

**MOU FOR BARGAINING UNIT K  
PREAMBLE**

This Memorandum of Understanding (Agreement) is entered into by the State of Maryland (Employer) and the Maryland School for the Deaf Faculty and Staff Association/AFT/AFL-CIO Local 4828 (the 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 K 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, the Collective Bargaining Law (Title 3, State Personnel and Pensions Article), and the Public Employee Relations Law (Title 22, State Government 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), and the Public Employee Relations Law (Title 22, State Government Article), the Employer recognizes the Union as the sole and exclusive representative in all matters establishing and pertaining to wages, hours and other terms and conditions of employment for all employees in Bargaining Unit K. The following classifications comprise Bargaining Unit K: Faculty (MSD-9009), Teacher Aide (MSD-9471MSD) and MSD Registered Nurse (MSD-5213). The positions in this unit Bargaining Unit K are listed in § 3-101(g) of the State Personnel and Pensions Article.

The Employer will not negotiate with any other union or employee organization on matters pertaining to wages, hours, and other terms and conditions of employment for all employees in Bargaining Unit K and will not allow non-exclusive representatives or other employee organizations to address new employees 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 statutory policy to use State employees

to perform all State functions in State operated facilities in preference to contracting out with the private sector. The employer agrees to not enter into a contract with a corporation, non-profit, business, or other private vendor entity to provide services that would displace continuing bargaining unit positions. 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 Public Employee Relations Law (Title 22, State Government Article);
- e. the principles of efficient administration of government, including limiting the fragmentation of government administrative authority; and
- f. the recommendations of the parties involved.

## **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 (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 affiliation.

## **Section 2. Training to address workplace discrimination**

The Employer and the Union acknowledge a shared commitment to fostering a workplace that upholds the principles of equality, respect, and fairness for all employees. In furtherance of this commitment, the parties agree to establish a school-wide Labor Management Committee (LMC) with the primary objective to develop a comprehensive anti-discrimination training program that will educate both employees and supervisors on the importance of maintaining a discrimination-free workplace.

The LMC shall consist of ten individuals. Five (5) members shall be selected by management, and Five (5) members shall be selected by the Union. The LMC shall be co-chaired by one representative designated by the School Superintendent, and one representative designated by the President of the Union; it shall operate in accordance with the provisions for a school-wide labor-management committee, described in Article 35, Labor Management Committees.

Training objectives shall include, but not be limited to:

1. **Educate on Anti-Discrimination Laws:** Provide an understanding of state and federal anti-discrimination laws, ensuring that all employees and supervisors are aware of their rights and responsibilities.
2. **Promote Cultural Sensitivity and Inclusivity:** Foster an environment that celebrates diversity and encourages open-mindedness by addressing cultural awareness.
3. **Prevent Harassment and Discrimination:** Equip participants with the knowledge and tools to identify, address, and prevent all forms of harassment and unlawful workplace discrimination.
4. **Empower Bystanders:** Encourage bystanders to intervene and support victims of discrimination, thereby creating a collective effort to maintain a safe and respectful workplace.
5. **Educate on Reporting Procedures:** provide an understanding of current reporting mechanisms for employees to raise concerns about discrimination, ensuring that complaints are addressed promptly.

Employees and management shall be required to attend this training once every two (2) years.

## **Section 3. 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 4. Equal Employment/Affirmative Action/ADA**

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

## **Section 5. 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 State through its appropriate officers and employees has the right to:

- 1) Determine the mission, budget, organization, numbers, types and grades of employees assigned, the work projects, tours of duty, methods, means and personnel by which its operations are to be conducted, technology needed, internal security practices, and relocation of its facilities;
- 2) Maintain and improve the efficiency and effectiveness of governmental operations;
- 3) Determine the services to be rendered, operations to be performed, and technology to be utilized;
- 4) Determine the overall methods, processes, means, and classes of work or personnel by which governmental operations are to be conducted;
- 5) Hire, direct, supervise, and assign employees;
- 6) Promote, demote, discipline, discharge, retain, and lay off employees;
- 7) Terminate employment because of lack of funds, lack of work, under conditions where the employer determines continued work would be inefficient or nonproductive, or for other legitimate reasons;
- 8) Set the qualification of employees for appointment and promotion, and set standards of conduct;
- 9) Promulgate state or department rules, regulations, or procedures;
- 10) Provide a system of merit employment according to the standard of business efficiency; and
- 11) Take actions, not otherwise specified in this Article necessary to carry out the mission of the Employer.

### **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:**

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.

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.

## **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, the Union shall designate primary and alternate stewards for each campus. These stewards shall be designated by the Union to 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 MSD's 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 job 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), the Public Employee Relations Law (Title 22, State Government Article), law or regulation.

### **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 and the administration of the Maryland School for the Deaf in writing of the names of designated Union representatives and stewards prior to assumption of 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 during work hours, 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;
- 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;  
or
- 7) hearings by the state legislature whereby a Union representative or Steward may be called to testify on any legislation impacting the working conditions of bargaining unit members.

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 Union representatives or stewards who need release time within 48 hours of the scheduling of the meeting. The employer shall notify in writing the direct supervisor of the employee to be released and provide a copy of the notification to the employee. 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.

### **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 fifteen (15) 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. Meeting Space**

Union representatives may request the use of state property to hold union meetings. Upon prior notification, the Employer will provide meeting space 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 6. 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 at the Employer's premises.

In the year following the effective date of this agreement, the Employer and the Union will meet and confer in good faith about the possibility of designating one room on each campus that may serve as the Union's office. The room shall be able to place at a minimum one desk and two chairs, and it shall have a lockable door.

### **Section 7. 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, and approval for use will not be withheld unless such use interferes with official State business.

### **Section 8. Bulletin Boards**

The Employer shall provide physical or electronic bulletin boards at each work location in areas mutually agreed to on a local basis, for the exclusive use of the Union. Bulletin boards shall be located on campus buildings at each campus where the Employer and Union agree a substantial number of represented employees frequent during the workday. 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. In the case of electronic billboards, only an official from the Union may upload a post. 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 an electronic 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 9. 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. Confidentiality shall be maintained subject to the Employer's security needs. Union mass mailings by internal state mail will be limited to four (4) times per calendar year. The Union shall give the Employer reasonable notice in advance of mass mailings. The Union and the Employer shall develop a system for these mailings. 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 10. 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 meal periods.

### **Section 11. New Employee Orientation**

The Union will provide the Maryland School for the Deaf's 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 forty-five (45) minute presentation which may include an enrollment in supplemental Union benefits. The parties shall encourage employee attendance, although attendance shall not be mandatory.



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 forty-five (45) minutes. Employee participation in these meetings shall be encouraged although an employee shall not be required to attend such a meeting.

The Employer shall notify the Union of newly hired bargaining unit members as soon as practicable but no later than 10 days after the employees start date. This notification shall be in an electronic, searchable format and include the employee's name, Workday Number, and any other employee information that is required under Section 14 of this agreement.

## **Section 12. 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 the Maryland School for the Deaf. 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. The Union will be afforded the opportunity to provide this orientation at both campuses of the Maryland School for the Deaf.

## **Section 13. 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 14. Information Provided to the Union**

In accordance with State Government § 22-203, the employer shall provide, upon the written request of the Union, for each employee in the bargaining unit 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;
- e. Home and work site telephone numbers;
- f. Work e-mail addresses; and
- g. Position identification number

The Union shall abide by the restriction concerning the use of information as provided for in the State Government Article § 22-203(d).

Upon a written request from a member of the represented bargaining unit, the Union shall refrain from contacting said employee unless required by law or the written request is revoked by the employee.

### **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.

### **Section 16. Union credentials**

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

## **ARTICLE 5. SCHOOL YEAR, WORKWEEK, WORKDAY, SCHEDULES, OVERTIME, COMPENSATORY TIME, AND LIMITATION OF DUTIES**

### **Section 1. Scope**

This Article is intended to define the normal hours of work and, where applicable, 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. on Wednesday and ends at midnight on the following Tuesday.

### **Section 3. School year**

In accordance with § 7-103 of the Education Article, the school shall be open for pupil attendance for 180 days.

The school calendar shall include working days for returning 10-month, 10.5-month, and 11-month employees.

The scheduled school year of 10-month, 10.5-month, and 11-month employees shall in no event be more than

- A) 188 days for 10-month staff,
- B) 198 days 10.5-month staff, and
- C) 208 days for 11-month staff.

Newly hired teachers (10-month employees) shall work 190 days and be assigned additional days prior to the first duty day to attend the new employee orientation and participate in the new teacher mentoring program. Bargaining unit members who are specialists or support personnel may be assigned additional days as needed. Such days will be calculated at a per diem rate of pay.

#### Professional Development/Staff Days

1. Prior to the first day of school, there shall be five (5) professional development days designated for teachers and employees to focus on instruction, casework, class planning, and improving student achievement. At least one full day of these beginning-of-the-year professional development days shall be for staff to prepare their classroom or working area.
2. Throughout the school year, there will be designated professional development/planning days built in the school calendar which include but are not limited to parent/teacher conferences. Employees will follow the current school year calendar for inclement weather make-up days.

#### **Section 4. Standard Workweek**

Except as noted below, the standard workweek for full-time employees consists of five (5) consecutive eight (8) hour days (inclusive of a half hour lunch break), Monday through Friday each week. Non-overtime hours and starting and quitting times for such employees shall be the same throughout the standard workweek. All classroom teachers will be assigned appropriate starting and dismissal times, provided that their total regular workday will be no longer than eight (8) consecutive hours except for when department meetings are held. It is recognized that teachers are professional, and, therefore, their primary duties may not always be accomplished entirely within the scheduled workday.

- A. Except in cases of emergency for all staff, the number of department meetings shall be no more than 1 per week and extend no longer than one (1) hour in length beyond the regular workday.

- B. Except in cases of emergency for all teachers, either campus-wide or within departments, there may be no more than one additional mandatory professional meeting other than department meetings per week. Appropriate activities for the use of this time include but are not limited to, the following: Analyzing student data; Collaboratively preparing lesson plans; Responsibilities related to assessment, including benchmarking, and creation of rubrics and alternate assessments; Reviewing, discussing, and planning related to curricula and assessments; Planning and discussions related to the implementation of IEP plans including behaviors; Professional development activities related to instruction, curriculum and assessment, and behavior management/fostering positive student learning.

## **Section 5. Workday**

### **A. Reporting Time**

A bargaining unit employee's reporting time shall be 15 minutes prior to the time designated as the beginning of the student instructional day.

### **B. Length of Workday**

A bargaining unit employee's workday shall be no longer than eight (8) consecutive hours per day including a half hour lunch break, with the exception noted above for departmental meetings.

### **C. Duty Free Lunch**

All bargaining unit employees shall be entitled each day to a duty-free, paid lunch break approximately midway through the workday to be no less than thirty (30) consecutive minutes except on days when out on all-day field trips or days on which special events are held. The employer may stagger employee schedules so as to cover a classroom while the employee is in this lunch period; however, no bargaining unit employee shall be required to work more than six (6) consecutive hours without being offered this duty-free lunch break.

The employer will provide employees with an area suitable for eating in reasonable proximity to their work area wherever possible. In institutional settings wherever possible, the eating area will be away from students.

### **D. Planning Period**

Classroom teachers assigned full-time to the elementary department (pre-school through grade 5) will have at least sixty (60) minutes per school day within the regular student contact hours, excluding recess, for the purpose of planning, preparation, and evaluation of instructional activities.

Classroom teachers assigned full-time to the middle school department (grades 6-8) will have a minimum range of at least sixty (60) minutes up to

ninety (90) minutes per school day within the regular student contact hours for the purpose of planning, preparation, and evaluation of instructional activities.

Classroom teachers assigned full-time to the secondary departments (grades 9-12) will have at least ninety (90) minutes per school day within the regular student contact hours for the purpose of planning, preparation, and evaluation of instructional activities.

The aforementioned planning periods shall be allotted in blocks of at least thirty (30) minutes.

It is recognized that unforeseen circumstances and mandated meetings such as IEP meetings occur during the school hours which may impact classroom teachers' planning periods and may be unavoidable. The Employer will make reasonable efforts to minimize the disruption of the teachers' planning periods which may not be fully avoided in case of IEP meetings or unforeseen circumstances.

In cases where the school opens late or closes early due to hazardous conditions, the school will make reasonable and good-faith efforts to give classroom teachers planning time that is at a minimum the equivalent to one class period.

## **Section 6. 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, they will be posted at least fourteen (14) calendar days prior to the effective date of the posted schedule unless the current practice is for a longer posting period, in which case 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 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).
- D. Limitation of Duty: Substitute teaching

Except when a substitute cannot be secured or supporting service personnel (assistants) are not available, volunteers will be solicited to provide internal substitution. If no volunteers are available, administrators may assign a bargaining unit member, including teachers, to provide coverage. Classroom teachers who are asked to provide substitution will be compensated at the rate of \$43.23 for each class they serve as a substitute. Teacher usage shall be only as a matter of last resort.

Aides and other bargaining unit employees who are not classroom teachers who are asked to provide substitution may be dismissed at 3 pm or earlier as compensation for taking on the extra duty of providing substitution.

- 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’s 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 7. Schedule Change/Approved Leave**

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

### **Section 8. 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 9. Change in schedule due to emergency conditions**

In cases when emergency conditions or inclement weather arise resulting in abbreviated school days (*i.e.*, delayed opening and/or early dismissal days), the work day of teachers/bargaining unit employees will begin no more than fifteen (15) minutes before the scheduled student starting time on the delayed opening day, and end as soon as all students under the bargaining employees’ direct supervision have departed the school grounds or are otherwise relieved of duty by their direct supervisors. When a bargaining unit member arrives after the start time established above, they shall be required the use of leave.

In the event of an early dismissal, the school administrators may require a reasonable number of bargaining unit members to remain on duty in excess of stated student dismissal time, if they are needed to care for the students.

### **Section 10. Overtime Distribution**

The Employer and the Union will discuss overtime distribution policies as they arise at the school-wide LMC. The Employer agrees to follow its existing overtime distribution policies until changed as a result of Employer/Union negotiation.

## **Section 11. Payment For Overtime**

The current practice regarding eligibility for overtime shall be maintained.

Employees covered under FLSA, with the approval of the employer, may elect to take compensatory time, paid at time and one-half, or for weather-related emergencies, 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.

In addition, such employees with the approval of the employer or the appointing authority may request compensatory time in lieu of cash for such holiday work.

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. For employees who are FLSA covered 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, for all FLSA covered employees, will be paid upon an employee leaving State service or upon death, to the employee's estate, at a rate, which is the higher of:

- The final regular rate received by the employee; or
  - The final average regular rate received by the employee during the last three years of employment.
1. Work time includes time during which an employee:
    - (a) Is on duty, whether at the employee's principal job site or at a remote location as part of the State's Telecommuting Program;
    - (b) Is on paid leave;
    - (c) Participates in training activities as a job assignment;
    - (d) Is on the Employer's premises and is on call and waiting for work;
    - (e) Is not on the Employer's premises, but is on call and waiting for work, and the employee's personal activities are substantially restricted;

- (f) Is changing into and removing program-specified clothing and equipment necessary for the performance of the job;
  - (g) Participates in activities that are job-related immediately before the beginning or immediately after the end of an assigned shift;
  - (h) 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;
  - (i) 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;
  - (j) Travels between home and a work site other than the assigned office, in accordance with the Standard Travel Regulations;
  - (k) 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
  - (l) 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.
2. Work time includes any other time defined as work time under the Fair Labor Standards Act (FLSA), if applicable.
  3. 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.

## **Section 12. 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 13. 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.

### **Section 14. Additional Compensable 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 15. Stand-By Pay**

Employees are entitled to stand-by pay if required to remain on the Employer's premises or so close thereto that the employee cannot use the time effectively for his/her own purposes. Standby 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 employee who is placed on call shall not be required to perform any duties the employee is not qualified to perform.

### **Section 16. Compensatory Time (Non-exempt Employees)**

Employees who provide appropriate justification and documentation of time worked at least 1/2 hour beyond the employee's regular workday shall be credited with compensatory time.

### **Section 17. Bilingual Pay**

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

## **ARTICLE 6. WAGES**

### **Section 1A. Wages**

All bargaining unit employees who are otherwise eligible shall receive an increment effective July 1, 2024, or January 1, 2025, based on the employee's entry on duty (EOD) date.

Effective July 1, 2024, a general cost of living adjustment wage increase (COLA) consisting of 3% will be added to each grade and step of the pay plan(s) affecting bargaining unit employees.

Effective January 1, 2025, bargaining unit employees who have an entry on duty date that is prior to June 30, 2019, and who have been continuously employed with the State, will receive an additional step. In accordance with Salary Guideline 16A, this additional step will be processed after the January 1, 2025, Fiscal year 2025 increment that an employee may receive on January 1, 2025.

The following provision applies only to bargaining unit employees on the standard pay plan: On January 1, 2024, the State will add steps 25 and 26 onto the Standard Salary Schedule. On June 30, 2024, the State will eliminate step 2 from the Standard Salary Schedule.

### **Section 2. Uniform pay plan LMC**

To fulfill its obligations under § 8-3A-10 of the Education Article, beginning in April 2024, the school shall form a school-wide LMC to study the pay, benefits, and salary scales of comparable educator positions at Howard County and Frederick County Schools. In the event that salary scales for Frederick County Public Schools and Howard County Public Schools are not available at that time, the LMC will assume a 2% across-the-board increase, or the percentage required to bring the lowest teacher salary to the minimum required under the Maryland Blueprint, for the salary scales, with the intention that once the Frederick County Public Schools and Howard County Public Schools salary scales are released, the MSD salary scales will be adjusted either up or down to the average of the two counties' salary scales.

The LMC shall submit its findings and recommendations to the MSD Board of Trustees and the Union upon completion. Once the MSD Board of Trustees approves the new salary scale at the September Board of Trustees meeting, this salary scale will be provided to DBM for inclusion in the state budget. The School, the Union, the MSD Board of Trustees, and the LMC understand that the salary scales are part of the MSD budget and therefore are privileged information until such time as the budget is released by the Governor.

The approved salary scales shall be in effect for three years from the beginning of fiscal year 2026. The salary scales will be reviewed every three years. The LMC will only meet every three years to review the salary scales of both Howard County Public Schools and Frederick County Public Schools.

## **ARTICLE 7. HOLIDAYS AND SCHOOL BREAKS**

This Article governs holidays except as otherwise provided by law or regulation.

### **Section 1. Holidays during the school year**

The following holidays will be observed during the school year:

New Year's Day

Dr. Martin Luther King Jr.'s Birthday

President's Day

Memorial Day

Labor Day

Columbus Day

Thanksgiving Day

Day After Thanksgiving

Christmas

Juneteenth (will be observed as a holiday only if the school year is extended due to inclement weather or other emergency closings)

The Friday Before Easter

The Monday After Easter

Christmas Eve through January 1

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 that falls on a day within the school year.

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.

### **Section 2. Work on Holidays and Breaks**

An employee who is required to report to work at a MSD campus 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 in addition to receiving up to eight (8) hours of holiday compensatory time for that work. An employee must use holiday compensatory time within one (1) year after having accrued that time.

Employees may use personal leave or holiday compensatory time for the purpose of religious observance, with proper notification to the employer. An employee may arrange with their supervisor for religious observance compensatory time to be earned prior to religious observances.

## **ARTICLE 8. LEAVE ACCRUAL**

### **Section 1. Personal Leave**

Bargaining unit employees accrue personal leave in accordance with § 9-401 of the State Personnel and Pensions Article. For each calendar year, an employee of the Maryland School for the Deaf who works 11 months or less in a calendar year is entitled to 3 days, not to exceed 24 hours, of personal leave with pay at the beginning of the first full pay period of the calendar year.

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 10, Sick Leave. Use of personal leave for sick leave purposes shall be permitted and taken in accordance with Article 10, Sick Leave, of the MOU.

### **Section 2. Sick Leave**

Employees shall earn fifteen (15) days or up to one hundred twenty (120) hours of sick leave each year as determined by State Personnel and Pensions § 9-502.

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.

### **Section 3. Timely Approval of Leave Requests**

Employees may request use of personal leave within 15 minutes before that leave is to begin. Requests will not be denied unreasonably. The issue of more employees requesting the use of personal 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 10, Sick Leave. 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.

## **ARTICLE 9. 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 the employee provides appropriate documentation. Employees who are scheduled on other than a day

shift shall be reassigned to a day shift. If, after reporting for jury duty, the employee is dismissed for the day, the employee shall return to work if time permits. An employee who is selected for jury service shall notify the Employer as soon as practical.

## **Section 2. Bereavement Leave**

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

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

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

Appropriate documentation includes a death certificate, funeral slip, or obituary notice. When additional time is requested by the employee, the supervisor shall make reasonable good-faith efforts to arrange the work so 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, 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, with the appropriate documentation, unless the employee is currently on suspension.

An employee who is a party to an action against the State, or its agents, is considered on duty for grievances, disputes, or disciplinary appeals before the Office of Administrative Hearings or the Labor Relations Board. An employee who is not on paid

leave or approved leave without pay shall be considered on duty when attending a Worker's Compensation Hearing.

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

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

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

#### **Section 5. Emergency Conditions**

##### **A. Definitions**

1. Emergency condition – means a circumstance declared by the State of Maryland, Frederick County, or Howard County 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 a MSD campus is closed prior to the start of normal work hours or shifts due to the declaration of an emergency condition, bargaining unit 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. Delayed Starting Time – When a determination is made to delay the opening of a MSD campus due to a declared emergency situation, bargaining unit employees are required to report fifteen (15) minutes prior to the delayed start time and to

work until the close of the school day, unless the employee is granted permission to use leave; bargaining unit 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.

3. Early Release – When a MSD campus is closed after the start of regular work hours, bargaining unit employees are dismissed early. However, certain bargaining unit employees may be required to remain at work until all non-residential students have left campus. 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, bargaining unit employees will not be required to work when the campus to which they are assigned is closed due to declared emergency conditions.

A bargaining unit 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 campus to which they are assigned will be credited with two hours of work time for each hour actually worked during the closure.

#### 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, 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 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 And Workshops**

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 and workshops that are “job related”. The Employer may, but is not required to, reimburse the costs associated with these meetings and workshops. Leave under this provision shall not be arbitrarily denied. Should the Employer require the employee to attend, the cost of such training will be paid by the Employer.

### **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 thirty (30) days of disaster service leave in any 12-month period only after obtaining approval from the employee’s appointing authority.
- c) Employment status for the purposes of certain claims. For purposes of workers compensation and the Maryland Tort Claims Act, while an employee is using disaster service leave, the employee is deemed not to be a State employee.

### **Section 9. Religious Observance**

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

### **Section 10. Vaccine Leave**

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

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



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

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

### **Section 11. COVID-19 Leave**

Effective January 1, 2024, through December 31, 2024, employees who test positive for COVID-19, will be eligible to use up to 5 days (NTE 40 hours, prorated for part-time employees) of paid COVID-19 Leave in place of an employee's own leave or leave without pay to recover from COVID-19.

To receive COVID-19 Leave, employees must provide Human Resources the following:

- (1) a positive COVID test dated no sooner than three days prior to the first day of leave requested, and no later than the last day of leave requested; and
- (2) a written request on a form prescribed by the Secretary of Budget and Management for COVID-19 Leave which shall be provided to employees as needed and available online at the DBM website.

An employee must submit the required documentation to Human Resources by the end of the pay period that follows the pay period the employee is requesting COVID-19 Leave.

COVID-19 Leave must be taken consecutively and used in full-day increments; however, an employee is not required to use all 5 days of COVID-19 Leave at once. This leave will be available to employees of SPMS and MSD.

## **ARTICLE 10. 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 increase overtime costs, exacerbate 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 worksite 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 or More Consecutive Days**

The Employer may 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. Disciplinary Action**

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 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 or for being subject to a documentation requirement. This does not preclude appropriate disciplinary action for use of sick leave for purposes other than described in Section 1. The procedure described in this Article, and disciplinary procedures, shall be the sole procedures available to address issues related to sick leave use and abuse.

## **ARTICLE 11. LEAVE BANK AND LEAVE DONATION PROGRAM**

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

A new employee may donate one day (eight hours) of Personal Leave to the State Employees' Leave Bank within the first sixty (60) days of their employment. All other

employees may donate one day (eight hours) of Annual, Personal, or Sick Leave to the State Employees' Leave Bank during the open enrollment period. Sick Leave may only be donated if the employee has a balance of 240 hours after the donation. The employer shall hold an open enrollment period during the health insurance open enrollment period.

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

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

## **Section 3. Employee To Employee Leave Donation Program**

An employee may voluntarily donate annual, sick or personal leave to another employee who has exhausted all available leave because of a serious and prolonged medical condition. The donating employee shall designate the recipient. Eligibility to receive Employee to Employee Leave shall be determined in accordance to the same criteria as COMAR. Bargaining Unit employees shall not be subjected to the same criteria for Employee-to-Employee Leave Donations as for use of leave from the Leave Bank. The recipient may only use the leave for an illness or disability that exists at the time of the donation.

## **Section 4. Short Term and Long-Term Disability Policies**

The Union and the Employer agree to negotiate the possible implementation of Short Term and Long Disability Policies with the intent of replacing the State Employees Leave Bank, the Employee-to-Employee Leave Donation Program.

# **ARTICLE 12. 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 and elect to accept the employee's request for reinstatement. However, reinstatement is not guaranteed. When an employee on a leave of absence is reinstated, the Employer will use good faith efforts to return the employee to his/her previous work location.

Furthermore, a bargaining unit employee may apply for, and the Superintendent may grant, a Leave of Absence without Pay for: Personal Illness; Birth or adoption of a child; Service that is Government Sponsored; and/or Subsidized; Service in a Professional or

Employee Organization or Study. The Superintendent or his designee and the Employee must agree upon the precise time period of such leave in advance, which may not exceed a period of two (years). Application for a Leave of Absence without Pay should be made as soon as possible, but not less than three (3) months prior to the effective date when circumstances are foreseeable. However, if good cause is shown for giving notice of less than three (3) months, the Superintendent may, at their discretion, entertain such requests. In considering the School's position regarding the length of leave, the Superintendent may take into account the needs of the School, the School's ability to replace the Employee for the time period requested and other legitimate concerns. The employee will receive written notification of the Superintendent's decision.

During the leave of absence, the employee will send written notification to the Superintendent and Personnel Office of their intent to return or resign by March 1st of the following year.

## **Section 2. Unpaid Union Leave**

Upon request of the Union's President or designee, the employer will grant leaves of absence without pay to bargaining employees who serve as Union representatives or officers for up to a one hundred twenty (120) calendar day period 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 two employees per year who must be from different Departments. An employee's entrance on duty date will not be changed, he/she will not be separated from payroll, and he/she will be restored to his/her previous position at the conclusion of such leave.

## **Section 3. Educational Leave**

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

In considering the School's position regarding the length of educational leave, the Superintendent may take into account the needs of the School, the School's ability to replace the Employee for the time period requested and other legitimate concerns. Reinstatement is subject to the approval of the Superintendent and is not guaranteed. When an employee is reinstated every effort will be made to return the employee to the same position or a position the employee is qualified for.

## **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 13. 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. Placements of documents in an employee's personnel file.**

Once per year, an employee may request the employer place in her or his personnel file material indicating new special competencies, achievements, performances, or contributions of an academic, professional, or civic nature that has been recently recognized. When such material is received from outside, competent responsible sources, it shall also be included in the employee's file.

#### **Section 3. 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 4. 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 5. Anonymous Materials**

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

#### **Section 6. Rebuttal**

Employees shall have the right to respond in writing and/or through 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 7. 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 14. JOB CLASSIFICATION**

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

This section applies to only those BU positions over which DBM retains classification authority. 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) 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.

The employee (and Union representative, if chosen) will be provided with a copy of the Employer's findings upon request.

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

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. Transcript Review**

This section applies to all bargaining unit employees over which MSD has salary authority. Employees shall submit an official transcript to the Personnel Office for a review and consideration of a possible salary adjustment. A request for salary review will not be considered if an official transcript is not submitted. The Personnel Office will complete its review and make a determination within 30 days after the employee provides the official transcript to the Personnel Office.

For a course to count toward a salary adjustment, the faculty member must receive a grade of C or better.

Official transcripts may be ordered as “Parchment” from the institution where the employee earned the credits. The institution must send the official transcript (“Parchment”) electronically directly to the Director and/or Assistant Director of Personnel Services.

### **Section 3. Grade and Pay Changes**

The Employer shall provide at least thirty (30) days’ notice and shall meet with the Union over any change in grade or pay for a particular classification or job series or before implementing a new classification or job series. The Union may propose alternatives to the Employer-proposed changes during the thirty-day period.

The union may contest this change at any time if the employer failed to notify and meet with the union.

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

The Employer shall provide at least (30) thirty days’ notice and shall meet and confer with the Union over any new or revised classification specifications. The Union may propose alternatives to the Employer-proposed changes during the thirty-day period. The Employer shall negotiate with the Union on other classification issues as required by State personnel law.

The union may contest a classification at any time if the employer failed to notify and meet with the union over any new or revised classification specifications.

## **ARTICLE 15. 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 and have an opportunity to discuss any changes with their Supervisor. 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.

The Employer will apply its established job description standards, procedures, and guidelines in a fair and equitable manner. Bargaining unit members may file a grievance under Article 23 “Dispute Resolution Procedure” of this MOU if the employer has failed to apply those standards when changing a job description.

## **ARTICLE 16. PERFORMANCE EVALUATION**

The Performance Evaluation is intended to facilitate communication between employees and supervisors regarding expectations and job performance. The process offers employees and supervisors an opportunity to acknowledge the successes achieved over the year, and to openly discuss areas for enhancement and improvement. In cases of

poor performance, it is meant to compliment the disciplinary process by providing a means to assist employees to improve.

In addition, the parties recognize the role teacher evaluations play in employees maintaining licensure with the Maryland State Board of Education. As such, the parties understand the need to maintain a separate evaluation process for classroom teachers and for the rest of the skilled and professional employees working at the Maryland School for the Deaf. The teacher evaluation process shall still fulfill at a minimum the requirements for evaluation of state employees found in the State Personnel and Pensions Article Title 7, Subtitle 5, of the Maryland State Code.

### **Section 1. Qualified Evaluators**

The Superintendent or designee shall provide to the Union a list of approved evaluators for classroom teachers prior to the beginning of the school year.

Evaluators shall be trained in the standards for evaluation, and have their training updated every 3 years or whenever the standards and criteria are updated.

### **Section 2. Standards for the annual evaluation of classroom teachers**

In recognition that teacher evaluation is an ongoing opportunity for continuous improvement, the Employer and the Union agree to establish a separate, school-wide Labor Management Committee to discuss performance evaluation criteria for classroom teachers. In the event that MSD proposes a change to the teacher evaluation process, the committee shall convene and use as a reference the general standards established in accordance with § 6-202(c) of the Education Article of the Annotated Code of Maryland. The committee will make recommendations to the MSD Board of Trustees for review and approval of the recommended revisions. The Union shall choose 4 classroom teachers to serve on this committee, and the employer shall appoint 4 school administrators to serve on this committee. This committee will be co-chaired by the superintendent's designee, and the Union's President, or their designee, and shall operate under the terms stipulated in this MOU, Article 35. Labor Management Committees. The committee will meet when both parties mutually agree.

### **Section 3. Forms for the Evaluation of Classroom Teachers**

The employer shall use one standard, uniform evaluation form in the performance appraisal of classroom teachers at the Maryland School for the Deaf. The form consists of five ratings. The ratings are as follows:

- Exceed Standards
- Proficient
- Basic
- Does not meet Standards
- Not applicable



That form shall be found in Appendix A of this MOU.

Any proposed changes to the classroom teacher evaluation form must be discussed at the Labor Management Committee described in Section 2 of this Article. Any final recommended changes to the evaluation must be reviewed and approved by the Maryland School for the Deaf Board of Trustees.

#### **Section 4. Performance Ratings for Classroom Teachers**

To be in compliance with the State Personnel and Pensions Article and in furtherance of the objectives of MSDE policies, classroom teachers' performance may be rated based on a combination of formal and informal observations as well as other variety of sources that the Performance Evaluation Criteria LMC described in section 2 finds appropriate, including but are not limited to samples of student work, student achievement, lesson plans, and professional communications including family communication. The LMC may also assign weights to the criteria elements as it sees fit.

The ratings are as follows:

1. Outstanding/Highly effective: Exceptional Performance. Achievements clearly are superior to the level of performance required for the job.
2. Satisfactory/Effective: Good Performance. The employee met the required and expected results for the job.
3. Unsatisfactory/Ineffective: Unacceptable performance that shows no significant progress or improvement. Improvement is critical.

There are only three ratings: Outstanding/Highly Effective, Satisfactory/Effective, and Unsatisfactory/Ineffective, to which numerical equivalents of 3, 2, and 1 respectively have been assigned for the purpose of calculating an overall score. In recognition of the classroom evaluation ratings are not in alignment with the standard state ratings, the scores will be converted based on the following:

- Exceeds Standards - 3
- Proficient & Basic - 2
- Does not meet Standards- 1

No incremental ratings (for example, 1.5, 2.7, etc.) shall be assigned by a supervisor to an individual performance standard or domain element.

#### **Section 5. Evaluation process for Classroom Teachers.**

Parallel with Maryland State Department of Education Regulations (COMAR 13A.07.09.04), all certificated classroom teachers shall be observed and evaluated, at a minimum, once per semester. Classroom observations of teachers professional practice

shall be conducted by qualified supervisors and designees who are on the list of approved evaluators as determined by the superintendent.

For probationary teachers, the appraisal system shall include:

- At least two observations per semester, at least one announced and one unannounced
- One evaluation per semester

For non-probationary teachers, the appraisal system shall include:

- At least one announced observation per semester
- One evaluation per semester

In addition to classroom observations, the Employer may conduct walk-throughs to ensure that all teachers receive adequate evaluation and guidance as necessary. Classroom walk-through is described as a brief, structured, informal and non-evaluative classroom observation and the intention is to observe the teaching learning process in the classroom. Priority will be given to probationary teachers and those who have demonstrated need of support. The Employer shall reserve the right to conduct additional observations for non-probationary teachers who are either on PIP or have demonstrated need.

For announced classroom observations, the classroom teacher must be notified no less than 24 hours. There will be no prior notification for unannounced observations.

The supervisor will complete a middle-of-year and end-of year evaluation, using the evaluation form described in Sections 3 and 4 of this article. For evaluation elements that are based on classroom practices, evidence gathered from the classroom observations may be used.

Upon completion of the classroom observation, the classroom teacher may request to meet with the evaluator and supervisor (if the observation is done by someone other than the employee's supervisor) to discuss the observation and evaluation. The classroom teacher shall be notified at least one day prior to the date of the review and discussion. Any overall rating of "Outstanding/Highly Effective" or "Unsatisfactory/Ineffective" assigned by a supervisor to an individual performance standard or behavioral element shall be justified with an adequate explanation in the Supervisor's Comments to support the rating. The classroom teacher may offer written comments to supplement the semesterly evaluation and may also write an end-of-the-school year evaluation reflecting on that employee's professional growth and development over the course of the year. These self-evaluations and responses to supervisor evaluations shall be included in the classroom teacher's personnel file.

The mid-year evaluation conference between the classroom teacher and the employer shall take place on December 1st and thereafter. The end-of-year conference between the employee and the evaluator shall take place on June 1st and thereafter.

## **Section 6. Intervals Between Appraisals for non-certificated employees**

Employees who are not classroom teachers shall receive written performance appraisals at six (6) month intervals according to their entry-on-duty date.

1. Employees with an EOD date between January 1 and June 30, the PEP Cycle begins January 1.
2. Employees with an EOD date between July 1 and December 31, the PEP Cycle begins July 1.

## **Section 7. Performance Ratings for Non-certificated Employees who are not classroom teachers**

For employees who are not classroom teachers, there will be a mid-year appraisal and an end-of-year appraisal, which will include a performance rating as follows:

1. Outstanding = Exceptional Performance. Achievements clearly are superior to the level of performance required for the job.
2. Satisfactory = Good Performance. The employee met the required and expected results for the job.
3. Unsatisfactory = Unacceptable performance that shows no significant progress or improvement. Improvement is critical.

There are only three ratings: Outstanding, Satisfactory, and Unsatisfactory, to which numerical equivalents of 3, 2, and 1 respectively have been assigned for the purpose of calculating an overall score.

No incremental ratings (for example, 1.5, 2.7, etc.) shall be assigned by a supervisor to an individual performance standard or behavioral element.

## **Section 8. Performance Standards for Employees who are not classroom teachers**

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

If an employee does not have an opportunity to perform work described by a standard or element, that standard/element will not be considered in the performance appraisal process. Standards/elements will be applied fairly, objectively and equitably. The Employer shall take into account equipment and resource problems, lack of training, frequent interruptions, and other matters outside of an employee's control when applying

standards/elements to performance. Preapproved time away from the job including sick leave, personal days, annual leave and authorized duty time for Union representational purposes and other authorized activities will not be considered negatively in the application of performance standards and behavioral elements. Evaluations shall fully take into account such approved absences in a measure of timeliness and quantity of work.

## **Section 9. Appraisal Procedure for Employees who are not classroom teachers**

For employees who are not classroom teachers:

1. Whenever an employee is assigned to a different supervisor during the rating cycle (whether through a change in position or simply a change in supervisor), the supervisor shall meet with the employee as soon as possible to: review the Position Description (form MS-22) for accuracy and to make any changes, if necessary; understand and clarify the duties being performed by the employee; identify expectations regarding tasks to be performed during the next rating cycle; and plan for any training, if necessary.
2. The employee's supervisor will prepare a preliminary mid-year and end-of-year performance appraisal. If the immediate supervisor is not available, the second level supervisor shall prepare the appraisal. If the evaluating supervisor is not the direct supervisor, he/she must have actual knowledge of the employee's performance.
3. At the end-of-cycle evaluation, the employee may, but is not required to, complete a self-assessment prior to the evaluation meeting for use in discussing the employee's performance. If the employee completes a self-assessment, it should be discussed along with the supervisor's assessment of the employee's performance during the meeting.
4. The supervisor shall meet with the employee to discuss the preliminary appraisal. The employee shall be notified five days prior to the date of the review and discussion. Any rating of "Outstanding" or "Unsatisfactory" assigned by a supervisor to an individual performance standard or behavioral element shall be justified with an adequate explanation in the Supervisor's Comments to support the rating.
5. If an employee is transferred or placed under the supervision of a different supervisor during a rating cycle, he/she shall be given an exit appraisal by the prior supervisor and it shall be used in conjunction with his/her current supervisor's year-end appraisal, unless the employee has been working under the current 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.

6. If an employee has not received an exit appraisal from the former supervisor and has not worked for at least six months for the current supervisor or does not agree to use only the current supervisor's appraisal, the employee can return to the former supervisor and request a performance appraisal for the portion of the rating period s/he was supervised by the former supervisor. If the appraisal is received from the former supervisor, it shall be averaged with the current supervisor's appraisal, as described in paragraph 4.
  - a. If the appraisal is not received within a reasonable time to allow the current supervisor to complete the evaluation for the current rating period, the current supervisor shall complete the appraisal for the time during which the current supervisor supervised the employee, and shall note in writing in the Supervisor's Comments that an appraisal for the first portion of the rating period could not be obtained, and that the rating covers only the period of time the employee was supervised by the current supervisor, which should be specified.
  - b. To obtain the overall rating for the rating period if no performance appraisal is received from the former supervisor, the current supervisor shall credit the employee with a rating of "Satisfactory" for the period of time the employee was supervised by the former supervisor and shall average that rating with the current supervisor's rating as described in paragraph 4.
7. Supervisors shall be required to review PEP refresher training materials every two (2) years.

#### **Section 10. End-Of-Year Appraisal for Employees who are not classroom teachers**

For employees who are not classroom teachers, the end-of-year appraisal, which the appointing authority superintendent 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.

After notifying the employee of the intent to do so, 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. In such cases, after reviewing the completed new evaluation, the employee may write a response if they so choose. This response, if any, shall be included in the employee's personnel file.

The supervisor shall give employees a copy of the end-of-year appraisal within 30 days of the date of the PEP meeting, but no later than two weeks before the conclusion of the school year, and a copy will be placed in the employee's personnel file. A statement of an employee's objection to an appraisal or comment, if any, shall be attached and put in their personnel file.

The Performance Evaluation is intended to facilitate communication between employees and supervisors regarding expectations and job performance. The process offers employees and supervisors an opportunity to acknowledge the successes achieved over the year, and to openly discuss areas for enhancement and improvement. In cases of poor performance, it is meant to complement the disciplinary process by providing a means to assist employees to improve.

### **Section 11. Evaluation Form for Employees who are not classroom teachers**

The Union agrees that the Management Rights provision of this agreement, § 22-204 of the State Government Article, and § 3-302 of the State Personnel and Pension Article confer upon the State the authority to make changes to the forms used to evaluate employees.

## **ARTICLE 17. WITHIN GRADE INCREASES**

### **Section 1.**

This Article and appropriate law, regulation or procedure governs within grade step increases. A supervisor's failure to complete an employee's evaluation shall not be used as a basis to deny the employee's increment.

### **Section 2.**

An employee may not be denied a step pay increase for reasons of performance unless substantial performance deficiencies, defined as not meeting standards 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.**

A schoolwide LMC shall be established to assist in the development of a pay equity program for bargaining unit employees. The committee shall consist of eight (8) members, four (4) MSD management representatives and four (4) AFT representatives. The committee will be chaired by a management representative appointed by the Superintendent.

The committee shall make recommendations to the MSD Board of Trustees and DBM by August 1, 2024.

### **ARTICLE 18. TRAINING AND EDUCATION**

#### **Section 1. 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 2. Professional Development**

When a prior approved course is offered only during an employee's working hours, an employee may receive, with prior management approval, up to six (6) hours per week of release time to attend job-related training. The term "job-related" includes preparation for potential promotion, as well as improvements in currently utilized skills and knowledge. Leave under this provision shall not be arbitrarily denied.

#### **Section 3. 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, may be granted time off with pay, consistent with the operational needs of the Employer, and may be reimbursed for any cost associated with the accreditation, licensure or certification. The Employer may, 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 reimburse the costs required to maintain teacher and other professional accreditation, licensure, or certification, including course credit according to the Maryland School for the Deaf Tuition Reimbursement Program and the guidelines released by management annually.

#### **Section 4. Tuition Reimbursement Program for Teachers Aides**

Beginning in July 2024, the employer shall modify the tuition reimbursement program to give preference to teacher aides employed by the school for no less than 3 years to apply to have the employer reimburse the tuition required for that employee to receive a teaching degree. Applicants must be in good standing with the school and demonstrate a record of proficient classroom management at MSD.

The program shall reimburse for at least six (6) credit hours per school year per successful candidate. The credits must be counted towards the achievement of the candidate's teaching degree.

Upon completion of the degree program, the candidate agrees that they shall be required to remain a certificated teacher employed at the school for three (3) school years. If the candidate, by their own choice, leaves the program prior to the completion of the degree, or leaves the school before the completion of those 3 years, the candidate shall pay back the employer the tuition costs. This modification of the tuition reimbursement program applies to teacher aides only. All other bargaining unit members are eligible for tuition reimbursement according to the original policy.

### **ARTICLE 19. CLASSROOM MANAGEMENT AND STUDENT DISCIPLINE**

#### **Section 1. Behavior Management**

It is the responsibility of the Employer, through its leadership team and appropriate personnel to design and implement a consistent, comprehensive plan for managing the support of student behavior. In creating inclusive, comprehensive approaches to student discipline and behavior management, the leadership team, in consultation with faculty and support professionals engaged in the day-to-day education of the students, will make decisions informed by effective, strategic decision-making practices. The scope of these decisions will include but are not limited to: school-wide and classroom positive behavior supports, mental wellness approaches, social skills development, multi-tiered systems of support, fostering positive school climate, restorative practices that target the needs of individual students, and collaboration between leadership team and student support professionals in designing school specific student discipline and behavior management plans.

MSD bargaining unit employees will be offered professional development on the particulars of the plan and effective behavior and classroom management that fosters a positive student climate and learning. The plan will include the response levels and interventions as outlined in the Student Code of Conduct. The professional development will be offered on a



yearly basis along with any updates. After receiving professional development, the unit members are expected to utilize appropriate positive behavior management skills. Unit members who are in need of additional support with implementing positive behavior management strategies shall receive assistance and support from appropriate personnel.

## **Section 2. Disruptive Student Behavior**

When, in the professional judgment of a bargaining unit member, a student is by their behavior seriously disrupting school activity or instruction to the detriment of other students, the bargaining unit member shall follow the level of responses outlined in the Student Code of Conduct.

## **ARTICLE 20. DISCIPLINARY ACTIONS**

Disciplinary Actions and Appeals shall be governed by SP&P and other applicable policies.

### **Section 1. General**

Except as otherwise provided by law, the Employer has the burden of proof by a 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 workdays 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):
  - (i) terminate the employee's employment, without prejudice, or;
  - (ii) 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. Automatic Termination Of Employment**

The following actions are causes for automatic termination of employment:

1. intentional conduct, without justification that:
  - i) seriously injures another person,
  - ii) causes substantial damage to property, or
  - iii) 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; or
9. violation of § 3-314 of the Criminal Law Article.

### **Section 4. 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.

If an employee is placed on a PIP to correct a performance issue, the improvement goals described in the PIP shall be specific, measurable, appropriate, relevant, and time bound.

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

1. investigate the alleged misconduct;
2. meet with the employee;
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 are excluded in calculating the five (5) workday period.
- E. Except where 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 5. 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. 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.
3. An employee may not take any other action in response to a counseling memorandum except in DOT, counseling letters are grievable.

#### **B. Leave Without Pay:**

1. Placing an employee on leave without pay when the employee is absent without approval is not a disciplinary action.
2. An employee who is placed on leave without pay for an unapproved absence also may be subject to disciplinary action for the unapproved absence.

#### **C. Restitution:**

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

### **Section 6. Right To Union Representation**

- A. 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 with an employee who is the subject of the investigation.
  - 2. At any disciplinary hearing or discussion 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 four (4) hours.

- B. 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 Union representation does not include a criminal investigation.

All employees are required to give prompt, accurate answers to any and all questions concerning matters of official interest put to him/her by the Employer.

The role of the Union Representative is to assist in the clarification of questions and otherwise advise the employee of his/her rights. Under no circumstances may the Union Representative dominate the meeting or interfere with the employer's investigating process.

## **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. The employer 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.

### **Section 8. Retention Of Records**

After 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 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 21. TRAVEL**

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

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

### **Section 2. Per Diem & 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 22. DISCIPLINARY ACTIONS RELATED TO EMPLOYEE PERFORMANCE**

### **Section 1. Discipline For Performance**

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;
2. that the employee is an individual with a disability who with reasonable accommodation cannot perform the essential functions of the position; or
3. that the employee currently is not qualified for the position.

### **Section 2. Procedures**

- A. Before a bargaining unit employee 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 and, if the employee so chooses, the employee's union representative 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.
- B. 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.
- C. In the case of an annual or end-of-the-academic-year performance appraisal, the appointing authority shall impose discipline within 30 days after the time period specified in Section 4 of this Article.

### **Section 3. Performance Appraisals**

- A. When an employee has been given an overall rating of "Unsatisfactory/ineffective" on an annual or end-of-the-academic-year performance appraisal, the employee's supervisor shall inform the employee that the employee has up to 180 calendar days of the school year for non-classroom teachers or one (1) subsequent academic year for classroom teachers from the date that the employee receives the performance improvement plan to improve to the level of an overall "Satisfactory" rating. The employee's supervisor and the employee shall meet to review the developmental plan. The performance improvement plan shall be specific, measurable, appropriate, relevant, and time bound.

For classroom teachers, as part of this development plan, the employee shall have their classroom practice observed at least twice each semester in the subsequent academic year by an approved observer with the objective of improving the ineffective performance identified in the unsatisfactory appraisal.

The employee's development plan will be completed to identify the following:

1. an identification of the performance standards/behavioral elements for which performance is unacceptable;
2. a 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;

3. a statement as to when the employer and the employee decide to meet to evaluate the employee's performance within the 180 calendar days of the school year for non-classroom teachers or one (1) subsequent academic year for classroom teachers.
- B. For classroom teachers, approximately mid-way through the subsequent academic year, the supervisor and classroom observer shall meet with the employee to discuss the employee's progress in terms of meeting the requirements of the Performance Improvement Plan. The employee may request a classroom observer, from the list supplied by the superintendent, different than the observer from the previous academic year's observer.

For employees, approximately mid-way through the subsequent academic year, 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 subsequent academic year may result in the employee's termination.

- C. 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.

### **ARTICLE 23. STATE PERSONNEL AND PENSIONS ARTICLE DISPUTE RESOLUTION PROCEDURE**

Disputes concerning the application or interpretation of the terms of this MOU are subject to resolution through the grievance process found in Title 12 of SPP.

A bargaining unit employee must initiate the grievance in writing. After a grievance has been initiated, bargaining unit employees may confer with management in ASL. The failure of management to issue a written decision in a timely manner shall constitute a denial of the grievance.

The parties agree that any employer proposed changes to the grievance and hearing procedure is subject to bargaining.

### **ARTICLE 24. INSURANCE AND BENEFITS**

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

The Employer will maintain the current health (including vision) and dental insurance programs and practices. For Calendar Years 2024 – 2025, the Employer shall contribute 80% of the premium charge for PPO plans, 85% of premium for the EPO plan,



85% of premium for the IHM plan, 80% for the prescription drug plan and 50% for the dental plan.

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

Retail and mail order prescription drug copays for bargaining unit employees shall be as follows:

<b>Type of Drug</b>	<b>Prescriptions for 1-45 Days (1 copay)</b>	<b>Prescriptions for 46-90 Days (2 copays)</b>
Generic drug	\$10	\$20
Preferred brand name drug	\$25	\$50
Non-preferred brand name drug	\$40	\$80

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. 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 4. 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 5. 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 6. 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 be 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 7. 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 8. 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 § 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 9. 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.

## **ARTICLE 25. EMPLOYEE ASSISTANCE PROGRAM**

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

The Employer and the Union recognize the value of counseling and assistance programs to those employees whose personal problems affect performance of their job duties and responsibilities.

Therefore, the Employer agrees to continue the existing Employee Assistance Program.

## **Section 2. Labor-Management Advisory Committee**

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 in reference to the ability of the employee to perform the job safely and effectively and/or whether the employee needs 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 26. DRUG AND ALCOHOL TESTING**

### **Section 1. Prior Notification**

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. Employee Notice of Use of Alcohol**

- a. Employees who are called in to work outside of their regularly scheduled hours shall be provided with 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 27. 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 a 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.

### **Section 2. Eating Areas**

The Employer will provide employees with an area suitable for eating in reasonable proximity to their work area wherever possible. In institutional settings wherever possible, the eating area will be away from students.

## **ARTICLE 28. EQUIPMENT**

### **Section 1. Health and Safety**

The Employer shall provide employees with reasonable safety equipment devices and supplies needed to ensure employee health and safety.

### **Section 2. Equipment and Supplies**

The Employer shall provide all necessary equipment and supplies that Management or State licensing or regulatory agencies deem necessary to enable employees to carry out their duties.

## **ARTICLE 29. 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,” or “regulations,” is understood by the parties to be negotiable consistent with the law and as described in Article 38, Mid-Contract Negotiations.

## **Section 2. Preservation of Benefits**

The Employer agrees not to make changes to State statutes, administrative rules, regulations, guidelines, or policies that are mandatory subjects of bargaining per the law until negotiated in accordance with this agreement (Article 35).

## **ARTICLE 30. SAVINGS**

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

## **ARTICLE 31. 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 32. 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, campus-level LMCs shall establish Health and Safety Committees. 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. Meet on an established schedule;
2. arrange periodic inspections to detect, evaluate and offer recommendations for control of potential health and safety hazards;
3. appoint members of the committee to participate in inspections, investigations, or other established health and safety functions to the extent necessary;
4. receive and review a quarterly summary of job-related health and safety reports including accident reports and make appropriate recommendations;
5. investigate all types of employee job-related accidents and all types of occupational illnesses and make recommendations;
6. promote health and safety education;
7. maintain and review minutes of all committee meetings; and
8. review the availability and adequacy of first aid supplies and equipment and address any inadequacies.

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 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 or body fluids, except for cases of employee misconduct or gross negligence.

#### **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**

When recommended by the campus-level LMC, the Employer and the Union shall establish an Ergonomics Committee which shall consider and make recommendations on methods to prevent injuries.

#### **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 student care responsibilities.

To be able to effectively respond to crisis situations when they occur, MSD shall ensure that at least 10 staff at the Frederick Campus and 10 staff at the Columbia Campus who are Professional Crisis Management certified are available to respond to a crisis any time students are attending school. PCM-certified staff shall be available to respond to a crisis upon the request of the bargaining unit member. Bargaining unit employees shall be made aware of which staff who are PCM certified are available to be requested when needed.

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) MSD will be responsible for developing or updating a Prevention of Violence in the Workplace plan. This plan will be developed by MSD and the Union through the LMCs.
- 2) The plan shall be finalized by the LMCs within nine months from the ratification of the MOU.
- 3) The 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 others, including students and their family members, 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.

### **Section 10A. 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. The state policy and procedures for identifying and resolving bullying issues shall be followed, and a copy of this policy document shall be found in Appendix B of this MOU.

### **Section 10B. Protecting staff from physical or verbal abuse from a student or family member**

1. Any employer threatened with physical abuse or who is physically abused in connection with their employment shall promptly report the incident in writing to their immediate supervisor.
2. Incidents involving verbal abuse shall be reported in a similar manner.
3. When incidents or threats of physical abuse are made against employees by family members of a student, the Employer shall take enhanced steps to assure the safety of the staff member.

In the event of threats made against staff members the supervisor will review and explain the school's guidelines for employees when dealing with an actual or potential incident involving workplace violence with the affected staff member. Throughout the process, the affected employee will be provided access to available resources within the system to address emotional wellbeing. At the conclusion of the investigation, the employee will be informed of the outcome.

4. No bargaining unit member shall be required to discuss student problems with family members away from the school site.
5. Approved accident leave is paid at two-thirds the rate of pay but is currently not subject to income tax.

If during the 90-day period the employee was granted leave from the sick bank, and if it is subsequently determined that the employee was absent as a result of a compensable injury, the Board shall restore any used sick bank leave occurring during the aforementioned 90-day period.

6. The employee may apply for an unpaid leave of absence under Article 12 of this Agreement without affecting any benefits which may be due under the workers' compensation law.
7. The employer will reimburse bargaining unit members for the cost of medical, surgical, or hospital services (as covered under workers' compensation insurance) incurred as the result of any injury sustained in the course of their employment.
8. In case of an assault by a student, or a nonstudent, on school property, including the school parking lot, on a bargaining unit member, causing damage or loss to their personal property--such as clothing--the employer shall make an equitable financial adjustment with the teacher for personal property losses not otherwise covered by insurance or restitution. For other damage to personal property or injury caused by a student the board will take the lead in seeking restitution from the family.

### **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.

A Statewide Indoor Air Quality LMC shall be established within 60 days of the effective date of this Agreement.

### **Section 12. Safe drinking water and Restroom Facilities**

The school shall be in compliance with Title 6, Subtitle 15 of the Environment Article in Maryland State Law regarding testing for and eliminating any found levels of lead in the drinking water.

Every drinking water outlet on each campus shall be tested at least once every 3 years during the school year while school is in session.

If water from a drinking water outlet has been found to contain elevated levels of lead, the school shall immediately prevent access to those outlets. The school shall ensure an adequate supply of safe drinking water in the form of bottled water, or a water cooler be provided.

Sanitary drinking water will be provided to all employees and all employees will have access where possible to a 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.

### **Section 13. 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 14. 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 with copies of summary reports, but such reports will not contain personally identifying information.

#### **Section 15. 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 within three business days on forms furnished by the Employer. MSD may not unreasonably require the employee to delay medical treatment for the purpose of filling out forms.

#### **Section 16. 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. vehicles with unsatisfactory conditions shall be sent for repair within seven (7) days. All repairs shall be logged in eXcelerate, the State Fleet Management System.

#### **Section 17. 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.

### **ARTICLE 33. POSITION VACANCIES AND CONVERTING CONTRACTUAL EMPLOYEES TO PERMANENT POSITIONS**

#### **Section 1. Filling vacancies**

When a bargaining unit position vacancy arises at the Maryland School for the Deaf, the position shall be posted on the State Personnel System's web site and may be posted on the school's website. Any employee, contractual or permanent, may apply for the vacant position by completing the application in the applicant tracking system on or before the closing date of the posting.

In considering filling the vacancy, preference shall be given to the most qualified candidates based on the information provided by the candidate in the applicant tracking system. The school will make every effort to consider bargaining unit employees and contractual employees who are rated among the best qualified for the vacant position.

#### **Section 2. Moving contractual appointment to permanent position**

The employer and the union recognize the importance and value of having educational work done by permanent employees with due process rights, benefits, and protections afforded to them in this agreement and in applicable state law.

Contractual employees who have been employed at the Maryland School for the Deaf for more than six months and have received satisfactory or above performance reviews, will be considered for conversion to permanent employment as the school's number of vacant PINs and budget allows, in accordance with State Personnel and Pensions § 13-302. In addition to satisfactory or above performance reviews, priority will be given to longevity.

An employee who transfers from a contractual position to a budgeted position within the Maryland School for the Deaf shall be given credit for service in the contractual position according to guidelines established in State Personnel and Pensions § 13-304.

### **ARTICLE 34. 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.

### **ARTICLE 35. LABOR MANAGEMENT COMMITTEES**

Both the Employer and the Union have an interest in maximizing the effectiveness of operations, the delivery of quality services and the promotion of satisfied work forces. To further this interest, the parties endorse the labor-management committee process as an appropriate means to identify and understand workplace issues and develop viable solutions. The Union and the Employer intend to foster an ongoing, communicative relationship in which the parties are encouraged to speak freely and resolve issues within the labor-management forum. The Employer and the Union shall cooperate in using training and other mutually agreed upon methods, within available resources, to assist statewide, department and local level LMCs to be effective.

The number of attendees at each level shall be mutually agreed to and meetings will take place on work time.

#### **Statewide LMCs**

- The Executive Director of the Department of Budget and Management's Office of Personnel Services and Benefits shall meet with Union representatives periodically to discuss and attempt to resolve matters of mutual concern or as needed to help resolve Department Level LMC issues.

#### **School-wide LMCs**

- The School Superintendent or his or her designee shall meet with Union representatives periodically to discuss and attempt to resolve matters of mutual concern or as needed to help resolve Campus-specific LMC issues. Such meetings shall be held at least quarterly, or once every three months, at mutually agreeable times and locations.
- Subjects which may be discussed at such meetings may include but are not limited to: questions concerning implementation and administration of this Agreement which are school-wide in nature, questions concerning the scheduling of employee workdays within the established work week, distribution and posting of job postings, continuity of employment, institution of alternative work week schedules, staff development and training issues and other matters as mutually agreed.

- Written agendas shall be exchanged by the parties no less than seven days before the scheduled date of each meeting. At the time of the meeting, additional subjects for discussion may be placed on the agenda by mutual agreement.
- School-wide-level labor management committees that have reviewed an issue but have been unable to agree on the disposition of that issue, may refer that issue to the state LMC.

### **Campus-specific LMCs**

- Campus-level administrators at each of the school's campuses shall meet with Union representatives periodically to discuss and attempt to resolve matters of mutual concern. Such meetings shall be held at least every other month at mutually agreeable times and locations.
- Subjects which may be discussed at such meetings may include but are not limited to: questions concerning implementation and administration of this Agreement which are local or campus-specific in nature, questions concerning the scheduling of employee workdays within the established work week, distribution and posting of job postings, continuity of employment, institution of alternative work week schedules, staff development and training issues and other matters as mutually agreed.
- Written agenda shall be exchanged by the parties no less than seven days before the scheduled date of each meeting. At the time of the meeting, additional subjects for discussion may be placed on the agenda, by mutual agreement.
- If a campus-specific LMC is unable to agree on the disposition of that issue, it may refer that issue to the school-wide LMC.

## **ARTICLE 36. VOLUNTARY MONETARY DEDUCTIONS FROM PAYROLL**

### **Section 1. Voluntary Union Membership Dues Deduction.**

Each pay period, the Employer shall deduct from certain bargaining unit employee wages the applicable dues payments and shall remit the same to the Union on a pay period basis. In accordance with the Comptroller's "Regular System Deduction Schedule", the union shall provide management, through secure file transfer protocol, a file containing the list of employees who have voluntarily authorized the deduction of union dues. The file will specify the amount to be deducted from each employee's pay.

The employer shall perform payroll deductions according to the information contained in the union's secure file unless an employee has provided the Comptroller with a signed revocation form.

The Union shall not be required to submit dues deduction authorization forms to management; however, it may be subject to a Department of Legislative Services audit in which auditors may access dues deduction authorization forms.

### **ARTICLE 37. LIGHT OR MODIFIED DUTY ASSIGNMENT**

LMCs will be formed to evaluate light duty assignment procedures and make recommendations regarding the expansion of the current Managed Return to Work Program.

### **ARTICLE 38. 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 to subject any changes to working conditions that are mandatory subjects of bargaining to the bargaining process described in this Article prior to proposing legislation sponsored by a member of the General Assembly.

#### **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 Union President 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 39. CLOSURE, COMPLETION AND SEVERABILITY**

With the exception of Article 5, "School Year, Workweek, Workday, Schedules, Overtime, Compensatory Time, and Limitation of Duties," Article 6, "Wages," Article 8, "Leave Accrual," Article 9, "Leave with Pay," Article 17, "Within Grade Increases," Article 24, "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 AFT/AFL-CIO, Local 6197, as exclusive representative for Bargaining Unit K, in negotiations consistent with Md. Code Ann., State Pers. & Pens., § 3-501, which gubernatorial matters of agreement are within the executive authority of Wes Moore, as Governor.

Upon ratification of this Agreement consistent with State Pers. & Pens. § 3-601, if ratification is completed prior to January 1, 2024, all gubernatorial matters of agreement (all terms excepting Article 5, "School Year, Workweek, Workday, Schedules, Overtime, Compensatory Time, and Limitation of Duties," Article 6, "Wages," Article 8, "Leave Accrual," Article 9, "Leave with Pay," Article 17, "Within Grade Increases," Article 24, "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, 2024 and such gubernatorial matters of agreement shall remain in effect for a period of three years, through December 31, 2026 as authorized under State Pers. & Pens. § 3-601(b).

The terms of Article 5, "School Year, Workweek, Workday, Schedules, Overtime, Compensatory Time, and Limitation of Duties," Article 6, "Wages," Article 8, "Leave Accrual," Article 9, "Leave with Pay," Article 17, "Within Grade Increases," Article 24, "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 2023 under the Maryland Gubernatorial Transition 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 Transition 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, 2026. 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 40. DURATION**

### **Section 1. Duration**

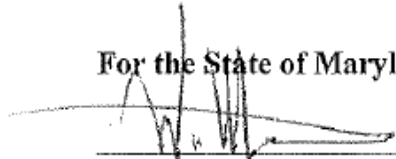
This MOU shall become effective on January 1, 2024, upon signing (subsequent to a proper ratification by both parties) and remain in effect through December 31, 2026.

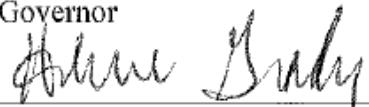
### **Section 2. Limited Reopeners**

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 30, 2023.


**For the State of Maryland:**

  
\_\_\_\_\_  
Wes Moore  
Governor

  
\_\_\_\_\_  
Helene Grady  
Secretary, Budget & Management

**For the American Federation of Teachers:**

  
\_\_\_\_\_  
Edna Johnstoft  
President, MSD-AFT Local 4828

  
\_\_\_\_\_  
Todd Reynolds, Ph.D.  
Chief Negotiator