving Day;

10) Day After Thanksgiving (except DOT);
11) Christmas;
12) Each Statewide Election Day
13) Any other day proclaimed as a holiday or non-working day by the Governor of the State of Maryland or the President of the United States of America.

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 1. 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:

a.) 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.

b.) 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. Department of Transportation Procedures

In accordance with current practice, employees in the 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 l. 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, for 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 pay check 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 statute and regulations. Employees may not use accumulated sick leave to qualify for retirement benefits or to become vested in the retirement system.

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: spouse, children,

foster-children, step-children, parents, step-parents, foster-parents of employee or spouse or others who took the place of parents, legal guardians of employee or spouse, brothers and sisters of employee or spouse, grandparents and grandchildren of employee or spouse, other relatives living as a member of the employee's household.

A maximum of one (1) working day may be charged to sick leave in the event of the death of one of the following relatives: aunts and uncles of employee or spouse, nephews and nieces of employee or spouse, brothers-in-law and sisters-in-law of employee's spouse and 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: spouse, children, foster children, step-children, parents, step-parents, foster-parents, brothers or sisters, or 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 supervisor 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 fifteen (15) working days per year for training or active 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 terms of this Section supplement, but do not supplant, the provisions contained in the Procedure for Release of State Employees Under Emergency Conditions, Revised October 8, 1999. In situations where the

terms of this Article conflict with the Procedure, this Article controls. A copy of the Procedure for Release of State Employees Under Emergency Conditions, Revised October 1999, is attached to this MOU as Appendix B.

A. Definitions

1. Emergency condition – means a circumstance declared by the State of Maryland that would expose State employees to harm or unsafe conditions and includes conditions that threaten the lives of State employees, such as extreme weather events, terrorist attacks or threats, chemical spills, disease outbreak, civil disturbance, and any other conditions determined by the State to be of such emergency nature.

2. Emergency essential employee – An employee whose duties are of such a nature as to require the employee to report for work or remain at the work site to continue agency operations during an emergency condition. Emergency essential employees will be notified of their status no later than December 1st of each year. The Employer retains the ability to notify new

hires after December 1st, or declare additional employees as emergency essential when necessary, to avoid or mitigate serious damage to public health, safety or welfare.

B. Emergency Release Determinations

1. Full day closing – When an office or facility is closed prior to the start of normal work hours or shifts due to the declaration of an emergency condition, non-temporary, non-emergency essential employees working in that office or facility are on release time (i.e., administrative leave), with no loss of pay or charge to earned leave, except that employees who are on paid or unpaid leave status prior to the emergency release determination will be charged leave for the entire workday.

2. Liberal leave – When an emergency condition is declared and liberal leave is announced for non-temporary, non-emergency essential employees, such employees may be absent for a portion of the workday or the entire workday; such absence will be charged to accrued annual, personal or compensatory leave, or leave without pay, if appropriate, for the period of

absence. The employee is required to notify the Employer of the intention to take leave in such situations.

3. Delayed Starting Time – When a determination is made to delay the opening of an office or facility due to a declared emergency situation, non-temporary, non-emergency essential employees are required to report at the delayed start time and to work until the close of business, unless the employee is granted permission to use leave; such employees will suffer no loss of pay or charge to accrued leave for the time between the employee's normal start time and the delayed start time.

4. Early Release – When an office or facility is closed after the start of regular work hours or shifts, and non-temporary, non-emergency essential employees are dismissed early, such employees shall suffer no loss of pay or charge to accrued leave, except that employees who are on pre-approved leave status shall be charged leave as appropriate.

C. Work During Declared Emergency Conditions

Generally, non-emergency essential employees will not be required to work during declared emergency conditions. Although the employee may do so when liberal leave has been announced, work by such non-emergency essential employees shall be compensated at the employee's regular rate of pay under such circumstances.

A non-emergency essential employee who is required to report to work or stay at work during a declared emergency condition that has resulted in the closure of the office or facility to which the non-emergency essential employee is assigned will be credited with two hours of work time for each hour actually worked during the closure.

Emergency essential employees who work at an agency or facility affected by a closure due to the declaration of emergency conditions, and who are required to perform duties after an emergency condition is declared, or are required to report to work

after such a declaration, shall be compensated by compensatory time or additional pay, as appropriate; such emergency essential employees are to be credited with two hours of work time for each hour actually worked during the closure.

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.

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.

D. Communication of Declared Emergency Conditions

The Employer shall expeditiously and effectively communicate the declaration of emergency conditions and the emergency release determination (full day closing, liberal leave, delayed starting time, or early release) to all affected employees through the use of media outlets and website

postings. Such media outlets shall be made known to the employees in advance.

Section 5A. Emergency Conditions for Additional Employees of Department of Labor, Licensing and Regulation (DLLR)

When additional employees of DLLR 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

a.) Requirements for leave with pay. - 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 fifteen (15) 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 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.

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 request 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 supervisor 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 supervisor or supervisor'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 4 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.

Unless the employee has a condition identified as a permanent disabling condition, 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.

Section 8. Acceptable Documentation

For the purposes of 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 work day 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 1.

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 l. 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. Department of Transportation Employees

Department of Transportation 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 DLLR, 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 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 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

Upon request of the Union's President, the Employer will grant leaves of absence without pay to bargaining unit employees who serve as Union representatives or officers for up to one-hundred twenty (120) days, if it is consistent with operational needs. This leave will be for no more than one time per year per employee and no more than fifteen (15) employees per year who must be from different Departments. Such employees will not be separated from the payroll and will be restored to their previous positions at the conclusion of such leaves.

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

Supervisors 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 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 supervisor and Appointing Authority. The employee and/or the Union representative shall provide the employee's supervisor 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 supervisor for approval. When the employee and the supervisor 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 supervisor will finalize the job description in accordance with the supervisor'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-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 supervisor 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

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. Pre-approved 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 in a measure of timeliness and quantity of work.

Section 3. Appraisal Procedure

The employee's supervisor will prepare the mid-year and end-of-year performance appraisal. If such is not the case, the second level supervisor shall prepare the 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 supervisor's year-end appraisal, unless the employee has been

working under the new supervisor for at least six months, and the employee and the Employer mutually agree not to use the former supervisor'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 supervisor is not the direct supervisor, 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 supervisor shall give employees 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 to an appraisal or comment may be attached and put in their personnel file.

Section 5. Appraisals of Supervisors

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

In settings where a supervisor is responsible for less than five (5) employees, the employees shall be able to express their opinions and/or concerns regarding their supervisor 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 supervisors with five (5) or more employees.

Section 6. Department of Transportation Procedures

This article applies to the Department of Transportation except that DOT:

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; and
5. will not require employee self-assessments.

Section 7. Evaluation Form

The Union agrees that the Management Rights provision of this Agreement and Section 3-302 of the State Personnel and Pension 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 to his/her observations to his/her immediate supervisor. The supervisor 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 mid-year 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;
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 supervisor 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

Employees who are assigned or volunteer and are approved by the Employer to assume additional duties in their job classification which requires accreditation, licensure or certification, shall be granted time off with pay, consistent with the operational needs of the Employer, and be reimbursed for any cost associated with the accreditation, licensure or certification. The Employer shall, consistent with operational needs, grant the necessary time off with pay and/or provide in-service training for employees required to maintain accreditation, licensure or certification as a minimum qualification for their position. The Employer may, but is not required to, reimburse the costs required to maintain accreditation, licensure, or certification. In addition, the Employer will pay the cost of and grant time off for physical examinations

required for obtaining and renewing Commercial Driver's Licenses. The Employer shall reimburse the annual cost associated with an employee obtaining/retaining CNA certification.

In the event the employee is unable to obtain or retain accreditation, licensure or certification for medical reasons the State will provide career counseling and assist in identifying other State positions for which the employee may qualify.

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 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.

ARTICLE 21. DISCIPLINARY ACTIONS

Disciplinary Actions and Appeals shall be governed by SP&P, TSHRS regulations and TSHRS Disciplinary Action Policy 7G.1.

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 15 work days of the employee's accrued annual leave;
3. suspend the employee without pay;
4. deny the employee an annual pay increase;
5. demote the employee to a lower pay grade; 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

An employee shall have the right to Union representation if requested by the employee, 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.

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, 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.

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 a 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 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 percent 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 supervisor 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

After twenty-four (24) months without any further disciplinary action, the record of any prior disciplinary action, up to and including suspensions of five (5) days shall be expunged at the employee's request. After twelve (12) months, letters of a reprimand and counseling memorandum shall not be used in assessing discipline if there has been no further disciplinary action.

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**.** 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 supervisor 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 supervisor 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. DOT 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 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

A. 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 2018 – 2019, 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 1A. Benefits Premium Holidays

All bargaining unit members who are enrolled in the State Employee and Retiree Health and Welfare Benefits Program and actively employed during pay period 18, which starts on February 14, 2018 and ends

on February 27, 2018, with a pay date of March 7, 2018, and pay period 19, which starts on February 28, 2018 and ends on March 13, 2018, with a pay date of March 21, 2018, shall not have health deductions taken from their paychecks.

Section 2. Prescription Drug Plan

Effective July 1, 2011, 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 July 1, 2011, 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, 2018, 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 l. 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

At the request of the Union, the Union and the Employer agree to form a joint labor-management committee on employee assistance. The committee will be composed of an equal number of representatives for the Union and the Employer. The committee will review the EAP, EAP provider networks and EAP training programs for employees and supervisors.

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 supervisor 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 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 restroom 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

Section 1. Scope

The parties recognize that the subject of caseloads for employees in DHS, MDH, DJS, DPSCS and DLLR was an important issue for the Union during the negotiations, which resulted in this Memorandum of Understanding, and shall be a subject of discussion at these agencies.

Accordingly, the parties have agreed to the following process, which has as its objective the evaluation of appropriate caseload management guidelines while also recognizing management's need for efficient and flexible operations. Specifically, the parties agree to create caseload study subcommittees at the Departmental Level LMCs for the Departments or Agencies listed above. The subcommittees will evaluate and make recommendations to their respective Department Heads regarding:

1.) The types of work where caseload guidelines should be developed.
2.) Reasonably attainable minimum and maximum caseload management (numbers and types of cases) guidelines.
3.) Procedures that will be applied when caseload management guidelines are exceeded, or not met. The committee shall attempt to agree upon recommended procedures that will provide sufficient relief for the affected employee in instances where individual caseloads exceed agreed upon guidelines.
4.) Development of a caseload monitoring plan.
5.) Fiscal and legislative restrictions.
6.) The nature of work to be performed.

Section 2. Timetable

In order to set a timetable and procedural framework within which the subcommittees will accomplish their tasks, the parties have further agreed to the following:

The subcommittees referenced in Section 1 above will be appointed and have their first organizational meeting within six (6) weeks of the date of the MOU ratification.

Each subcommittee shall provide to the Head of the affected Department a final report no later than thirty (30) weeks after the date of the MOU ratification.

The Department Head who receives a final report will meet with the LMC to provide feedback on the report, indicating areas of acceptance and explaining the reasons for rejecting any of the recommendations in the report.

Section 3. Committees/Subcommittees

In the event either party believes a committee or subcommittee is not functioning appropriately, the Union's President and the Secretary of the Department (or their respective designees)

shall investigate the situation and take any corrective action that they agree is appropriate.

ARTICLE 30. UNIFORMS AND EQUIPMENT

Section 1. Uniforms

The provisions of this Article apply to employees who are required to wear uniforms.
The Employer shall provide the employee with five (5) sets of required uniform trousers and shirts (short and long sleeve) and the employee will be provided with sufficient uniform replacements to maintain five (5) serviceable uniforms. The Employer shall furnish American made uniform products to the extent possible.

All Department of Transportation employees shall continue to be subject to their Administration's existing policy.

A. Subsequent to the original issue, if uniforms are in such a state of disrepair as to require replacement, they will be

returned to the Supply Officer for a replacement. Replacement needs will be verified by appointing authority, or designee.

B. All uniforms shall be in new condition and fit properly.

C. New employees shall receive three uniforms, after 5 months they shall receive 2 additional uniforms to provide them with their 5 sets of uniform trousers and shirts.

D. Where an employee's position and/or duties requires the wearing of safety shoes, the Employer shall either provide employees with such shoes, or provide reasonable reimbursement to employees for the purchase of shoes.

E. The Employer shall purchase or provide reasonable reimbursement to employees who are required to wear non-prescription safety glasses.

For employees who wear prescription glasses, where non-prescription safety glasses do not provide adequate protection, the Employer shall provide reasonable reimbursement for prescription safety glasses.

F. The Employer shall provide reasonable reimbursement to employees for replacement and/or repairs of non-uniform clothing or other items worn by employees that are damaged by clients or members of the public.

G. The appropriate labor management committee shall discuss other issues associated with uniform policies.

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. Unit H Body Armor

In recognition of the need to enhance the personal safety of security personnel at DHMH and Correctional facilities, the parties agree that non-probationary security personnel who have contact with forensic patients and/or inmates should generally have the opportunity to have individually fitted stab proof vests and, in addition, individually fitted bullet proof vests will be provided to officers on an "as-needed" basis. The sharing of vests shall not be considered an acceptable practice and vests may transferred from employee to employee only if such vests are a proper fit and are appropriately sanitized in accordance with practices necessary to eliminate the risk of the spread of MRSA and other communicable diseases.
The parties agree to meet and agree to policies, including any limitations or exclusions, for the provision of stab proof vests to correctional officers and security

attendants by January 31, 2008. In developing the policies, the committee shall:

a. Assess the need for stab proof vests at specific locations within the various facilities by agreeing upon exceptions to the general rule of providing security personnel with an opportunity to obtain individually fitted body armor; and
b. Address issues related to employee responsibilities regarding the fit and usage of such vests.

The parties shall be represented by individuals authorized to commit their respective organizations to agreement.

Section 4. Unit H Flight Suits

Each employee assigned to duties on a flight crew shall be provided with two (2) serviceable fire retardant flight suits and two pairs of fire retardant gloves.

ARTICLE 31. DISPUTE RESOLUTION PROCEDURE

Section 1.

Subject to any limitations of existing law, a complaint is defined as a dispute concerning the application or interpretation of the terms found only in this MOU. The provisions of this procedure shall be the only procedure for complaints concerning interpretation or application of terms found only in this MOU. Issues otherwise appealable through the existing disciplinary appeals/grievance procedures established by law or regulation are not subject to this procedure. AFSCME is the only Union that may represent employees in disputes regarding the terms found only in this MOU.

Employees having the same complaint with their Employer may file a single complaint. Employees who wish to consolidate their complaint must include an attachment which includes the signature, signature date, printed name, and full address of each employee who wishes to file that complaint. The signature sheet must notify the employees that by signing it, each

employee is bound by the issues and requested remedy as stated in the complaint and that each employee agrees to be represented by the person listed as the representative on the complaint.

Section 2. Procedure

Step One

Within 15 days after the event giving rise to the complaint or within 15 days following the time when the employee should reasonably have known of its occurrence, the employee aggrieved and/or the Union representative shall discuss the dispute with the employee's immediate supervisor. The Supervisor shall attempt to adjust the matter and respond orally to the employee and/or the Union representative within three (3) days.

Step Two

If the dispute has not been settled at step one, a written complaint may be filed and presented to the employee's appointing authority and/or designee within seven days after receiving the step one response. A

Union representative must sign the complaint. The appointing authority or designee shall meet with the employee and the employee's Union representative and render a decision in writing no later than twenty (20) days after receiving the complaint.

Step Three

If the complaint has not been settled at step two, a written complaint may be filed with the Head of the Principal unit within seven days after receipt of the answer at step two. The Head of the Principal unit or designated representative shall meet with the employee and the Union representative and render a written decision within twenty (20) days after receiving the written appeal. When the appointing authority is also the Head of the Principal unit, this step shall be skipped and the step two decision shall be appealed directly to step four.

Step Four

If the dispute has not been settled at Step Three, AFSCME's President, or designee, may file a written complaint with the

Secretary of the Department of Budget and Management, or designee, within thirty (30) days of the Step Three response. If the Secretary, or designee, does not concur with the decision rendered at Step Three of the procedure, the Secretary, or designee, shall render a decision that is binding on the unit. If the Secretary, or designee, concurs with the Third Step decision, the Secretary, or designee, shall notify the Union within thirty (30) days.

Step Five

The Union can appeal the decision of the Secretary, or designee, within thirty (30) days to fact-finding.

When fact-finding is invoked, the Union and the Employer shall jointly request a list of seven (7) neutral fact-finders from the FMCS. The parties will meet within fifteen (15) days of receipt of the FMCS list to seek agreement on one of the listed fact-finders. This meeting may take place on the telephone. If the parties cannot agree on a fact-finder, the Employer and the Union will alternately strike one name from the list until a single name remains. A flip of the

coin shall determine who shall strike the first name.

The fact-finder shall resolve all questions related to the procedure. Upon mutual agreement of the parties, threshold issues may be resolved prior to the parties proceeding with the substantive issues involved in the case. The cost of the fact-finder shall be shared equally by the parties.

Appeal of Fact Finder's Decision

If the Employer or the Union disagrees with the fact-finder's decision, an appeal may be filed with the State Labor Relations Board within thirty (30) days of receipt of the decision in accordance with the Board's regulations. Only the Union's President or the Governor's designated collective bargaining representative may appeal a fact-finder's decision.

Section 3. General Provisions

A. As used in this Article, "days" means calendar days. If the last day a response or action is due falls on a Saturday, Sunday, or

State holiday, the deadline shall be extended to the next non-holiday weekday. All deadlines in this Article may be extended by mutual agreement. Time limits for the processing of complaints are intended to expedite dispute resolution and, if not extended, must be strictly observed. If the matter in dispute is not resolved within the time period provided for in any step, the next step may then be invoked. If the employee or Union fails to pursue any step within the time limits provided, he/she shall have no further right to continue to seek resolution of that dispute.

A failure by management to provide a response in the time required shall be deemed a denial of the complaint. A failure to appeal such denial within ten (10) calendar days of the date a response was due shall constitute a withdrawal of the complaint except that the Union shall have thirty (30) days from the date the response was due to invoke step

four. The Employer shall ensure that its supervisors and representatives do not repeatedly fail to respond to complaints in a timely manner and shall also ensure that its designees are authorized to settle matters subject to the complaint.

B. If a dispute arises from the action of an authority higher than the immediate supervisor, such dispute may be initiated at the appropriate step of this procedure.

C. Each agency shall provide the Union with a list (including telephone number, fax number and mailing address) of its appointing authorities and Heads of Principal units (or designees).

D. Only designated Union representatives may represent employees or file appeals under this procedure. For purposes of this Article, stewards, Union staff and Union officers shall be considered designated Union

representatives. The Union will provide a list of the names of the aforementioned (to include telephone numbers, fax numbers and mailing addresses) to the Executive Director of the Office of Personnel Services and Benefits. An employee's complaint must be signed by a Union representative of AFSCME.

E. Stewards and Union representatives referred to in this procedure shall be granted reasonable time off with pay to process disputes pursuant to this Article during working hours. Meetings scheduled pursuant to this Article shall be scheduled at a mutually agreeable time during the regular working hours of the Union representative and Employer representative, if possible, but such meetings may be waived by mutual agreement. If the Union and Employer representative do not work on an overlapping schedule, the meeting shall be scheduled during regular

day shift hours and, upon request of the Union representative, his/her schedule shall be adjusted if it is consistent with operational needs without regard to the restrictions in Article 6, Hours of Work. There shall be no overtime or compensatory time earned for the processing of a complaint or attendance at a meeting under this Article.

F. A written complaint shall state the issues including a citation to the relevant portion of the MOU allegedly being violated.

G. Each party shall make every effort to resolve a dispute at the lowest level possible.

ARTICLE 32. ACCOUNTABILITY

Supervisors 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 Executive Director 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). 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.

In the event that a particular bargaining unit does not obtain sufficient votes to ratify this Agreement, the Agreement will be rendered invalid only as to that bargaining unit and the remainder of the Agreement shall not be affected and shall be given full force and effect.

ARTICLE 36. CHILD CARE

At the request of the Union, the Union and the Employer agree to form a statewide joint labor-management committee on childcare. The committee will be composed

of six (6) representatives for the Union and six (6) representatives for the Employer.

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

The Employer will provide, to the extent possible, safe, secure, healthful working conditions for all employees. The Employer agrees to comply with the federal Occupational Safety and Health Act (OSHA) and all other applicable federal, State and local laws and regulations, and departmental safety rules and regulations. All employees shall comply with all safety rules and regulations established by the Employer.

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

In order to provide a safe and healthful workplace, principal unit level LMC's shall establish Health and Safety Committees where they do not already exist and at the request of the Union. Each committee will be composed of an equal number of representatives appointed by the Union and the Employer and will be co-chaired by a Union and Employer representative. A Union representative must be a member of the unit but either party may be accompanied by staff and/or other subject matter experts who may participate, but not vote, at meetings. Each party shall prepare and submit an agenda to the other party one week prior to any scheduled meeting. If neither party submits an agenda, the meeting shall be canceled.

Each committee's general responsibility will be to provide a safe and healthful workplace by recognizing hazards and recommending the abatement of hazards and educational programs. Each committee will:

1. establish an accident reduction target for each fiscal year;
2. meet on an established schedule;
3. arrange periodic inspections to detect, evaluate and offer recommendations for control of potential health and safety hazards;
4. appoint members of the committee to participate in inspections, investigations, or other established health and safety functions to the extent necessary;
5. receive and review a quarterly summary of job-related health and safety reports including accident reports and make appropriate recommendations;
6. investigate all types of employee job-related accidents and all types of occupational illnesses and make recommendations;
7. promote health and safety education;
8. study the use of VDTs and make appropriate recommendations to ensure the health and safety

of employees regarding such use;

9. maintain and review minutes of all committee meetings; and
10. review the availability and adequacy of first aid supplies and equipment and address any inadequacies;
11. review and recommend any measures to maintain a secure work force in view of the potential for a terrorist threat.

In cases where summary reports are provided, a committee member may request and receive an individual case file or report. In no case will an employee's records be provided when the law forbids disclosure. In addition, employees' names will normally be deleted but may be provided to all committee members in instances where committee members need to know the name(s) of employee(s) to effectively represent the bargaining unit(s) and disclosure of name(s) is not prohibited by law. The Employer may require committee members and union representatives to sign confidentiality statements.

Members of each Health and Safety Committee will be paid by the Employer while performing committee duties, including travel time, and will also be paid for any time spent in committee approved training related to health and safety. The Committee will develop an annual training program for its members. Each Health and Safety Committee will establish rules consistent with the above principles. A mechanism to coordinate the efforts of individual Health and Safety Committees will be established at each agency.

Section 4. Personal Protective Clothing and Equipment

The Employer will provide all personal protective clothing and/or equipment that are required by applicable laws, regulations, and policies. The Employer shall purchase or provide reasonable reimbursement to employees who are required to wear non-prescription safety glasses. For employees who wear prescription glasses, where non-prescription glasses do not provide adequate protection, the Employer shall provide reasonable

reimbursement for prescription safety glasses.

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 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.

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-specific plan shall be finalized by the LMCs within nine months from the ratification of the MOU.

3) 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.

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.

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. Indoor Air Quality

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

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 substance 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.

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 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 parties to this Agreement remain committed to working together to address any issues that arise relating to the Employer's administration of this policy.

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

The State and the Union recognize the benefit of helping employees return to work after an injury as quickly as possible. LMCs will be formed to evaluate light duty assignment procedures and make recommendations regarding the expansion of the current Managed Return-to-Work Program in each agency where the Managed Return-to-Work Program has not yet been implemented.

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 Executive Director of the Office of Personnel Services and Benefits and AFSCME 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

With the exception of Article 6, "Workweek, Work Time, Schedules, Overtime and Compensatory Time," Article 7, "Wages," Article 9, "Leave Accrual," Article 10 "Leave with Pay," Article 19, "Within Grade Increases," Article 25, "Insurance and Benefits," and any other provision that has a budgetary impact to the State or otherwise requires legislative approval or the appropriation of funds, this Memorandum of Understanding ("Agreement") incorporates the matters of agreement reached by the State of Maryland, as employer, and American Federation of State, County and Municipal Employees, Council 3, as exclusive representative for bargaining units A, B, C D & F, in negotiations consistent with Md. Code Ann., State Pers. & Pens., § 3-501, which gubernatorial matters of agreement are

within the executive authority of Larry Hogan, as Governor.

Upon ratification of this Agreement consistent with State Pers. & Pens. § 3-601, if ratification is completed prior to January 1, 2018, all gubernatorial matters of agreement (all terms excepting Article 6, "Workweek, Work Time, Schedules, Overtime and Compensatory Time," Article 7,"Wages," Article 9, "Leave Accrual," Article 10 "Leave with Pay," Article 19, "Within Grade Increases," Article 25, "Insurance and Benefits," and any other provision that has a budgetary impact to the State or otherwise requires legislative approval or the appropriation of funds) shall take effect January 1, 2018 and such gubernatorial matters of agreement shall remain in effect for a period of three years, through December 31, 2020 as authorized under State Pers. & Pens. § 3-601(b).

The terms of Article 6, "Workweek, Work Time, Schedules, Overtime and Compensatory Time," Article 7, "Wages," Article 9, "Leave Accrual," Article 10, "Leave with Pay," Article 19, "Within Grade Increases," Article 25, "Insurance and

Benefits," and any other provision of the Agreement that has a budgetary impact to the State or otherwise requires legislative approval or the appropriation of funds under Pers. & Pens. §§ 3-501(c)(2)(ii) and (d)(2) shall stand as executory pending approval by the Governor-elect and the General Assembly, in calendar year 2019 under the Maryland Gubernatorial Transitions Act, Md. Code Ann., State Government Art., §§ 3-201 *et seq.*, and in budget years thereafter as consistent with the Maryland Constitution.

Any article, section, clause or phrase of this Agreement that by a final order of the Maryland judiciary is declared invalid as inconsistent with Pers. & Pens. §§ 3-301, 3-501, or the Gubernatorial Transitions Act, shall be severable, and it shall be treated as inoperative and removed from the balance of the Agreement. If an article, section, clause or phrase of the Agreement is declared unconstitutional, illegal or invalid, all other articles, sections and provisions of the Agreement shall survive, remain operative and they shall continue in effect through December 31, 2020. Upon receipt of a final order that declares invalid any provision of

the Agreement, the employer and the exclusive representative shall promptly meet to bargain over a substitute for the invalidated provision.

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 A, B, C, D, or F 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. DURATION

Section 1. Duration

This MOU shall become effective on January 1, 2018, upon signing (subsequent to a proper ratification by both parties) and remain in effect through December 31, 2020.

Section 2. Limited Reopeners

Notwithstanding the provisions of Section 1, Duration, either party may reopen this MOU in September of each succeeding year for the purpose of negotiating over economic issues for the following fiscal year and any other matter mutually agreed upon. All other terms and conditions of this MOU shall remain in full force and effect during any such reopener throughout the duration of this MOU. In the event that there is a change in law affecting the legally permissible scope of bargaining, either party may reopen this MOU to negotiate the newly negotiable matters.

This M.O.U. is hereby accepted by the parties on this day, December 31st, 2017.

For the State of Maryland

Larry Hogan
Governor

David R. Brinkley
Secretary
Department of Budget and Management

Cynthia Kollner
Chief Negotiator and Executive Director of Personnel Services and Benefits

Units A, B, C, D, F, &H

For the American Federation of State County and Municipal Employees, AFL-CIO

Patrick Moran
President

Unit H Only

For the International Brother of Teamsters

Denis Taylor
President/Business Agent

AFSCME Maryland, Council 3 Bargaining Team Members

UNITS A-F

Andrea Blair
Timothy Bolden
Nathaniel Bruce
Laura Butler
Larry Chriscoe
Anthony Crawford
Jody Curry
Christine Duffy
Susan Felton
Kevin Gross
Marcy Hendricks
Janice Howlin
Wynton Johnson
Flo Jones
Donald Jordan
Michelle McIntyre
Melissa McLeod
Ginger Noble
Anissa Pierce-Sessoms
Veronica Powell
Brian Ross
Moe Said
Terri Samuels
Yvette Thompson
Maria Thompson
Marcelle Williams
Mildred Womble

UNIT H

Ben Ambos
Rick Bartlett
Terry Brown
Reginald Carter
Jamaal Craddock
Jason Daddysman
Rai Douglas
Chris Duffy
Jeff Grabenstein
Denise Henderson
Octavia Kidd
Charlotte Leach
Patrick Okafor
Kyle Shanholtz
Robert Smead
Rownite Stevens
Gethsemani Ugochukwu
Duren Williams

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