

**MEMORANDUM OF UNDERSTANDING**

Between

**ST. MARY'S COLLEGE OF MARYLAND**

And

**AMERICAN FEDERATION of STATE, COUNTY &  
MUNICIPAL EMPLOYEES,  
AFL-CIO  
AFSCME Maryland Council 3/ AFSCME Local 3980**

Exempt, Non-exempt, and Public Safety Officer Bargaining Units

July 1, 2023, through June 30, 2026

## **PREAMBLE**

This Memorandum of Understanding ("MOU") is entered into by St. Mary's College of Maryland ("College") and the American Federation of State, County and Municipal Employees, AFL-CIO ("Union" or "AFSCME"), and has as its purpose the promotion of harmonious and cooperative relationships between the College and AFSCME, both collectively and individually, to protect the public by assuring, at all times, orderly and uninterrupted operations, and to set forth terms regarding wages, hours and other terms and conditions of employment between the College and the employees in the Exempt, Non-exempt, and Public Safety Officer bargaining units and their representatives. References to "Employees" below refer to members of the Exempt and Non-exempt units. References to "Officers" refer to employees in the Public Safety department with duties and responsibilities for maintaining campus safety unless otherwise stated. The parties to this MOU shall make a sincere effort to ensure that its administration is conducted in a fair and expeditious manner and for the benefit of establishing stability and understanding in the parties' labor-management relationship. It is understood that the Board of Trustees of the College must approve this MOU and that agreements on issues requiring approval by the General Assembly of Maryland are tentative, pending approval and funding by the General Assembly of Maryland. The provisions of this MOU shall in no way diminish or infringe any rights, responsibilities, power or duties conferred by the Constitution of the State of Maryland, or the Annotated Code of Maryland, including Title 3, State Personnel and Pensions Article (SPP), Annotated Code of Maryland. In the event of a conflict between this MOU and the law, the law shall prevail.

## **SCOPE OF AGREEMENT**

The parties agree that the policies and practices contained in this MOU, to the extent that the MOU modifies said policies and practices, supersede and replace policies and practices previously established by the Board of Trustees of St. Mary's College of Maryland and by the Administration of the College. The College maintains all of its rights to establish maintain or change any policies or practices. All policies currently in effect will remain in effect; however, if any changes are made that are within the parameters of collective bargaining the Union will be advised in writing and, if applicable, negotiations will be reopened. At the beginning of this MOU, the President of AFSCME Local 3980 and AFSCME Council 3 shall be given a copy of all current personnel-related policies. A copy of any changes in personnel-related policies shall be given in writing to President of AFSCME Local 3980 and to the Executive Director of AFSCME Council 3 prior to becoming effective.

At the time that either party becomes aware of any issues that are within the scope of collective bargaining which are not incorporated into this MOU but for which there is a Board of Trustees or College created policy, the issues shall be appropriately negotiated and agreed upon by the parties.

Policies contained in this MOU can only be changed by mutual agreement of the College and AFSCME.

## **ARTICLE I. UNION RECOGNITION**

Pursuant to Title 3, SPP, the Board of Trustees of St. Mary's College of Maryland recognizes AFSCME as the exclusive certified bargaining representative for the purpose of collective bargaining in respect to wages, hours and other terms and conditions of employment for all employees in the bargaining unit. In recognition of the exclusive representative status of AFSCME, the College will not negotiate, attempt to negotiate, confer, or otherwise entertain talks with any other organization, individual, corporation or entity presenting itself as a bargaining agent for any or all the employees in the bargaining units on matters, which are within the scope of collective bargaining.

## **ARTICLE II. NON-DISCRIMINATION**

Neither the Board, the College, nor AFSCME shall discriminate or in any way promote, condone, support, or allow discrimination to occur against employees because they choose to exercise their rights under this MOU, the laws of the State of Maryland, and any other law applicable to their employment and retention rights with the College. Forms of discrimination include but are not limited to: race, age, color, religion, creed, sex, sexual orientation, gender identity/expression, ethnicity, political affiliation, union participation, national origin, physical or mental disability, protected veteran status, marital status, and any other basis determined in the future by law or a court of law. In addition, the College shall not discriminate on the basis of body weight or shape unless such factors are bona fide qualifications for doing the employee's job.

## **ARTICLE III. DEFINITIONS OF BARGAINING UNIT EMPLOYEES AND TERMS**

Section 3.01 Job classifications and positions considered within the bargaining units as of the date of AFSCME's certification and any new job classifications and positions created thereafter, are considered bargaining unit positions. Employees occupying such positions on a full-time or part-time basis and who are in probationary or permanent status and who are not classified as managerial, supervisory, and/or confidential, are included in the bargaining units and shall be entitled to all the benefits, rights, obligations and protections stipulated in this MOU and provided by law.

The terms used in the Agreement are defined as follows:

**Section 3.02 "AFSCME Staff Representative"** means an individual employed by AFSCME and designated by AFSCME to represent employees pursuant to this MOU.

**Section 3.03 "Board"** means the body established and members appointed by the Governor of the State of Maryland, acting directly or through the President of the College, or through the President's designee.

**Section 3.04 "President"** means the chief executive officer of St. Mary's College of Maryland or his/her representatives or designee.

**Section 3.05 "Days"** means calendar days, excluding any day observed as a State holiday.

**Section 3.06 "Employee"** means a College employee within a classification included in the bargaining units.

**Section 3.07 "Steward"** means an employee who has been designated by AFSCME to investigate grievances and to represent aggrieved Employees in grievances which have been properly filed under Article XXII of this MOU.

**Section 3.08 "Management Representative"** means an individual designated to hear grievances on behalf of the College.

**Section 3.09 "Position"** means a position in a classification included in a bargaining unit.

**Section 3.10** "President of Local" means the President of AFSCME 3980 or his/her designee.

**Section 3.11 "Union Officer"** means Employees of the College who have been elected to serve as an officer of the Union.

**Section 3.12 "College"** means St. Mary's College of Maryland, a public educational institution of the State of Maryland.

**Section 3.13 "Officer"** means an employee in Public Safety with duties and responsibilities for maintaining campus safety.

**Section 3.14 "Working Days"** means calendar days that the College is open for business that is not a Saturday, Sunday, or College holiday.

**Section 3.15 "Non-Exempt Employee"** means a non-exempt Employee of the College who occupies a Position.

**Section 3.16 "Exempt Employee"** means an exempt employee of the College who occupies a position.

**Section 3.17 "HR"** means the College's Office of Human Resources.

## **ARTICLE IV. MANAGEMENT RIGHTS**

### **Section 4.01: Board of Trustees - Governance:**

The Board of Trustees is responsible for the governance and management of the College pursuant to various statutory provisions of the Annotated Code of Maryland and as provided by the specific provisions of this MOU. This management responsibility of the Board includes, but is not limited to: the powers and duties to establish and abolish positions; determine employee qualifications; establish terms of employment, including compensation, benefits, holiday schedules, and leave policies, to determine any other matters concerning employees; and to designate one or more representatives to participate as a party in collective bargaining on behalf of the College in accordance with Title 3 of the State Personnel and Pension Article which gives the State through its appropriate Officers and employees the right to:

### **Section 4.02: Mission, budget, classification:**

Determine the mission, budget, organization, numbers, types and classifications of employees assigned, the work projects, assignment of duty, methods, means and personnel by which its operations are to be conducted, technology needed, internal security practices, relocation of its facilities;

### **Section 4.03: Efficiency:**

Maintain and improve the efficiency and effectiveness of governmental operations;

### **Section 4.04: Services:**

Determine the services to be rendered, operations to be performed, and technology to be utilized;

### **Section 4.05: Overall Methods:**

Determine the overall methods, processes, means and classes of work or personnel by which governmental operations are to be conducted;

### **Section 4.06: Employees:**

Hire, direct, supervise, and assign employees;

### **Section 4.07: Management of Employees:**

Promote, demote, discipline, discharge, retain, and lay off employees;

### **Section 4.08: Termination of Employees:**

Terminate employment because of lack of funds, lack of work, under conditions where the College determines continued work would be inefficient or nonproductive, or for other legitimate reasons;

**Section 4.09: Qualifications of Employees:**

Set the qualifications of employees for appointment and promotion.

**Section 4.10: Rules and Regulations:**

Promulgate state or department rules, regulations, or procedures;

**Section 4.11: Merit employment:**

Provide a system of merit employment according to the standard of business efficiency; and

**Section 4.12: Action to carry out the mission of the College:**

Take actions, not otherwise specified in this Article that is necessary to carry out the mission of the employer.

## **ARTICLE V. UNION RIGHTS**

### **Section 5.01: AFSCME Job Stewards:**

AFSCME will appoint or elect certain employees to serve as job stewards. Job stewards will be responsible for investigating and processing grievances, union membership problem-solving, conducting orientations, and organizing membership on campus. The College shall allow reasonable release time, without loss of compensation, to job stewards for the purpose of investigating and presenting grievances to the College on behalf of an employee. The Union will submit the names of job stewards to the College within thirty (30) days following the ratification of this MOU. Additionally, AFSCME shall annually furnish to the College, no later than July 1, a list of Local officers including job stewards.

### **Section 5.02: Stewards (Notification to the College):**

AFSCME shall notify the College, in writing, within fourteen (14) days of any changes to the list. The College will not recognize any person as an Officer or local union representative whose name does not appear on the list. The foregoing does not apply to Union staff representatives.

### **Section 5.03: Selection of Stewards:**

Local stewards shall be chosen following established AFSCME procedures. There shall be a maximum of six (6) job stewards for all bargaining units.

### **Section 5.04: Right of Access:**

Union representatives shall have reasonable access to areas in which employees work for the purpose of providing representation to bargaining unit members and to conduct union business. It is understood that such representatives and Officers will not disturb the work of employees while visiting the employer's facilities.

### **Section 5.05: Representation Rights:**

Upon request of an employee, union representatives including staff representatives, union job stewards, elected local AFSCME officers, or any authorized person acting on behalf of the employee shall have the right to meet and confer with, and represent an employee(s) for the purpose of interviewing, consulting, and preparing for formal grievance meetings. Time to prepare for grievance meetings shall be limited to two hours.

### **Section 5.06: Means of Communication:**

The Union has the right to communicate with employees through use of bulletin boards and employee mailboxes and other means of communication such as fax machines, telephones, and e-mail and campus mail systems. The Union will ensure that use of communication equipment and software will not permit abusive, obscene, harassing, or offensive language and will adhere to the College's Ethics of Computer Use Policy as it pertains to e-mail.

### **Section 5.07: Bulletin Boards:**

Where College-controlled bulletin boards are available, the College agrees to provide space on such bulletin boards for AFSCME use. Where bulletin boards are not available, the College

agrees to provide wall space for AFSCME-purchased bulletin boards. The College shall make a reasonable effort to make such space available and accessible to AFSCME. Materials posted on the Union designated bulletin boards shall be restricted to official AFSCME matters. Postings must be dated and approved by the local AFSCME President or an Officer of the Union.

**Section 5.08: Right to Information:**

AFSCME has the right to request information that is relevant and necessary for AFSCME to represent its members within the parameters of the Maryland Public Information Act. Such requests include but are not limited to, information relevant to the administration of any part of this MOU, disciplinary action against an employee, allegations of employee misconduct, negotiations, or any other subject that AFSCME may need to investigate in order to comply with its duty of fair representation of its members.

**Section 5.09: Monthly Bargaining Unit-Report:**

The College shall provide AFSCME a monthly bargaining unit report in Excel to the designated email address of the Local Union President and Council 3 that includes the following:

A report listing all AFSCME bargaining unit employees. The report shall include the name, job classification, bargaining unit, hire date, salary, department, work location/building, work e-mail address, work telephone number of every employee, as available. Additionally, the employer shall provide a unique identifier for each employee (Employee ID or otherwise), Workday identification number, home address and cell phone. The report can be submitted electronically.

### **Section 5.10: Semi-Annual Personnel Transaction Report:**

The College shall provide AFSCME a quarterly personnel transaction report that includes the following:

- 1) A vacancy list containing job titles within department, exempt/nonexempt status, open positions, filled positions, and salary.
- 2) A quarterly report listing all newly hired employees. The report shall include the name, job title, salary, office and department, e-mail address, and telephone extension number of every new hire. The report will include the names of employees whose employment has terminated and the reason (retired, resigned or otherwise separated). The report will be submitted to the union representative designated by Council 3.

### **Section 5.11: New Employee Orientation:**

The union shall be granted thirty (30) minutes on work time and without loss of compensation, with newly hired bargaining unit employees to make a presentation to discuss rights, benefits, and obligations under the MOU. Upon Human Resource's receipt of the newly hired bargaining unit employee's start date the Union local president or designees, as well as Council 3, will be notified by email. AFSCME shall have the opportunity to schedule and conduct the orientation of the new employee within the first week of their employment. The College will conform to all laws regarding New Employee Orientation and the data provided to the union in relation to it.

### **Section 5.12: Use of Facilities:**

AFSCME shall have the right to use College facilities for meetings on the same basis as they are available to other College-related organizations and under the same terms and conditions. The Employer agrees to provide, at no cost to the union, meeting space to conduct union-related meetings, provided that the union submits a request for the use of facilities at least five (5) working days in advance of the date of the meeting. The Employer will not discriminate against the union or its members when assessing the feasibility of providing meeting space for union business, nor shall the Employer unreasonably deny such a request. When a request for use of meeting space is denied, the Employer will state the reason for denial in writing.

The College shall provide an office for the union with a locking door and where feasible a desk, a phone, and lockable filing cabinet, as identified by the College.

### **Section 5.13: Representation on Committees:**

The Local AFSCME President or Local AFSCME designated officer shall have representation within the College's Strategic Planning Committee.

## ARTICLE VI. EMPLOYEE RIGHTS

### Section 6.01: General:

In addition to all rights granted under this agreement, all employees in the bargaining units shall enjoy the protections and rights codified in Section 3-301, Title 3, of the State Personnel and Pensions, Annotated Code of Maryland.

### Section 6.02: Contract Conversion:

Contractual employees in positions that, if full-time and permanent, would be collective bargaining eligible, and have maintained a full-time status of 40 hours per week for 1.5 years shall be assessed for conversion to full-time employment according to the following criteria:

Criteria:

- 1) Has the position been occupied by the same person, full-time, for 547 days (1.5 years)
- 2) If the position were full-time and permanent, would it be collective bargaining eligible position?
- 3) Does the College intend to continue to need the services of the position full-time?

Conversion of employees shall be based on length of service of employees currently providing services on a regular basis. Converted employees will not be entitled to retirement contributions for any service with the College prior to the date of conversion.

Fringe benefits to newly converted employees shall be no less than for any incoming regular St. Mary's College of Maryland bargaining unit employee.

The College shall provide new employee orientation for converted contractual employees. The College shall provide the Union 1 hour to orient them to their rights as full-time PIN staff on their first date of work as a PIN employee.

This article applies only to contractual bargaining unit employees. Nothing in this article affects the College's right to utilize contract employees outside the bargaining units.

Retiree Clause: A retiree serving in a contractual position that meets the criteria for conversion may opt to remain in contractual employment.

At the time of conversion to a full-time or part-time permanent position, all continuous times served at the College as a full-time, contractual, non-permanent worker shall count as service for the purpose of leave accrual and any other seniority-based decision, right or otherwise determined by law.

### **Section 6.03: Nepotism:**

It shall be policy to prohibit either family members or individuals who have an economic relationship to supervise one another or to work in positions which have an audit, control functions or input on an evaluation over the relative/individual. Employees and applicants are expected to disclose these relationships whenever they come into existence. Failure to notify the human resources office may lead to disciplinary action. Economic relationships include roommates, landlord/tenant, creditor/debtor, etc. Family relationships include marriage, intimate personal relationships, parents, children, siblings, mothers-in-law, fathers-in-law, brothers-in-law, sisters-in-law, aunts, uncles, stepparents and stepchildren and first cousins. Normally, if these relationships come into existence after employment, an attempt will be made to separate responsibility so that there is no supervisory relationship between the two employees, including possible transfers to comparable positions and/or restructuring reporting/supervisory assignments. This policy is designed to prevent favoritism and conflicts of interest.

### **Section 6.04: Employees have the right to fairness and respect:**

Employees have the right to fairness and respect.

#### **A) Professional Working Relations**

The College and the Union agree that all employees shall treat each other with dignity and respect during the course of performing their professional duties for the institution.

#### **B) Supervision**

The College and the Union agree that supervisory employees must exemplify and lead respectful conduct. Such conduct includes, but is not limited to, restraining from verbal or physical attacks on employees, threatening others and humiliation or harassment in any form.

#### **C) Supervisee**

The College and the Union agree that supervisees must demonstrate respectful conduct towards their coworkers and supervisor. Such conduct includes, but is not limited to, restraining from verbal or physical attacks, threatening others and humiliation or harassment in any form.

### **Section 6.05: Computers:**

All employees shall have access to and be permitted to use computers in the computer labs, library and in the Employee Work Group space (EWG) while on duty for work-related e-mail and other work-related purpose with management approval. All employees must abide by the policies of the College concerning appropriate use of the College's equipment. There shall be at least two computers in the public safety office for public safety officer use. These computers shall be maintained in accordance with the IT lifecycle procedure for replacement.

While on duty Public Safety Officers may use computers within the Office of Public Safety for work-related purposes including, but not limited to, conducting investigations, preparing reports, internet use, and email communication related to public safety duties. There shall be at least two computers in the public safety office for public safety officer use.

When off duty, all employees shall be permitted access to computers generally available for public use. Students have first priority of available computers in all computer labs.

**Section 6.06: Access to Information on the Web:**

The MOU, Policies, Grievance Form, and other personnel forms, etc. shall be posted on the web. The College shall make the college's intranet accessible to St. Mary's College of Maryland employees.

**Section 6.07: Parking for Housekeepers and others performing College business in their personal cars:**

If any housekeeper is expected to work in more than one building, then the College may offer transportation, as appropriate, to such housekeepers to get to and from the other buildings. Housekeepers have access to the following parking lots to accommodate work locations:

- Lots V and Z have faculty and staff parking that is in close proximity of the Michael P. O'Brien Athletic and Recreation Center, Caroline, PG, Dorchester, Montgomery Hall, Schaefer Hall, Goodpaster Hall, Performing Arts Center, Learning Commons and Glendening Hall. There are other staff and faculty that use these areas and no transportation is needed.
- Staff serving the River Center may park in the lot at the River Center for service purposes.
- Lots A, D and E at Kent have faculty and staff parking that is in close proximity to Calvert Hall, Public Safety, Anne Arundel Hall, St. Mary's Hall and Kent Hall where no transportation is needed.
- Lots K and L, have faculty and staff parking that is in close proximity to Baltimore Hall, Margaret Brent Hall and the Campus Center where no transportation is needed.
- Lot N can accommodate the housekeeper at Queen Anne and Cobb House.
- Housekeepers assigned to Waring Commons and Lewis Quad may use Lots P and T or the DPC staff lot. The College has reserved two parking spaces in the front of the parking lot by Waring Commons (for housekeepers in Lewis Quad) and two in the back of the parking lot by Waring Commons (for housekeepers in Waring Commons).
- Housekeepers will not be required to use their own vehicles to transport themselves or materials to job sites. The College will provide transportation to and from job sites in State vehicles. Cleaning materials are primarily kept in buildings; however, restocking will take place using State vehicles.

**Section 6.08: Employee Assistance Program (EAP):**

**Employee Assistance Program (EAP)**

The College and the union recognize the value of counseling and assistance programs to those employees whose personal problems affect the performance of their job duties and responsibilities. Employees may participate in the State's Employee Assistance Program in accordance with the Program's eligibility requirements. Participation in an EAP program is voluntary.

**A) Limited Waiver of Confidentiality**

If the College and an employee enter into an agreement which includes the College's agreement to allow the employee to return to work contingent upon the employee's successful participation in a treatment program, the employee shall be required to waive confidentiality in order to permit the College to verify the employee's successful participation in a treatment program. The employee shall be required to sign a release so that the program will provide the College with reports regarding the employee's successful participation (but without details on the employee's medical condition or history), and, if appropriate, the employee's ability to perform his or her job safely and effectively and/or whether the employee needs to continue to participate in a program beyond the time period initially indicated.

These reports shall be submitted to and maintained by Human Resources. The reports shall be treated confidentially and shall not be maintained in the employee's regular personnel file.

**B) Referrals to EAP**

If a supervisor or the College refers an employee to an Employee Assistance Program, then the College shall simultaneously give the employee a copy of the referral form and the documents submitted with the referral.

**ARTICLE VII. INCLUSION AND EXCLUSION OF EXISTING AND NEW JOB CLASSIFICATIONS**

**Section 7.01: Job Classifications:**

During the term of this MOU, if a new job classification(s) is created or the status of a classification within one of the bargaining units has changed, the College shall notify AFSCME at least thirty (30) days prior to the intended date of implementation. The College shall inform AFSCME as to whether it intends to place the new job classification in one of the bargaining units. At the request of either of the parties, AFSCME and the College will meet for the purpose of negotiating any issues within the scope of collective bargaining affecting the new or changed job classification. Disputes between the College and AFSCME as to the placement or change of a new job classification in the bargaining units may be submitted to the State Higher Education Labor Relations Board at the request of either party. The decision of the Board will be final and binding on both parties.

**ARTICLE VIII. CONTRACTING OF WORK**

**Section 8.01: Integrity of the Bargaining Unit:**

Unless otherwise provided by law, the College 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. In the event the College proposes to use non-bargaining unit individuals to displace continuing bargaining unit Positions, it will provide the Union with notice at the earliest opportunity, but normally at least sixty (60) Days in advance and will be available to meet upon written request from the union within ten (10) days after the request is made. For the purpose of this Section, the College shall be considered a State-operated facility.

**Section 8.02: Contracting Out/Outsourcing:**

## **A: Notification**

If the College proposes to layoff or otherwise displace employees in the bargaining unit by outsourcing to the private sector a function currently performed by employees in the bargaining unit, the College shall provide the union with written notice at its earliest opportunity, but normally no later than sixty days in advance of the publication of the RFP and IFB, unless circumstances require shorter notice. Emergency procurements shall be subject to these same notifications.

This notice shall contain:

- (1) an explanation of the College's reason(s) for its outsourcing proposal,
- (2) a listing of the number of employees, department(s), location(s), position(s), and names of employees that the College anticipates its outsourcing proposal would affect upon implementation and
- (3) an accounting of the projected cost of the service contract as opposed to the cost of using College employees.

The College shall send copy of the RFP or IFB prior to publication.

## **B: Meeting to Discuss the Union's Proposal**

The union may make a written Request to the Director of Human Resources to meet to discuss the reasons for outsourcing (the "Request"). Within seven (7) calendar days of receipt of the Request, the Vice President of the affected department or his or her designee (the "VP") shall meet with the union in order to discuss the reasons for outsourcing. Following that meeting, the union may request a meeting with the VP to present a written proposal to the College detailing the specific benefits associated with the continued employment of the current College employees rather than outsourcing, improvements that could be realized by changing existing practices or methods, and the union's and the affected employees' commitment to demonstrating the benefits and putting into practice these improvements cited in the union's proposal. If the union requests such a meeting, it shall occur within three (3) weeks of the meeting referred to in the above paragraph.

## **C: College Response**

If the union presents the College with a written proposal in accordance with subsection (B) above, the College shall consider the proposal. If the College determines that it will not at that time outsource and displace current employees, the College shall notify the union within thirty (30) days of the date of its meeting with and receipt of the union's proposal.

If the College's decision results in the displacement of current employees, the College shall proceed in accordance with the layoff policy [see Article 30]. A meeting requested by the union and held pursuant to, Section B is not a substitute for a meeting held pursuant to the layoff policy [see Article 30] to discuss alternatives to layoffs.

However, the union shall not present the College with the same proposal it presented pursuant

to this Article as its proposal for an alternative to a layoff.

The College shall provide the union with a copy of the successful bid for all contracted work, to the extent provided by law.

## **ARTICLE IX. PAYROLL, HOURS OF WORK, AND OVERTIME**

### **Section 9.01: Normal Business Hours:**

The normal business hours of the College are 8 a.m. to 5 p.m., Monday through Friday.

### **Section 9.02: Standard Workweek - Non-exempt:**

The standard workweek for full-time non-exempt employees consists of forty (40) hours per week. The standard workweek for most full-time non-exempt employees consists of five (5) consecutive days with eight (8) hours per day. In terms of pay, the workweek begins at 12:00 a.m. on Wednesday and ends at 11:59 p.m. on Tuesday. The College has the right to schedule its employees to fully meet the operational needs of the College; however, the College will make a good faith effort, whenever practical, to provide employees with consecutive hours in the workday and consecutive days in the workweek. However, the College may designate an alternate work week based on business needs. In such instances, the week shall consist of five (5) consecutive work days.

The College shall schedule employees so that they have eight consecutive hours during the normal workday and five consecutive days of work in their workweek and two consecutive days off (except the Commissioned Officers in Public Safety whose schedule is detailed in Section 9.3 and Non- Commissioned Officers, whose schedule may include Saturdays and Sundays- but who have two consecutive days off). There shall be no split shifts (an unpaid break) unless requested by the employee and approved by the supervisor.

Currently, the Housekeeping Department has a Monday through Friday schedule, with special arrangements for Saturday and Sunday work. Those arrangements are based on:

Voluntary overtime

Mandatory overtime, issued on a reverse seniority system

The College intends to continue this practice for the duration of this contract, except as necessary to respond to fiscal and/or operational needs.

### **Section 9.03: Adjustments to Schedules:**

The College may make necessary adjustments to Non- Exempt Employee schedules in order to maintain a forty 40-hour per week schedule and to minimize overtime situations. Unless an emergency situation exists, Employees shall receive one (1) month prior notice to desired schedule changes. Employees may be required to work alternative shifts or different work schedules as necessary to meet campus needs. For Officers, temporary shift changes may be made if coverage is needed due to either an absence-related to sickness or to an unscheduled attrition of longer than one (1) week and the maximum length of the temporary shift change shall be no longer than three (3) months.

An Employee may request to exchange shifts with another employee and with the approval of their supervisors it shall be granted, where such shift changes do not create additional overtime.

#### **Adjustments to Schedules for Officers:**

For Officers, see below, temporary shift changes may be made if coverage is needed due to either an absence related to sickness or to an unscheduled attrition of longer than one (1) week and the maximum length of the temporary shift change shall be no longer than three (3) months.

An Employee may request to exchange shifts with another employee and with the approval of his/her supervisors such requests shall be granted where such shift changes do not create additional overtime. A supervisor shall not unreasonably deny an exchange of shifts.

Officers: There shall be no more than five (5) shifts.

The Supervisor shall maintain the authority to determine Days off and shift of the Officers, but shall do so in compliance with the terms of this Section.

Temporary shift changes may be made if coverage is needed due to either an absence related to sickness or to an unscheduled attrition of longer than one (1) week. No Officer shall be subject to a schedule change for the purpose of avoiding the payment of overtime unless the Officer voluntarily agrees to the change.

Officers may request to exchange shifts with another Officer with the approval of their supervisors, where shift changes do not create additional overtime.

#### **Section 9.04: Recording Hours Worked on Time Sheets:**

Non-exempt employees are required to record hours worked on biweekly time sheets.

- a) Exempt employees are required to report time off on the Monthly Leave Report. Exempt employees are not entitled to overtime, on-call, or essential pay.
- b) In accordance with the Fair Labor Standards Act (FLSA), Non-exempt employees shall receive 1-1/2 times their regular rate of pay with the addition of shift differential for hours in excess of forty (40) hours per week. Paid leave shall count as work time for all purposes, including but not limited to leave accrual and overtime. All hours, other than emergency call backs, worked in excess of forty (40) hours per week must be pre-approved by the employee's supervisor. Knowledge of the overtime being worked shall constitute approval. Overtime hours must be submitted on the appropriate overtime form and will be paid to the employee on the next regular pay day following submission of the overtime form to the office of personnel services.

Work time includes but is not limited to all time that an employee is required to be on duty or at a prescribed place of work or any time that an employee is assigned to work, including but not limited to: all time that the employee is required to be on duty or make an appearance before a court or administrative body on behalf of the College or as a witness in an administrative hearing related to St. Mary's College; time spent in traveling required by the College during regular working hours (excluding time spent traveling from home to work and work to home at the beginning or end of the shift) and non-voluntary meetings, committee work and training required by the College. Officers are

not required to be in an "on call" status; however, an Officer must respond to a directive to return to work during an emergency situation.

Travel time will be paid according to this MOU and the Fair Labor Standards Act. Mileage shall be at the rate paid by the State of Maryland.

- c) Employees in exempt positions shall be assigned a reasonable work schedule, usually eighty {80} hours bi-weekly. The work of employees in exempt positions is not solely measured by the hours worked. Employees in exempt positions are expected to work reasonable hours necessary to complete assignments on a schedule that satisfies the requirements of the job.

#### **Section 9.05: Work Schedules:**

A work schedule is defined as the employee's assigned work hours, including starting and ending times during the day, and the days included during the standard workweek. Temporary assignment of flextime and/or overtime hours shall not be considered a change in the work schedule of an employee.

Employees shall have the right to swap shifts, with the approval of their supervisor and as noted in section 9.03.

#### **Section 9.06: Work Breaks:**

There shall be two duty-free rest periods of fifteen {15} minutes each for all full-time assignments. Break periods shall be scheduled towards the midpoint of the first and second parts of the employee's daily schedule. Breaks may not be combined at the Employee's discretion. With the approval of the supervisor, an Employee may schedule the break at another time.

For Officers, there shall be two {2} fifteen {15} minute breaks each shift. Breaks will be taken at the discretion of the Officer in accordance with past practice. Management has the right to call an Officer back into service to respond to an emergency.

Reminder: Employees' break periods begin at the time employees stop working and ends fifteen {15} minutes after work stoppage. Employees must resume work at the end of any of the fifteen-minute{15} period.

For all staff who perform most or all of their work outside or who work inside locations where the internal temperature significantly fluctuates based in the outside temperature, on days when the temperature is forecasted to be above 90 degrees Fahrenheit or below 30 degrees Fahrenheit by National Oceanic and Atmospheric Administration {"NOAA"}, the College will follow the Occupational Safety and Health Administration {"OSHA"} standards for providing more frequent breaks based in the circumstances but in no event less than one {1} additional break of ten{10} minutes during the employee's shift.

#### **Section 9.07: Lunch break:**

All employees shall receive and are required to take a duty-free unpaid lunch period of one {1} hour; or, thirty minutes if approved by the supervisor. The lunch period should be scheduled around the mid-point of the employee's regular work shift with no restrictions. If an employee,

through no fault of their own, is unable to take their lunch break they may choose to take their lunch break at the end of their shift.

Officers shall receive a paid lunch period that shall be taken at the discretion of the Officer. The College has the right to call an Officer back into service to respond to an emergency.

#### **Section 9.08: Position Description:**

Upon initial employment and upon each change in job classification thereafter, each full-time or part-time bargaining unit employee shall be furnished a copy of his/her job description, applicable salary, assigned work location, daily work schedule, and prescribed standard workweek. The position description describing the essential components and the minimum qualifications and requirements necessary to perform the essential function of the position shall be included in the new employee packet. The position description is a statement of the actual duties and responsibilities that an employee performs in a particular office or department. Copies of position descriptions shall remain in an employee's file. An employee or their union representative may request a copy or copies of position descriptions at any time.

"Other duties as required" and similar terms shall mean job-related duties directly relevant to the position. An employee who is temporarily responsible for the duties of a higher classified position or a vacant position shall receive additional compensation. It is the employee's choice to accept or decline temporary responsibilities for additional compensation.

#### **Section 9.09: Updating Position Descriptions:**

Position descriptions may be evaluated to determine if changes are needed to reflect the duties and responsibilities. Position description changes shall be bargained if any change is a mandatory subject of bargaining. Reclassification procedures may be applicable in certain cases. Employees shall be provided an opportunity for input. Bargained changes shall be approved by the College and the union. The employee will be provided an opportunity to sign the position description and shall be provided a copy of the updated position description. If the employee chooses not to sign, the College will include a notation of the employee's waiver of signature. The union may also request a copy and such copy will be provided within 3 working days. If the employee disagrees with the College's decision, the employee may process an appeal through the grievance procedure.

#### **Section 9.10: New Positions - Position Descriptions:**

Preparation of new position descriptions is the prerogative of the College. The supervisor shall be responsible for preparing position descriptions. The supervisor shall make the final recommendation on content. Position descriptions shall be reviewed by the divisional vice president or designee and head of Human Resources or designee then signed by the employee and forwarded to the Office of Human Resources. If the employee chooses not to sign, the College will include a notation of the employee's waiver of signature. An employee may decline any promotion to a new position.

The employee accepts that, in declining a new position resulting from a change in their current position due to work method, workflow, or the needs of the College, they may be placed in another position that is the same or similar to their current position. However, if no position is available at the time of the promotion offer, and the available position has a lower salary range, the incumbent shall move to the lower position with no loss of compensation.

**Section 9.10.01: Senior Non-Commissioned Public Safety Officer Positions:**

After three (3) years of employment and at least three (3) years of meets or exceeds standards on performance evaluations with St. Mary's College of Maryland, an officer is eligible to be reclassified to a Senior Non-Commissioned Public Safety Officer position. When approved, the incumbent will receive a \$350 increase to annual base pay.

The reclassified position will have all normal duties related to a non-commissioned public safety officer position. Additional duties will include, but are not limited to: field training, mentoring, and temporarily acting as lead non-commissioned officer, as needed. Senior Non-Commissioned Officers acting in the role of lead still have the right to access supervisors and others normally of authority when addressing more critical questions/decisions.

This change will be made retroactive to July 1, 2012.

Agreement on Section 9.10.01 is contingent on the agreement on the proposed changes to 25.02, 25.04, and 25.04.02.

**Section 9.11: Payroll:**

The College shall provide newly-hired employees with all documents, forms, and policies that they have been asked to read, acknowledge and/or sign.

**Section 9.12: Paydays and Paychecks:**

Payday occurs every two weeks, on Wednesdays. As a condition of employment and by statute all employees will receive pay by direct deposit. Employees are provided online access to pay stubs. Where an employee has difficulty printing or accessing pay stubs, an employee may request a hard copy from HR.

**Section 9.13: Overtime Pay after 40 hours per week:**

All work performed by a non-exempt employee, in any classification, beyond forty (40) hours in a standard workweek, shall be compensated at the rate of one and one-half times his/her current hourly rate in accordance with the FLSA. Overtime shall be compensated at time and a half the employee's regular rate of pay.

**Section 9.13.01: Overtime - Public Safety-Overtime:**

All Public Safety Officers and Dispatchers who are pre-scheduled to work an overtime shift or assignment and report to duty will be guaranteed three (3) hours overtime pay at the overtime rate unless the employee is a holdover from a previous shift.

#### **Section 9.14: Overtime Distribution of Overtime as Equally as Practical:**

Overtime shall be distributed as equally as practical among all the employees within a specific job classification and department/office for which overtime is needed. Every supervisor or management representative responsible for the assignment of overtime shall maintain a list containing the name and the number of hours of overtime worked for each employee in his/her department/office. Overtime lists referred to in Section 9.14, 9.15 and 9.16 etc. shall be made available to all employees and to the union upon request.

#### **Section 9.15: Overtime List:**

Overtime shall be assigned on a rotating basis from an existing list containing the names of all employees who have volunteered for overtime work. Overtime shall be on the basis of seniority within the class, with the first opportunity being offered to the bargaining unit member with the highest seniority in the class. It shall be administered on a rotating basis depending on employee acceptance or rejection of overtime work.

#### **Section 9.16: Overtime- Method of Distributing Offers of Overtime:**

When an opportunity for overtime exists, the employee at the top of the list will be first offered the available overtime. Should the employee whose turn it is to work overtime decline such opportunity, the supervisor shall offer the overtime to the next person on the list and continue this process until an employee is available. In rare circumstances, when no employee from the list is available or everyone has rejected the opportunity to perform overtime work, the Employer will assign the work to that person with the least seniority within the job classification in the department/office. Such an assignment shall be made at least 40 hrs. in advance unless an employee is being asked to cover for someone who has just called out sick or unless an emergency exists. An employee who rejects overtime work will have his name placed at the bottom of the overtime list. If an employee is properly on leave when an overtime opportunity would have been offered based upon the employee's position on the overtime list, the supervisor shall not consider that employee as having had an overtime opportunity. The employee shall be eligible if and when the next overtime opportunity occurs.

#### **Section 9.17: Overtime shall be voluntary whenever practical:**

Whenever practical, overtime will be assigned on a voluntary basis; however, due to operational needs, the College may assign mandatory overtime work to Employees who ordinarily perform the work being assigned within the classification. If a volunteer cannot be found to work overtime, an Employee who is called to work from the mandatory overtime list may request not to be mandated to work overtime if he/she has a set appointment or a major life event, such as, but not limited to, a wedding or an Employee's child's prom or graduation, and such requests shall not be unreasonably denied by the Employee's supervisor. If the Employee does not work the mandated overtime assignment for reasons stated above, the Employee's name will not be moved from the mandatory overtime list.

#### **Section 9.17.01: Overtime Limitations:**

A shift exceeding sixteen (16) hours shall only be worked in an emergency situation such as when supervisors are unable to contact Employees on the overtime list, natural disasters, emergency responses, etc. At no time shall any Employee work a continuous shift longer than sixteen (16) hours unless an emergency situation exists.

**Section 9.18: Overtime- Advance Notice:**

Unless it is an emergency, the College shall provide notice of required overtime work at least 48 hrs.

in advance. Refusal of overtime work by employees on the basis that management did not provide advance notice within the time limits shall not be considered as a rejection of overtime by employees and their place on the overtime list shall remain unchanged. To provide timely advance notice, the College shall establish an up-to-date list of campus events including dates and times when employees will normally be expected to work overtime. This list should be published on a monthly basis with updates as necessary.

**Section 9.19: Overtime- Payment of Overtime:**

All hours under the overtime provisions of this MOU and, in accordance with the FLSA, shall be turned in on the appropriate overtime form and signed by the supervisor. Overtime will be paid to the employee at the next regularly scheduled payday, provided that such hours of overtime took place before the payroll reporting deadlines and the overtime report is turned in prior to the required payroll date submission.

**Section 9.20: On-Call Pay:**

A non-exempt employee who is required to be on-call shall be compensated by payment of a fee in an amount of \$60 for each 24-hour period that the employee remains on-call. The on-call vehicle shall be permitted to be parked at Lot A near Public Safety.

**Section 9.21: On-call assignments defined:**

Officers are not required to be in an "on call" status; however, an Officer must respond to a directive to return to work during an emergency situation. (Also cited in Section 9.04)

On-call assignments shall be defined as any time when a non-exempt employee is instructed by management to remain available to work during an off-duty period. Any employee who is on-call shall be required to leave word where the employee may be reached by telephone or by other electronic signal device in order to be available to return to work on short notice to perform assigned duties.

At the beginning of this MOU, management in a department with on-call assignments shall ask for volunteers for on-call assignments. This group of volunteers shall comprise an 'On-Call Pool' of employees. On-call assignments shall be equally rotated among this On-Call Pool of employees. Other employees shall not be required to work on-call assignments. Employees can swap on-call assignments with supervisor approval. Employees can opt in or out of the Pool once every six months (by May 1 and by November 1). On April 1 and on October 1 each year, management shall send a memo to all employees in the department concerned advising them of the opportunity to opt in or opt out of the On-Call Pool. If less than three people volunteer for the pool, then the on-call assignments will rotate among Department of Physical Plant employees according to past practice.

**Section 9.22: On-call time and Computing Overtime:**

On-call time is not compensable for purposes of computing overtime; however, employees shall be paid from the time they are notified, provided they report to work no later than 75 minutes

after such notification. An employee who is called back to work will be paid for all hours worked including reasonable travel from home to the work location and return. If an employee is unduly delayed, the supervisor will be notified immediately as possible. If the supervisor is not able to be reached, the employee must contact Public Safety.

**Section 9.23: On-call status - Length of Assignment:**

Designated employees shall normally be assigned to be on-call for a period of not more than seven consecutive days (including holidays). In instances where a designated on-call employee(s) cannot be reached or are unable to respond, the supervising authority may obtain a qualified substitute.

**Section 9.24: On-call status-Advance Notice:**

Employees shall be notified two weeks in advance of their assignment to on-call status. Essential employees or employees who are on call-back are not automatically assigned to on-call status.

**Section 9.25: On-call assignments made on rotating basis among those eligible:**

On-call assignments will be allocated by each department manager on a rotating basis among those employees qualified for such assignments.

**Section 9.26: On-call pay if duties are an extension of regular day:**

An otherwise eligible and qualified employee will not receive on-call compensation if the performance of the duties is an extension of the employee's regular workday or workweek.

**Section 9.27: On-call - Expectations on the time to return to work:**

Employees assigned to be on-call are required to return to work within 75 minutes of receiving a call from the appropriate authority. If during the on-call period, unforeseen emergency circumstances arise where the employee is no longer able to respond, the employee must notify his/her supervisor immediately. The employee's supervisor shall remove the employee from on-call status for that day for pay purposes unless the individual had previously responded during that same day. The employee's supervisor shall designate a new on-call employee if the previous employee is unable to be on-call.

**Section 9.28: Call-Back Pay:**

Full-time, non-exempt employees who are required to return to work on a regularly scheduled on-duty day after going off-duty, or are required to work on a regularly scheduled off-duty day are eligible for call-back compensation. Compensation of employees called back shall be guaranteed a minimum of three (3) hours pay even if the time spent on duty is less than three (3) hours. Employees shall be paid from the time they are notified, provided they report to work no later than 75 minutes after such notification. Additionally, such hours spent in travel shall be considered as hours worked and count toward the accumulation of overtime hours. Employees who are to report to a Judiciary Board meeting or a mandatory meeting at a time that is not within the employee's normal work schedule shall be compensated with a minimum of three (3) additional hours pay.

If an employee is unduly delayed, the supervisor or Public Safety will be notified immediately as possible.

**Section 9.29: Call-Back and On-call Returns to Work:**

This Section applies to employees who are called back to work whether or not such employees are in on-call status. This circumstance does not apply to the employee who may be working overtime as a continuation of the employee's normal hourly schedule.

**Section 9.30: Call- Back- Emergency Call-Back Procedures:**

The College's intent is to limit, as much as practical, the requirement to re-call employees back to campus for work. However, recognizing that bona fide emergencies do arise, the following process will be followed:

- a) The College will establish specific guidelines that stipulate what is and is not an emergency situation that requires immediate action.
- b) Employees will be notified of the emergency requirement in accordance with the standard operating procedures of their respective departments.
- c) In the event that there is any doubt, confusion, or questions concerning a specific situation, the contacted employee may refer the situation to his/her supervisory chain of command. In no case will an employee be disciplined for making a reasonable decision regarding the validity of an emergency situation.

**Section 9.31: On-Call or Call- Back- Emergency Defined:**

An emergency situation exists when:

- a) When there is an imminent threat to life or health, or
- b) When extensive damage to property will or may occur, or
- c) When a major campus operation is severely impacted, or
- d) If in doubt, an employee should contact his/her supervisor.

**Section 9.32: Time spent in work via telephone before or after regular shift:**

Employees who perform work via the telephone in an emergency or non-emergency situation, before or after their regularly assigned shift in excess of the minimum 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 situation or required work, name of client, reason for the emergency or required work, and signature of the employee.

**Section 9.33: Essential Employee Defined:**

An employee of a facility who has been designated as vital to the operation of the facility, whose presence is required regardless of the existence of an emergency condition, and whose absence from duty could endanger the safety and well-being of the campus population and/or physical plant shall be designated an "essential employee". All Officers are Essential Employees.

In the event of a snow emergency, housekeepers will be required to report at 7 a.m. On days when housekeepers report at 7 a.m., they will have the option, if the College remains open, of working until 4 p.m. or the option of leaving at 2 p.m. and using leave.

**Section 9.34: Essential Employees- Notice of Status by December 1 each year:**

Essential employees will be notified of their essential status no later than December 1st of each year for the following year. Commissioned Public Safety Officers are essential employees and will be notified of their status at the beginning of their employment and reminded of that status each year when their supervisor reviews their position descriptions with them. The College retains the ability to notify new hires after December 1st or declare additional employees as essential when necessary to avoid or mitigate serious damage to public health, safety, or welfare.

**Section 9.35: Essential Employees and Reporting to Work when the College is Closed:**

If the College is closed due to emergency conditions, essential employees are expected to report to work. If an essential employee fails to report for duty after they have been notified by his/her supervisor to report to work, he/she will not be paid for that day/days. Essential employees who report to work shall be paid for all hours worked and in addition shall receive administrative pay for all hours worked up to eight hours that the campus is closed during their shift. Exceptions will be considered by the supervisor on a case-by-case basis.

Work performing snow removal shall be compensated at the employee's regular rate of pay plus administrative pay for all hours worked, up to eight (8) hours. On a day when the College is closed, then employees called into work on hours other than their normal shift shall be paid their regular pay for all hours worked plus shall get administrative pay for all hours worked that day up to eight (8) hours. If the employer mandates that employees work more than eight (8) hours during a closure, then they shall be paid two (2) times their regular pay hour for hour.

Essential employees working during a weather related or public health State of Emergency declared by the County Commissioners, the Chief Public Health Officer, Governor, President of the United States shall be paid two (2) times their regular pay hour for hour.

**Section 9.36: Flex time- Exempt Employees:**

Exempt positions at the College are 40-hour-a-week jobs consistent with the general operating hours of 8:00 a.m. to 5:00 p.m. with one hour off for lunch. However, based on the needs of the college and its employees, supervisors have discretion to alter these general hours to fit the specific needs of a department or an employee. These needs may include business, economic, workload or other conditions with respect to the college, or family or individual needs of the employee.

**Section 9.37: Flex Time - Non- Exempt Employees:**

Non- Exempt Employees may, if approved by his/her supervisor, be permitted to flex his/her time within the workweek. All hours over forty 40 hours per week must be paid, at one-and-one half (1 ½) times the hourly rate.

**Section 9.38: Extra Hours Worked Summary:**

In all situations where employees, except Public Safety Officers and Dispatchers, are called into work other than their normal shift, or when they are called back to work, or when they are scheduled for overtime (other than as a continuation of their normal shift) or when they are mandated for overtime, employees shall be compensated with a minimum of two (2) hours at the overtime rate.

**Section 9.39: Telework:**

Requests to Telework will be submitted to HR and will be processed in accordance with the College's Board approved Telework policy, attached as Appendix A.

**ARTICLE X. ACTING CAPACITY APPOINTMENTS**

**Section 10.01: Acting Capacity General:**

The College may appoint any full-time employee to an acting capacity status in order to meet operational needs. Designating an employee to an acting capacity status is justified only when time or circumstances do not permit the immediate selection of a permanent appointee. Under normal circumstances, appointment to an acting capacity should not exceed a period of four (4) months. Acting capacity may be granted beyond a four (4) month period only by approval of the division's vice president and only if there has been a search process in accordance with the hiring guidelines established by the Office of Human Resources and Article 29 of this MOU.

**Section 10.02: Acting Capacity Conditions:**

The following conditions shall apply to acting capacity appointments:

- a) Acting capacity appointments can be made only to employees in positions.
- b) An acting capacity appointee will receive a salary adjustment for the appointment. Appointment of a current employee to an acting capacity status position of the same or higher pay range shall carry an increment that will be based on the duties and responsibilities assigned, but shall not exceed the maximum pay range. To calculate the minimum increase due, management shall first determine the difference between the pay of the person in acting capacity and the pay of the person whose duties are being performed by the employee in acting capacity. Management shall fairly determine the percentage of the other position's duties that are being performed. This shall be done in consultation with the supervisor of the position.
- c) Requests for acting capacity shall be initiated by the supervisor or department head. The request form will be routed through the appropriate Union- bargaining unit and the appropriate College authority. The responsibility for generating this request lies with the supervisor. However, if a supervisor unduly delays the processing of this request, an

employee may obtain the form and send it to Personnel.

d) Upon written approval of an acting capacity request, the employee assigned to an acting capacity appointment shall be given an appropriate pay adjustment, beginning with the first working day in the acting capacity position.

**Section 10.03: Acting Capacity in certain voluntary situations:**

Acting capacity status shall not be requested in instances of an employee voluntarily assuming duties ordinarily performed by her or his supervisor to cover short-term temporary absence four (4) weeks or less of the supervisor.

**ARTICLE XI. PROBATIONARY PERIOD**

**Section 11.01: Probationary Period for All Employees:**

The probationary period for all newly hired Employees shall be six (6) months.

Exempt Employees who have successfully completed six (6) months of probation at the time this MOU goes into effect shall be evaluated to determine whether their probationary status will be removed or extended.

**Section 11.02: Evaluations during Probation: Passing Probation if there is no Evaluation:**

The supervisor shall be required to conduct a verbal evaluation with the employee once during the first three (3) month period and provide a written summary to the employee and to the personnel file. The supervisor will provide a written evaluation prior to completion of the six (6)-month probationary period. If a supervisor fails to conduct a written evaluation prior to the end of the probationary period, the employee shall be considered to have satisfactorily completed the probationary period and will be moved to a fulltime, permanent position.

**Section 11.03: Extensions of Probation for New Employees and Commissioned Officers:**

A supervisor has the right to extend the probationary period for a new employee on a one-time basis for a period not to exceed an additional six (6) months. Once the extended probationary period has been completed, the employee must either be removed from probationary status or terminated. A probationary employee is only permitted to grieve rejection on probation and only for the purposes of demonstrating that the rejection is in violation of the law.

**Section 11.04: Probation when Transferring to a Different Classification or Department:**

Employees and officers who transfer to a different job classification or to another department within the College are subject to a probationary period of ninety (90) days, except that there shall be no probationary period for Non-Commissioned Officers who are promoted to Commissioned Officers.

In such cases, the employee will be permitted to earn and accumulate leave without restrictions; employees may use accumulated leave with prior approval from his/her supervisor. Supervisors shall provide sufficient training and guidance to assist employees to complete successfully the probationary period. The probationary period for transferred employees shall, if necessary, be extended for an additional one-time basis of ninety (90) days.

## **ARTICLE XII. MAINTENANCE OF MEMBERSHIP**

### **Section 12.01: Members in Good Standing:**

All employees who are members of AFSCME at the time both parties ratify this MOU, and all employees who subsequently join AFSCME, shall remain members in good standing for the duration of this agreement. Any employee who wishes to resign his/her membership in AFSCME shall be able to do so in the fifteen-day period immediately following expiration of the agreement. An employee being reclassified to a position outside of the bargaining units may elect to resign from membership in the Union.

### **Section 12.02: Employee Right to Dues Deduction:**

Employees covered by this MOU and for whom AFSCME obtains a written signed authorization for deduction of dues shall be entitled to have membership dues deducted from his/her paycheck on a biweekly basis.

### **Section 12.03: Processing of Union Membership/ Dues Deduction Forms:**

The authorization method as well as the amount to be deducted is a matter decided between AFSCME and its membership. Therefore, the College shall be held harmless on any dispute or litigation arising under the terms of this section.

## **ARTICLE XIII. UNION LEAVE & RELEASE TIME**

### **Section 13.01: Administrative Leave for Union Business:**

At the commencement of each new fiscal year, the College will credit the AFSCME's release time account with two hundred sixty (260) hours per year to be allocated among individuals serving as AFSCME Local Union officers. Release time must be approved by the supervisor and be consistent with operational needs. Officers using union leave shall provide at least fifteen (15) workdays notice to his/her supervisor of such absence.

The College shall respond within five (5) workdays of receiving the union officer's notice. 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.

**Section 13.02: Leave for attendance at Labor-Management Committees and College Sponsored Committees or Events:**

Leave for attendance at meetings regarding labor-management committees and College sponsored committees or events shall not be charged against the Union's release time account.

**Section 13.03: Union Activity during Work Hours:**

The College will grant AFSCME local union officers reasonable time off with pay, for attendance at grievance meetings, labor/management meetings, committee meetings and activities if such meetings or activities have been jointly established by AFSCME and the College, or meetings called or agreed to by the College. Other than in cases of an emergency, the AFSCME Local Union officer must provide notice of not less than two (2) workdays to his/her supervisor in advance of such absences, provided these absences are in no way detrimental to the staffing needs and operation of the employee's department.

**Section 13.04: Leave for Union Contract Ratification:**

All employees shall be granted paid leave not to exceed a total of eight (8) hours, in two (2) hour increments for union meetings for the ratification of contracts. Meetings necessary to educate the membership on the agreed MOU will occur on the employees' own time.

**Section 13.05: Release time for Bargaining Unit Employees for Union Business:**

The College shall create a bargaining unit release time account for union purposes. On July 1 of each year, the College shall credit the union's release time account with one (1) day of release time for every five (5) Employees in the bargaining unit. Any Employee will be allowed release time charged against the Union's release time account for Union business. Release time may be used in one-hour (1) increments. AFSCME shall provide at least forty-eight (48) hours' notice to the College when requesting release time for any Employee.

**Section 13.06: No Retaliation:**

The use of leave under this Article shall not serve as basis for unsatisfactory job performance evaluations or inappropriate comments from supervisors.

**Section 13.07: Release time for Campus and Joint Sponsored Committees:**

Employees shall be allowed paid release time, when required to participate on campus sponsored committee.

**Section 13.08: Release time for Staff Senate Meetings:**

Where staff senate bylaws permit union representation, the College shall permit the AFSCME local president or designated officer release time to attend Staff Senate meetings.

## ARTICLE XIV. ANNUAL LEAVE

### **Section 14.01: Annual Leave for Exempt Employees:**

Exempt Employees who are appointed to full-time positions will be credited with twenty-two (22) days of paid annual leave each calendar year at the rate of 14.67 hours per month.

### **Section 14.02: Annual Leave for Non-Exempt Employees:**

Non-exempt employees will accrue annual leave based on length of service to the College. Annual leave for non-exempt staff is earned as follows:

Date of hire through 3 years-12 days per year  
4 years through 8 years - 15 days per year  
9 years through 20 years - 20 days per year  
over 20 years - 22 days per year

### **Section 14.03: Annual Leave for Part-Time Employees:**

Part time employees who work at least fifty percent (50%) or more per week shall earn annual leave and all other leave on a pro-rated basis. Employees currently receiving 25 days of annual leave shall retain that benefit.

### **Section 14.04: Annual Leave Requests:**

With the exception of two (2) days per year, annual leave use will have to be approved in advance by the supervisor.

Employees must request the approval of annual leave in advance using the proper leave request form. The supervisor shall respond to the request for use of annual leave on the same day if practicable and within three (3) working days maximum.

For Officers: Employees must make a reasonable attempt to request approval of annual and holiday leave at least three (3) Days in advance using the proper leave request form. Management shall respond in writing to the Employee's request for leave as soon as possible following knowledge of the request for time off but in no case more than twenty-four (24) hours following knowledge of the request.

Request for leave shall not be unreasonably denied.

### **Section 13.08: Release time for Staff Senate Meetings:**

Where staff senate bylaws permit union representation, the College shall permit the AFSCME Local president or designated officer release time to attend Staff Senate meetings.

**Section 14.05: Annual Leave- Not allowed to use in excess of accumulation:**

At no time will employees be permitted to use annual leave in excess of accumulation.

Scheduled unpaid leave may be granted on a case by case basis. All unpaid leave must have prior approval from the Office of Human Resources.

**Section 14.06: Annual Leave-Amount that can be carried over year to year on July 1:**

Employees are permitted to carry over no more than 360 hours of accumulated annual leave from one fiscal year to the next. Annual leave exceeding the 360-hour maximum carryover at the end of the fiscal year (June 30) will be forfeited.

**Section 14.07: Sick Leave Upon Return to Service:**

An employee who returns to the College shall have their accumulated sick leave restored if they return to the College within a two (2) year period. Upon return the employee will accrue sick leave at the rate applicable to their job status of exempt or non-exempt.

**ARTICLE XV. PERSONAL LEAVE**

**Section 15.01: Personal Leave Accrual:**

All employees shall be entitled to three (3) days of personal leave each fiscal year. Personal leave will be pro-rated for employees who work at least fifty (50%) percent or 1,040 hours annually. For the fiscal year in which new employees begin employment, the number of personal leave days will be prorated. Personal leave may be used for any reason at the employee's discretion. In most cases, personal leave use does not require prior approval but does require that the employee notify his/her supervisor within fifteen (15) minutes of the employee's normal reporting/starting time. Personal leave must be taken in at least two (2)-hour increments, but a smaller amount may be approved by the supervisor for emergency situations, such requests shall not be unreasonably denied. Unused personal leave may be carried forward at the end of the fiscal year as annual leave if the total hours do not exceed the cap.

**ARTICLE XVI. SICK LEAVE and BEREAVEMENT LEAVE**

**Section 16.01: Sick Leave Accrual per Calendar Year:**

Employees in the bargaining units earn a total of fifteen (15) days of sick leave per calendar year, credited on a bi-weekly basis for non-exempt employees and on a monthly basis for exempt employees. Part time employees who work at least fifty percent (50%) earn sick leave proportionate to his/her employment. Earned sick leave shall be cumulative from year to year without limit. There is no compensation for unused sick leave at termination of employment.

**Section 16.02: Sick Leave - Granted for Certain Absences:**

Sick leave shall be granted when an employee is absent due to:

- a) Illness, injury or disability of the employee. A pre-scheduled medical appointment, a

medical emergency, treatment for the employee with an accredited, licensed, or certified medical provider.

- b) Illness or injury in the employee's immediate family and medical appointments, examinations, or treatments for the immediate family member with an accredited, licensed or certified medical provider.
- c) Immediate family as used in this section shall include a spouse, biological, adopted, step or foster child, grandchild, mother, father, mother-in-law, father-in-law, brother, sister, grandparent, brother-in-law, sister-in-law, or dependent of the employee who permanently resides in the employee's household for whom the employee has an obligation to provide care. The College may require an employee to provide certification by a medical provider to authenticate the need for the employee to care for the ill family member.
- d) Continuous use of earned leave including sick, annual, personal, advance sick leave, extended sick leave, and leave granted through donation, or unpaid family and medical leave shall be granted to an employee as needed for personal illness.
- e) An employee who becomes ill, injured, or suffers a disability while on vacation or other paid leave, may request that his/her leave be charged to sick leave. Such conversion will not take place until the employee provides documentation of care from an authorized medical practitioner.
- f) Advance sick leave will be granted to an employee who sustained a temporary, recoverable illness, injury or serious disability. Approval of this leave requires the employee to have completed a probationary period that all other types of accrued leave have been exhausted, and approval from the Office of Human Resources has been obtained.
- g) Employees who suffer from chronic or recurring illnesses or disabling conditions, which do not require a visit to a health care provider, each time the condition is manifested, shall not be required to provide certification for each absence provided a general certification is provided unless the absence is for five (5) or more consecutive days. Such frequent absences shall not be used as the basis for a certification requirement. If an employee has a condition identified as a permanent disabling condition, the College may require certification and follow-up reports from a health care provider no more frequently than every six (6) months of the continued existence of the chronic condition.

### **Section 16.03: Verification of Use of Sick Leave:**

The Office of Human Resources may require an employee to provide a medical certificate signed by a qualified medical practitioner to verify an employee's use of sick leave, advanced sick leave or extended sick leave. Such requests shall be made in writing to the employee. An employee who uses excessive amounts of sick leave may be required by the College to undergo a medical examination by a medical practitioner of the College's choice to assess the employee's ability to perform the essential functions of his/her position.

**Section 16.04: Sick Leave that extend beyond 5 days - Medical Provider's Note Required:**

A signed doctor's note indicating the unavailability for work of the employee shall be presented to the employee's immediate supervisor for leaves extended beyond the fifth day. It is not required that the doctor's note contain information related to the specific illness of the employee.

**Section 16.05: Sick leave - Medical Release to Return to Duty:**

Upon return to work, the employee must provide a note from an authorized medical provider that he/she is fit for duty. Should the medical provider list restrictions, the College will provide reasonable accommodation in order that the employee may perform work for which the employee is qualified.

**Section 16.06: Family Medical Leave Act (FMLA):**

The College will provide family and medical leave in accordance with the provisions of the Family and Medical Leave Act. Upon mutual agreement between the department head and the employee a longer period of unpaid leave may be granted. Documentation from the employee's medical provider must be submitted to the Office of Human Resources for an extended leave beyond the twelve (12) weeks mandated under the FMLA.

The College may extend the period of FMLA leave beyond twelve weeks, as provided below:

Length of Service

With the College at start of FMLA	Additional FMLA Leave
At least 3 years	4 Weeks
More than 3 years, but less than 9 years	8 Weeks
9 years or more years, but less than 20 years	12 Weeks
20 years or more	16 Weeks

For any extended leave period, all FMLA requirements apply.

**Section 16.07: Parental Leave (General):**

Twelve weeks (60 days) of parental leave shall be provided to an employee who occupies a permanent full-time position for the purposes of birth and/or adjustment to the introduction of a child into the employee's home (including adoption or placement prior to adoption). The Office of Human Resources must receive the parental leave request forms prior to the birth or placement of the child.

**Section 16.08: Parental Leave Procedures:**

Any employee (female or male) who has been employed by the College for a period of at least one (1) year in a permanent full-time Position shall be provided with sixty (60) Working Days of paid leave for children born or placed in the employee's home. The birth or placement of the child must occur after one (1) year of full-time employment in a permanent Position. Parental leave shall commence on the first day's absence from work. The use of Parental Leave shall not be charged against the Employee's

accumulated leave balances. The sixty (60) Working Days shall be used however the employee prefers with the approval of the supervisor, such as twenty-four (24) weeks at half time or any combination thereof. However, if the Employee requests intermittent leave, the employee must provide a written schedule of intended leave to HR. Intermittent leave must be approved by the supervisor and, unless medically necessary, may be denied.

**Section 16.09: Period of Parental Leave may be extended in accordance with FMLA:**

The period of leave may be extended past sixty (60) days to a total of twelve (12) workweeks, in accordance with the Family and Medical Leave Act of 1993. All leave used will count towards and be included in the total twelve (12) weeks of Family/Medical Leave available.

**Section 16.10: Parental Leave - obligations when leaving employment:**

If parental leave is used and the employee voluntarily ends his/her employment with the College within one (1) year after the last day used for parental leave, the employee must reimburse the College for all parental leave used, including all fringe benefits or other costs paid by the College as a result of the employee's employment with the College. The cost of the leave and benefits may be reimbursed by the employee to the College in a prorated manner.

**Section 16.11: Parental Leave -Timely notice to a supervisor:**

Employees should notify his/her supervisor as far in advance as possible of their desire to use Parental Leave and must provide documentation of birth or placement.

**Section 16.12: Bereavement Leave - Death of a Relative:**

A maximum of three (3) days of bereavement leave may be used by each Employee per fiscal year, as provided in this section. A letter stating the name of the deceased person and the Employee's relationship to the deceased person must be submitted with applicable time sheet/leave report. Bereavement leave must be requested on the appropriate leave request form and submitted to the Employee's supervisor for approval. Bereavement leave is not an accrued leave and at no time will payment be made for bereavement leave not taken.

Bereavement leave may be used in the event of the death of a spouse, child, stepchild, stepparent, parent of Employee or spouse, brother or sister of Employee or spouse, grandparent or grandchild of Employee or spouse, son-in-law, daughter-in-law, parent of a shared child or other relative who is a permanent resident of the household.

If bereavement leave is exhausted, an employee may use a maximum of three (3) Days of earned sick leave in the event of the death of one of these immediate family members: a spouse, child, stepchild, stepparent, parent of Employee or spouse, brother or sister of employee or spouse, grandparent or grandchild of Employee or spouse, son-in-law, daughter- in-law, parent of a shared child.

A supervisor may approve the use of an additional two (2) Days of earned sick leave if extensive travel is required. A maximum of one (1) Day may be charged to earned sick leave for

reasons related to the death of an Employee's or spouse's aunt, uncle, niece or nephew.

In the event that all other paid leave is exhausted, an Employee may request unpaid leave for attendance at a funeral, upon submission of documentation.

**Section 16.13: Notice to Management Regarding all Spouses and Dependents:**

For documentation purposes, all spouses and dependents must be on file in the Office of Human Resources.

**Section 16.14: Advanced Sick Leave:**

Advanced sick leave may be granted to an employee who has completed an original probationary period and who has exhausted all sick leave.

Advanced sick leave shall be granted at the rate of fifteen (15) working days per year of service to a maximum of sixty (60) working days in any one calendar year. Use of advanced sick leave constitutes a debt for which payment shall be enforceable upon the employee's return to work or upon the employee's separation from employment, whichever is earlier. Upon return to work, the minimum rate of payback for advanced sick leave shall be at one-half the rate that sick leave and annual leave is earned. An employee may elect to pay back advanced sick leave by applying any earned leave or reimbursing the College with cash.

Employees shall not be denied advanced sick leave on the basis of using an "excessive" amount of sick leave unless an employee has demonstrated proof of abuse of sick leave in the last year, including but not limited to a pattern of unsubstantiated absences; has been placed on a one-day doctor slip requirement; and has then subsequently not been able to justify being out on sick leave.

**Section 16.15: Employee to Employee Leave Donation:**

Employees shall have the right to donate leave from one employee to another. Employees may contribute up to eighty (80) hours of sick leave to a designated College employee who has a qualified FMLA event that requires the employee to be absent and has exhausted all of his/her own accrued leave. The donation must be arranged through the Office of Human Resources, and medical documentation is required before the transfer of leave can be approved. Solicitation of leave shall not occur until approved by Human Resources. Additionally, the total amount of leave received cannot exceed that amount actually used. Employees who donate leave must retain a minimum of one- hundred and eighty (180) hours of sick leave. Employee to employee donations may not be made by an employee whose employment has been terminated or is scheduled to end.

**Section 16.16: Notification to Supervisor of Being Late or Absent from Work:**

Policies / Procedures for call in when an Employee is late or absent shall be such that messages left for a supervisor or designated contact person shall be to one (1) number (designated by the appropriate supervisor) and messages left on that number's answering machine at least fifteen (15) minutes before the beginning of the employee's shift, shall be sufficient notice.

This notification requirement does not affect the Employee's responsibility to attain approval for use of leave or the College's ability to discipline the Employee for tardiness or inappropriate absence from work, in accordance with this MOU.

**Section 16.17: COVID Leave:**

Effective the date of ratification of this Agreement through December 31, 2024, fulltime employees who are fully compliant with the St. Mary's College of Maryland's COVID-19 Vaccination Policy, that means they have received the full dose of the initial COVID-19 vaccine or have been approved for a religious or medical exemption by the College, will be eligible to use five (5) days, a total of 40 hours, of paid COVID-19 leave to recover from or care for a family member due to COVID-19.

To be eligible for COVID-19 Leave, employees must either:

- (1) Be fully vaccinated; an employee who is fully vaccinated has submitted the vaccination documentation required by the College's COVID-19 Vaccination Policy, which means they have received the initial dose of a COVID-19 vaccine prior to the date of the first day of leave requested; or
- (2) Have a medical or religious vaccine exemption approved prior to the date of the first day of leave requested.

To receive COVID-19 Leave, employees must have complied with the above stated eligibility requirements and must provide Human Resources the following:

- (1) A positive COVID-19 PCR or rapid 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) An employee must submit the required documentation to Human Resources by the end of the first pay period that follows the pay period the employee is requesting COVID-19 leave.

COVID-19 Leave is available to employees for care of an immediate family member which shall include a spouse, biological, adopted step or foster child, or dependent of the employee who permanently resides in the employee's household for whom the employee has an obligation to provide care. The College may require an employee to provide certification by a medical provider to authenticate the need for the employee to care for the ill family member.

- COVID-19 Leave is not cumulative and will not carry over at the end of any fiscal year.
- COVID-19 Leave will be made available to employees once they have provided documentation of a positive PCR or rapid test. Adjustments to timesheets will not be made for employees who do not turn in required documents by the end of the pay period following the pay period leave is requested.

COVID-19 Leave must be used in two (2) hour increments; an employee is not required to use all 5 days of COVID-19 leave at once.

## **ARTICLE XVII. OTHER LEAVE**

### **Section 17.01: Religious Observance Leave:**

Employees shall be allowed to use personal or annual leave in order to observe a religious holiday or to attend ceremonies or acts associated with their religion pursuant to Title 7, Section 703 [42 USC § 2000 e- (j)]. Any employee requesting to use leave for religious purposes must request the approval of leave at least twenty-four (24) hours prior to the requested leave date.

### **Section 17.02: Military and War Leave:**

An employee who is serving as a member of the Army, Navy, Air Force, Marine or Coast Guard Reserve shall be entitled to a leave of absence for military training for a period of not more than 20 Working Days (pro-rated for part time Employees) in any calendar year without loss of pay or charge to any leave. Leave due to call-up to active military duty during a national or international crisis or conflict shall be in accordance with the "Policy on call-up to active military duty during a national or international crisis or conflict". Copies of all orders to report to duty must be furnished to HR upon receipt.

### **Section 17.03: Uniformed Services Employee and Reemployment Rights Act:**

Employees of the College are covered by the Uniformed Services Employee and Reemployment Rights Act (USERRA), 38 USC §§4301 through 4333.

### **Section 17.04: Acts of Terrorism Leave:**

In the event of acts of terrorism upon the state or country, all College employees will follow the instruction provided by College administration.

### **Section 17.05: Job Interviews:**

Employees shall be allowed paid release time to attend job interviews in a different department and/or for another position within St. Mary's College.

### **Section 17.06: Administrative Leave:**

The College may provide paid administrative leave to all employees occupying permanent positions who are absent from work due to extreme weather conditions {in accordance with the College's emergency closing policy), jury duty, legal actions requiring the employee's participation (provided that the employee is not a plaintiff to the legal action or a defendant in a criminal matter), certain military obligations, approved out-service training, participation as a member in an employee organization, and professional conferences/seminars. Part-time permanent employees will be granted paid leave only for those days on which they are scheduled to work.

### **Section 17.07: Administrative Leave in Emergency or Other Situations:**

Employees in the bargaining unit shall be granted administrative leave with pay as follows: a) During emergency situations as approved by the College. b) Other purposes considered in the best interest of the employee as approved by the College.

### **Section 17.08: Organ Donation Leave:**

In any twelve {12}-month period, an employee may use up to three {3} days of Organ Donation Leave to serve as a bone marrow donor and ten {10} days of Organ Donations Leave to serve as an organ donor. Organ Donation Leave may be used only for the actual donation procedure, the preparation for the actual donation procedure and recovery from the actual donation procedure. It may be used in increments in one (1) hour or more. An employee, or if incapacitated, his or her authorized representative, may request Organ Donation Leave by submitting the request in writing, and appending the relevant medical documentation. The College shall render its decision on the request for Organ Donation Leave within five (5) business days of the Office of Human Resources receiving the request. Organ Donation Leave shall be denied only if the employee fails to provide the medical documentation that is required to establish his or her status as a donor. This may be an FMLA qualifying event.

### **Section 17.09: Transfer of Leave Earnings:**

An employee who transfers to a position at the College from a Maryland State agency shall do so without loss of sick leave earned or credit for State employment. Additionally, up to two (2) weeks of annual leave shall be retained by the employee. Personal leave will be allocated in a pro-rated method in accordance with current practice.

## **ARTICLE XVIII. WORKRELATED INJURIES & ILLNESSES**

### **Section 18.01: Accident Leave Generally:**

Accident leave is leave in which the employee receives two-thirds of his/her regular pay. An employee who is injured while performing his/her duties and responsibilities while at work and is unable to return to work as a result of the work accident may be eligible to receive up to ten (10) days of accident leave.

### **Section 18.02: Accident Leave is in addition to Workers Compensation:**

In addition, an employee has the right to file a claim with the Workers' Compensation Commission.

For an employee to be eligible to receive consideration for accident leave, the following criteria must be met:

- a) The injury is a compensable injury as provided by the Maryland Workers' Compensation Act
- b) The employee reports the injury immediately to his or her supervisor. (The employee's supervisor is responsible for submitting a report of the accident to the Office of Human Resources within twenty-four (24) hours following the injury.)
- c) Within three (3) workdays of the injury, a physician must examine the employee and certify the employee is disabled.

### **Section 18.03: Conditions on receiving Workers Compensation:**

In order for an Employee to obtain Workers' Compensation benefits, the injury or illness must be deemed compensable for time missed by the Injured Workers' Insurance Fund/Workers' Compensation Commission. If the injury or illness is deemed non-compensable, the Employee must use his/her own sick leave and have medical claims paid through his/her health insurance

carrier. Appropriate documentation from an authorized medical provider, certifying the need for release from work is also required for all time missed as a result of the injury/illness. All medical documentation must be submitted to HR. HR will manage the return to work process with the employee and the Employee's supervisor. Additionally, the Employee may not return to work until an authorized medical provider certifies, in writing, that the Employee is able to return to work with or without restrictions. The College will strive to provide meaningful work within the confines of the medical restrictions. An Employee returning to work with a note from an authorized medical provider that makes physical restriction recommendations will be given reasonable accommodations. Reasonable accommodations will be reassessed based upon guidance from the Employee's medical provider and in coordination with the needs of the College.

**Section 18.04: Accident Leave-Amount to be granted:**

If the Injured Workers' Insurance Fund/Workers' Compensation Commission deems an employee's injury/illness compensable for time missed, the employee will be provided with ten (10) days of accident leave. For absences related to compensable work-related injuries/illnesses that exceed ten (10) days of accident, the injured employee will receive temporary total disability benefits from the Injured Workers' Insurance Fund. The Office of Human Resources will notify the Injured Workers' Insurance Fund of the date that the injured employee should begin receiving temporary total (TT) disability payment, and will keep an employee on accident leave until IWIF begins TT for medically documented time missed from work due to the work-related injury/illness. Temporary total disability payments are calculated at 60% of normal pay. While on temporary total disability benefits, the injured employee becomes responsible for directly paying all deductions normally taken from his/her bi-weekly check, including their share of health benefit premiums. The College will continue to pay normal subsidies it is required to pay for an injured employee. A written notification of compensability for time missed must be received from the Injured Workers' Insurance Fund prior to the granting of accident leave or temporary total disability payments. If accident leave is granted, all leave must be used within one year from the date of the accident and medical documentation must be submitted for all time missed due to a work-related injury/illness.

**Section 18.05: Accident Leave - Automatic Qualification Pending IWIF determination:**

Unless there is a reasonable basis for believing the injury is non-compensable prior to receipt of a determination of compensability from IWIF, an employee must be placed on accident leave unless there is reasonable basis for believing that the injury is non-compensable.

**Section 18.06: Other leave to be used only if the injury is believed to be non-compensable:**

Only if the injury is believed to be non-compensable, may the employee be placed on sick, annual or other available leave prior to receipt of a determination by IWIF.

**Section 18.07: False Claims:**

If a manager or supervisor receives evidence that supports an inference that the employee's injury was not work-related, the manager or supervisor shall immediately notify the Office of Human Resources and share all available evidence with the Office of Human Resources.

### **Section 18.08: Victim Responsibilities and Assistance Options:**

After an employee returns to work, accident leave may be granted for continuing treatment as certified by a physician selected by the appointing authority up six (6) months from the day of the original disability. Also, if the employee is able to return to work at a reduced capacity for up to six months, the employee shall be placed on restricted duty. If the work-related injury/illness requires the employee to be absent and all 10 (ten) days of accident leave has been exhausted,

the employee will file for temporary disability payment from the Injured Workers' Insurance Fund.

### **Section 18.09: Periodic Examinations:**

The appointing authority or IWIF may require an employee on accident leave to undergo periodic examination by a physician selected or accepted by the appointing authority or IWIF to determine the employee's progress and the length of time necessary for the employee's recovery.

### **Section 18.10: Determination of Non-compensability:**

If a Workers' Compensation Commission order determines that the injury is not compensable, the appointing authority shall correct the employee's leave record to reflect a conversion of accident leave, which was granted prior to notification of non-compensability, to annual, sick, or personal leave. If the employee does not have leave, accident leave shall be converted to leave of absence without pay.

### **Section 18.11: Reimbursement of Leave Granted if there is a Subsequent Determination of Non-compensability:**

The employee shall reimburse the College for any leave advanced for an injury, which is subsequently determined to be non-compensable.

### **Section 18.12: Subrogation:**

An injured employee may be entitled to temporary total benefits for loss of wages according to the Maryland Workers' Compensation Act only after all available accident leave has been used.

### **Section 18.13: If an Employee Fails to Enforce a Claim against a Third Party:**

Should an employee fail to enforce a claim against the third party, the State may bring an action in its own name, in accordance with State Personnel and Pensions Article, Section 9-702, Annotated Code of Maryland.

### **Section 18.14: Temporary Total Benefits:**

An injured employee shall be entitled to temporary total benefits for loss of wages according to the Maryland Workers' Compensation Act only after all available accident leave has been used.

**Section 18.15: Medical and Hospital Expenses & the Workers Compensation Act:**

Medical and hospital expenses shall be paid on behalf of an injured employee in accordance with the Maryland Workers' Compensation Act.

**Section 18.16: Health Benefits Subsidies:**

An employee absent on a short-term leave of absence without pay (off payroll) due to a work-related Injury is responsible for paying his/her share of health insurance premiums; the College will continue to pay the employer portion of health insurance subsidies while the injured employee is on accident leave and/or temporary total disability with Injured Workers' Insurance Fund (IWIF) Employees on accident leave shall continue to accrue leave, seniority and other benefits.

**ARTICLE XIX. PAID HOLIDAYS**

**Section 19.01: Paid holidays:**

The College schedules eighteen (18) paid holidays each calendar year for employees occupying permanent positions.

**Section 19.02: Scheduling of holidays:**

The College reserves the right to assign holidays and set the schedule.

**Section 19.03: Distribution of the holiday schedule:**

The Office of Human Resources will distribute the holiday schedule annually.

**Section 19.04: Holiday leave and Floating holidays:**

Holiday leave is earned on the actual date of the holiday or on its day of observance. Floating holidays, once earned may be used at the employee's discretion with prior approval.

**Section 19.05: Additional holidays:**

Any additional day of national or state observance declared by the Governor of the State of Maryland or by the President of the United States may, at the discretion of the College, be honored as an additional paid holiday.

**Section 19.06: Holiday pay:**

Non-exempt employees and Officers scheduled to work on the following five (5) College scheduled holidays, New Year's Day, Memorial Day, Independence Day, Thanksgiving, and Christmas, shall receive compensation at one and one half (1 1/2) times their regular hourly rate and a substitute holiday. Exempt employees who are required to work on a scheduled College holiday will be entitled to a substitute holiday with pay.

**Section 19.07: Substitute Holidays:**

Employees required to work on a scheduled holiday (other than New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, and Christmas Day) shall be entitled to a substitute holiday with pay.

**Section 19.08: Leave "Cash Out":**

Employees will be paid for all accumulated unused annual leave and holidays earned, worked, and not yet taken at the time of separation from employment.

**ARTICLE XX. PERFORMANCE EVALUATION**

**Section 20.01: Annual Review:**

On an annual basis, all St. Mary's College employees' performance will be assessed. Evaluations shall be an on-going process and shall be completed by management at the end of the cycle. Only supervisors who have consistently observed performance and who have been trained on how to do evaluations for St. Mary's College of Maryland employees and, in particular the category of employees that they supervise, shall be allowed to evaluate. Supervisors must be trained within the last two years in how to do evaluations. Evaluation training will be offered to supervisors and employees at least once every two {2} years. The Union may send a representative to attend evaluation training sessions. Employees may also participate in the same training on the evaluation process. The Office of Human Resources will maintain sign-in lists of supervisors and employees for each training session of those who attend evaluation training. When requested by a union officer or steward, the College shall provide the sign-in sheets that Human Resources has for evaluation training for a particular supervisor or employee.

**Section 20.02: Evaluations Shall be a Part of the Employee's Personnel File:**

Employee performance reviews become a permanent part of the employee's confidential personnel file.

**Section 20.03: Performance Standards:**

Performance standards and behavioral elements shall be specific, attainable, relevant, measurable, and fully consistent with an employee's duties and responsibilities as described in the position description. Standards and elements will be performance and results related, not trait related. Standards and elements 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. If an employee does not have an opportunity to perform work described by a standard or element, that standard or element will not be considered in the performance/appraisal. Standards/elements will be applied fairly, objectively, and equitably. The College should 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. Time off on leave (sick, personal, annual, etc., and authorized time for union representational purposes, and other authorized activities) will not be considered negatively in the application of performance standards and behavioral elements. In the event a supervisor has a performance problem with an employee that may result in a negative evaluation, the

employee will be given a time frame to correct the performance before evaluations are completed. If, at any time, an employee's performance is considered to be at a level, which jeopardizes his/her, eligibility to receive a merit increase, the supervisor shall notify the employee in writing as soon as possible. Unless the deficient performance warranting the denial of the increase occurs late in the evaluation period, such notice shall be provided sufficiently in advance to provide the employee with an opportunity to improve performance and become eligible for the merit increase. Failure to notify the employee per this article shall not entitle the employee to an increase if the employee's performance does not warrant it.

#### **Section 20.04: Grievances Concerning Evaluations Limited:**

Employees may only file a performance evaluation grievance if he/she receives a Less Than Expected performance rating for his/her overall performance. An employee may file a grievance contesting the factual accuracy of comments included in the evaluation.

When an employee is given a rating in any category, the supervisor must fully support that rating with written comments that justify it. All ratings must reflect the performance in the area being rated over the entire rating period. Without such comments, the evaluation shall be returned to the rater. An employee may file a grievance contesting the factual accuracy of comments including any claim that the comments/ performance does not justify the rating. If there is a finding that the comments do not support the rating, the rating shall be changed. An employee may file a grievance on a performance appraisal evaluation if he/she receives a Less Than Expected performance rating for his/her overall performance.

### **ARTICLE XXI. DISCIPLINARY ACTION**

#### **Section 21.01: Applicability:**

The disciplinary action relating to misconduct applies to union employees.

#### **Section 21.02: Disciplinary Procedures:**

It is the policy of the College to apply corrective disciplinary action in a progressive manner, with increasingly severe penalties each time an employee is disciplined for a similar infraction. It is the policy of the College to use the lowest form of discipline that has the potential for correcting the problem. Discipline shall begin with a formal oral warning, and progress to a written warning, suspension, and termination. With the exception of serious offenses, employees are rarely suspended or terminated for a first offense and will receive a notice of counseling prior to the lowest form of discipline. However, an employee may be terminated for any reason including, but not limited to, serious or repeated offenses. Disciplinary actions will only be taken for just cause.

##### **Section 21.02.01: Written Records of Counseling:**

Issuing a counseling is an instructional communication and is not a disciplinary action.

The severity of an infraction permitting, prior to the implementation of progressive discipline, at least one record of counseling must be made on the official College form and the employee shall have the opportunity to acknowledge receipt. Once the employee has had the opportunity to acknowledge receipt, the record of counseling will be submitted to the Office of Human Resources.

At the employee's request, all records of counseling that are five (5) or more years old shall be removed from the employee's official personnel file.

**Section 21.03: Requirements before an Employee May be Disciplined:**

In all cases during meetings related to disciplinary action, the Employee shall have the right to Union representation. The appropriate person(s) (e.g. immediate supervisor, department head, etc.) shall promptly investigate the alleged misconduct and meet with the employee and his or her Union representative. It is the responsibility of the employee to notify the union of the date, time, and location.

The College shall consider any mitigating circumstances; determine the appropriate disciplinary action, if any, to be imposed, give the Employee notice that discipline will be imposed at least twenty-four (24) hours before discipline is imposed. At the disciplinary meeting, the College will give the Employee written notice of the disciplinary action to be taken and an explanation of the College's evidence and provide written notice of the Employee's appeal rights, and the effective date of the disciplinary action. All instances of disciplinary action shall immediately be reported to HR. A disciplinary meeting shall be scheduled within 15 workdays and be held no later than 20 workdays from the date that a supervisor or manager knew of the alleged conduct/performance at issue in the discipline.

For meetings involving time and attendance, the timeline shall begin upon receipt of a submitted timesheet.

The parties acknowledge that deadlines may be extended by mutual agreement. If the College or the Union believe an exception to the timeline is needed, they shall contact the other party, in writing, to request additional time. The request by the College or the Union must include justification for the timeline extension. The parties shall work together in good faith to schedule and conduct the meeting. Upon agreement to a revised timeline, the employee or management shall be given a written statement estimating how much longer the investigation shall take. Investigations shall be conducted as expeditiously as possible. For allegations of sexual misconduct, the College will follow Section 26.06 of this MOU.

## **ARTICLE XXII. GRIEVANCE PROCEDURES**

### **Section 22.01: Resolution of Work Problems:**

St. Mary's College of Maryland recognizes that legitimate work-related problems, differences of opinion, complaints, and grievances may exist in the employer-employee relationship. It is the responsibility of the employer to establish and maintain a work environment in which an employee problem or complaint will be promptly identified, presented, discussed and processed in accordance with the procedures and timelines stated in this Article.

### **Section 22.02: Employees' Right to File Complaints and Grievances without Reprisal:**

Any employees covered under this collective bargaining agreement will have the right to make known a work-related problem or complaint and file legitimate grievances without suffering coercion or reprisals. Employees have the right to union representation at any Step of the grievance procedure under this Article. Employees may also decide to represent themselves at any step of the grievance procedure.

### **Section 22.03: Grievances - Formal Steps and Procedures for Filing:**

All grievances must be submitted in writing on the appropriate form provided by the Office of Human Resources and each grievance shall:

- a) Identify the specific term or provision of the agreement to have been violated;
- b) Provide a short statement of the pertinent facts supporting the grievance;
- c) Clearly state the remedy sought to resolve the grievance.

Failure of the grievant and/or the grievant's representative to file the grievance at any step within the prescribed time limits will result in dismissal of the grievance.

### **Section 22.04: Work Days Defined for the Purpose of this Article:**

For purposes of this Article, a work day is defined as a day the College is open for business that is not a Saturday, Sunday, or a College Holiday.

### **Section 22.05: STEP I Grievance:**

The employee has the right to file a Step I grievance with the designated Office of Human Resources representative within fifteen (15) working days from the date of the alleged infraction. The grievance shall be submitted in writing and should state the specific remedy requested.

- a) Within ten (10) working days after receipt of the grievance, a designated management representative (not to include the employee's direct supervisor) shall hold a hearing with the aggrieved employee and/or his/her union representative. By mutual agreement of the union and management, a hearing under this section may be postponed or rescheduled; however, no hearing shall be delayed for more than twenty (20) calendar days.
- b) Within ten (10) working days after the hearing has taken place, the designated representative will issue a written decision. If the grievance is denied, the employee shall receive a written explanation of the reasons for the denial.

- c) Failure by the designated representative to issue a decision within the prescribed time limits will render the grievance granted, including the requested remedy.
- d) Failure of the grievant and/or the grievant's representative to file the grievance at any step within the prescribed time limits will result in dismissal of the grievance.

**Section 22.06: STEP II Grievance:**

If the grievance is not settled at Step 1, the grievant has the right to appeal to the President or designee within ten (10) working days from the date he/she received a written denial at Step 1. The President's designee shall exclude those from the division in which the employee works or in the employee's direct chain of command.

- a) Within ten (10) working days from receipt of an appeal, the President or designee shall hold a hearing with the employee and/or his/her union representative.
- b) A hearing under this section can only be postponed by mutual agreement of the President or designee and the union representative.
- c) Within ten (10) working days from the hearing, the President or designee shall render his/her written decision on the matter.
- d) Failure by the President or designee to issue a decision within the prescribed time limits will render the grievance granted, including the requested remedy. If the grievance is denied, the employee shall receive a written explanation of the reasons for the denial.

**Section 22.07: STEP III Grievance:**

If the grievance is not resolved at Step II, the grievant has the right to appeal the decision to the Office of Administrative Hearing within ten (10) working days for a final and binding resolution unless an appeal is otherwise provided by law.

**Section 22.08: Employer Grievances:**

In cases when the College believes that a violation of the MOU has occurred or is occurring, the College may provide the Union with a written notice of the violation. The College and the Union shall meet within fifteen (15) working days of the notification in an attempt to resolve the matter. If the issue is not resolved to the College's satisfaction, the issue may be submitted to the Office of Administrative Hearings no later than five (5) working days following the initial meeting. The decision of OAH shall be final and binding except to the extent an appeal is otherwise provided by law.

## **Section 22.09: OTHER PROCEDURES:**

When the subject of a grievance is of such magnitude or nature that an employee's immediate supervisor cannot authorize settlement, the grievance can be submitted directly to Step I. If a grievance is of such nature that it involves a disciplinary suspension or higher sanction, the grievance can be submitted directly to Step I.

If a grievance is of such nature that has generalized impact on the bargaining unit, the parties may agree to submit the grievance directly to Step II.

Employees who are expected to be part of a grievance meeting, at any level of the grievance procedure, shall notify his/her supervisors at least one (1) day prior to the day in which a grievance meeting will take place. This includes the grievant, witnesses and job steward.

By mutual agreement of the College and AFSCME, similar grievances may be consolidated and processed as a single grievance. When a number of grievances have been reduced to a single grievance, not more than three (3) employees selected from and by the group may be excused from work to attend a grievance meeting.

The College shall provide at least three (3) hours of release time to a designated job steward for the purpose of interviewing a grievant who has received formal discipline. In other grievance-related matters, the designated job steward shall be entitled up to one (1) hour of release time to interview the potential grievant.

- a. The College shall provide potential witnesses in a grievance proceeding at least one (1) hour of release time for the purpose of providing information and to prepare testimony with a designated job steward or the union's representative.
- b. A record of each grievance and its disposition shall be furnished to the employee involved. A file copy of each grievance shall be maintained at the last Step at which the grievance was processed and an additional copy shall be filed with the Office of Human Resources, which shall be available to the employee or the employee's representative.
- c. All of the time limits contained in all Steps of the grievance procedures may be extended by mutual agreement. The granting of any extension at any Step shall not be deemed to establish a precedent.
- d. In a formal grievance, management has the burden of proof, provided that the employee has complied with Article XXII, Section 22.03 of this agreement.
- e. As soon as possible after discipline has been taken, but not later than three (3) business days following the imposition of discipline, management, upon the request of the disciplined employee or his/her union representative, shall provide the disciplined employee and his/her union representative with evidence collected that is related to allegations against the employee, provided that the employee and union representative sign an agreement of no retaliation and to maintain the confidentiality of the evidence and to use it only in connection with any grievance filed by the disciplined employee to protest the disciplinary action.

**Section 22.10: OAH Fees:**

At the time of ratification of this MOU, the Office of Administrative Hearings (OAH) does not charge fees for services. If, in the future, fees for services are charged by the OAH, the College and AFSCME will reopen discussions on who will pay the fees assessed by OAH.

**ARTICLE XXIII. HEALTH AND SAFETY**

**Section 23.01: Duty for a Safe Work Environment:**

The employer and all employees covered by this MOU shall comply with all health and safety provisions set forth in this Article and Agreement, as well as all safety rules and regulations established by the employer, as well as applicable safety-related laws and regulations.

The JHSC or management shall give the union reasonable notice of:

- Any new health and safety policies established by the employer
- Any change to health and safety policies established by the employer
- Any proposed health and safety policies established by the employer

The employer shall, upon demand by the union, bargain with the union.

**Section 23.02: Joint Health and Safety Committee (JHSC):**

As a way to maintain safe and healthy working conditions in the workplace, the College and AFSCME agree to establish a campus-wide Joint Health and Safety Committee ("JHSC") comprised of five (5) representatives each. JHSC shall meet once a month and shall be of an ongoing nature. JHSC may meet as long as there are at least two (2) representatives of the College and two (2) representatives of AFSCME present. Co-chairs who lead meetings of JHSC will be rotated between AFSCME and Management. The existence of the JHSC shall not preclude any employee from raising complaints or grievances regarding unsafe and dangerous working conditions. Written minutes to meetings of the JHSC shall be made available to all bargaining unit members and management representatives within ten (10) working days of the meeting.

The Co-Chairs of the JHSC shall rotate once per year.

Members of JHSC shall be respectful of other points of view; topics of discussion shall be discussed in a healthy respectful manner. Members present at each meeting shall vote on priorities of issues. When JHSC makes a recommendation, it shall be immediately sent to the Department Head(s) concerned. Within thirty 30 calendar days, the Co-Chair handling the reported issue will follow up with the appropriate Department Head once every thirty (30) days and report progress at the next JHSC meeting. The appropriate Department Head will be invited to attend the next appropriate meeting to discuss outstanding health and safety issues. If the Department Head does not come to the JHSC, then the Department Head shall provide a written status report regarding resolution of the problem.

**Section 23.03: Duties of the Health and Safety Committee:**

The Committee shall have the authority and obligation to perform the following duties:

- a) Meet once a month. The Committee shall determine the date and time of meetings. Under special circumstances, as determined by the committee, more than one meeting per month may be necessary.
- b) Promote health and safety education.
- c) Appoint members of the committee to participate in inspections, investigations and other necessary measures as determined by the Committee to address health and safety concerns.
- d) Review the availability and adequacy of first aid supplies and equipment and recommend improvements as necessary.
- e) Maintain and review minutes of all committee meetings.
- f) Identify and make recommendations for safety programs and trainings related to the safety of college employees. Such programs and trainings may include hazardous materials communication standards, bloodborne pathogens standards, respiratory protection, chemical hygiene, Lock-out/Tag-out, and Workplace Violence.
- g) Arrange periodic inspections to detect evaluate and offer recommendations for control of potential health and safety hazards.
- h) Minutes will be taken on a rotating basis by each member of the Committee. The rotation will switch between the Union and Management members of the Committee. The rotation will take place every three meetings.
- i) Health and Safety Committee shall have the right to propose changes in policy, using the appropriate procedures.

**Section 23.04: Investigative Reports:**

Any member of the committee shall be entitled to copies of any investigative report produced by any state, county or federal agency.

**Section 23.05: No Loss of Compensation:**

Members of the Health and Safety Committee shall receive release time to perform duties associated with the responsibilities of the committee, including reasonable travel time, and attendance to training or conferences that the College may approve. Participation as a member of the health and safety committee cannot result in overtime pay for any employee.

**Section 23.06: Unsafe Conditions:**

When an unsafe condition is alleged to exist, the affected employee shall first notify his/her immediate supervisor who shall take whatever necessary corrective action the supervisor deems appropriate. Where the matter is not resolved to the satisfaction of the employee, the matter will be submitted to either co-chair of the JHSC who shall respond within three (3) work days to the employee's complaint and who shall inform the employee and the employee's supervisor of the results of his/her findings and recommendations in writing. If for whatever reason, the committee fails to respond to the employee complaint, the employee may pursue his or her complaint through the grievance process. Timeliness for grievances under this section will commence from the day after the committee failed to respond to the complaint. Where the matter is not resolved to the satisfaction of the employee, the employee has a right to file a grievance through the grievance/appeal section of this MOU.

**Section 23.07: Exercise of Employee Rights:**

In accordance with 29 CFR 1977.12 (b) (2), 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 in 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 disciplinary action. 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 real danger of death or serious injury and that there is insufficient time to resort to regular statutory enforcement channels. In addition, in such circumstances, the employee, where possible, must have also sought from his employer, and been unable to obtain, a correction of the dangerous condition.

**Section 23.08: Hepatitis B and other inoculations:**

Employees who have any contact with blood and other body fluids will be offered a Hepatitis B vaccination at the College's expense. Employees who have contact with domestic animals shall be offered a tetanus vaccination and booster every ten (10) years and every five (5) years with an injury at the College's expense.

**Section 23.09: Cardiopulmonary Resuscitation (CPR) Training:**

Employees assigned to job classifications where training in cardiopulmonary resuscitation CPR may be a benefit to the community shall be offered the opportunity to attend CPR training provided by a certified provider at no cost to Employees.

**Section 23.10: 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 immediately notified of the existence and location of the hazard and the College shall take precautionary measures to protect the employees from exposure.

**Section 23.11: Reproductive Hazard:**

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 if available, at equal pay, within her department. For the purpose of this section, harmful environments include but are not limited to, exposure to toxic substances, communicable diseases, or difficult physical demands.

**Section 23.12: Physical Exams:**

It shall be the responsibility of each employee to maintain the standards of physical and mental fitness required for performing his/her job. Whenever the College has reasonable cause to suspect that the physical or mental condition of an employee is endangering his/her own health or the safety of co-workers, the employee may be requested to submit to an examination by a physician without expense to the employee which shall only be for the purpose of determining his/her physical and/or mental condition relative to College employment.

**Section 23.13: Weather Conditions, Weather Related Emergencies:**

When imminent weather-related conditions create potentially hazardous working conditions, employees shall follow the instruction of College administration as to whether the work should continue or be postponed.

**Section 23.14: Procedure for Release Under Emergency Conditions:**

In accordance with Executive Order 01.01.1981.10 and the "Procedure for Release of State Employees Under Emergency Conditions," revised October 8, 1999 authorized by Executive Order 01.01.1981.10, employees who are required to work during a declared emergency situation will be credited with two (2) hours of work time for each hour they actually work during the designated weather-related emergency. The designated emergency situation shall be for the duration of the emergency, and not limited to a particular time of day.

**Section 23.15: Situations of Actual or Potential Emergency Weather Conditions:**

In situations of actual or potential emergency weather conditions, the College may declare a liberal leave, delayed opening or early release policy.

**Section 23.16: No Retaliation:**

No retaliation or disciplinary action shall be taken against an employee for exercising rights under the terms of this article or under the laws and regulations established by any governmental agency regarding Health and Safety in the workplace and Occupational Hazards.

**Section 23.17: Inspection by Governmental Agencies:**

A union staff representative and a member of the Union shall be able to accompany officials of any health and safety-related government agency conducting an investigation in the premises of the College. A copy of the investigation report shall be furnished to the Union staff representative as promptly as its release from the agency.

**Section 23.18: Workplace Violence:**

Workplace violence shall be defined as including but not limited to physical violence as well as intimidation, harassment, and the creation of fear. If intimidation or harassment is alleged, this shall trigger an investigation conducted by the EEO/AA Officer or the Office of Public Safety.

**Section 23.19: Work in difficult conditions:**

Employees working outside when the heat index is above 95 degrees shall have reasonable time to go get water as necessary. All employees and officers whose work takes them outside during extreme temperatures below 32 degrees Fahrenheit for more than one (1) hour shall be provided, upon request, with chemical packs, as necessary, to keep their hands and feet warm in the winter.

Any equipment used by any employee shall be in safe and proper working order or it shall not be used.

As is the current practice, Officers shall have the right to post inside buildings or inside cars in strategic locations when there are freezing road conditions or when the wind chill is at or below 25 degrees.

**Section 23.20: Housekeepers doing Buffing, Stripping and Related Work:**

These work duties may be performed on a voluntary basis by housekeeping employees, with the approval of the supervisor. If there are not enough volunteers, then such work will be assigned to the least senior housekeepers.

**Section 23.21: Public Safety-Shift Strength and Officer Safety:**

The College agrees to have no fewer than two (2) field personnel and one (1) Public Safety Dispatcher or Public Safety Officer in the office on duty at any time during the academic year. During scheduled College breaks and on holidays, where Management and Officers agree, shift strength may be voluntarily reduced to two (2) employees total to allow for additional leave to be scheduled.

**Section 23.22: State Prohibited Cell Phone Use:**

All employees who operate State vehicles will comply with Governor O'Malley's 2009 Executive Order regarding prohibited use of cell phones in State vehicles.

**ARTICLE XXIV. UNIFORMS AND EQUIPMENT**

**Section 24.01: Uniforms:**

The College shall provide uniforms for Employees in the Physical Plant. Uniforms that are provided to Employees shall be properly fitting, gender-specific (upon request) either new and of good quality, fit and comfort, or if not new then cleaned, pressed, in good repair and good fit and quality. Employees shall select their uniform items from the approved list, as illustrated below.

Employees in the physical plant shall be issued uniforms as follows:

#### Housekeeping:

Each Caretaker shall be provided with a total of seven (7) shirts (employees may select any combination of short and long-sleeved shirts and can get up to (3) smocks) a total of (6) pairs of pants or shorts (employees may select any combination of pants and shorts). Caretakers are required to wear close toed shoes. If Caretakers are detailed to perform work outdoors in foul weather, they shall be permitted to wear their own rain gear or shall be provided with rain gear in the same manner as employees in the other Physical Plant classifications.

#### HVAC/Trades:

Each HVAC and Trades mechanic shall be provided with a total of seven (7) shirts. Employees may select any combination of short and long-sleeved shirts, one (1) cold-weather jacket and a total of six (6) pairs of pants or shorts, (employees may select any combination of pants and shorts), one (1) pair of safety (composite or steel toe) boots or shoes.

Rain gear will be available for employees as needed. Employees may opt to use their own rain gear. Employees may also wear their own shoes during work that does not require protective footwear.

#### Grounds:

Each Grounds employee shall be provided with a total of seven (7) shirts (employees may select any combination of shorts and long-sleeved shirts), one (1) cold-weather jacket, one(1) piece of cold-weather lower body clothing (e.g. overalls), six (6) total pairs of pants or shorts (employees may select any combination of pants and shorts), one (1) pair of safety (composite or steel toe) boots or shoes. Rain gear will be provided as needed. Employees may opt to wear their own rain gear. Employees may also wear their own shoes during work that does not require protective footwear.

Upon departure from employment, the College shall determine what clothing and equipment purchased by the College shall be returned. Employees must return these items on or before their last working day.

#### **Section 24.02: Replacement of Uniforms:**

As uniforms become depreciated and are in a state of disrepair due to normal wear and tear, the College shall provide replacement uniforms upon the return of uniforms unfit to be worn. Replacement uniforms shall be in new condition and fit properly. Employees are responsible for maintenance and cleaning of all uniforms.

#### **Section 24.03: Protective Clothing and Equipment:**

Appropriate protective clothing and equipment shall be furnished by the College without cost to employees. Employees are responsible for the care of clothing and equipment assigned to them by the College. Items may include, but are not limited to: hats, helmets, gloves, dust masks, respirators, face shields, eye protections and safety shoes.

Grounds Employees will be permitted to purchase his/her own rain gear and/or overalls and will be reimbursed up to one hundred and ten dollars (\$110), annually upon the submission of receipt. The College shall submit the expense reports for reimbursement in a timely manner

after receipt of all required documentation. Rain gear must be either fluorescent yellow, orange or employee must wear a safety vest over their rain gear.

HVAC and Trades employees will be permitted to purchase his/her own rain gear and/or overalls and will be reimbursed up to one hundred and ten dollars (\$110), once every three years upon the submission of receipt. The College shall submit the expense reports for reimbursement in a timely manner after receipt of all required documentation. Rain gear must be either fluorescent yellow, orange or employee must wear a safety vest over their rain gear.

**Section 24.04: Safety Shoes:**

When an employee's duties require wearing safety shoes, the College shall provide the employee with safety shoes, or provide up to a maximum reimbursement (each fiscal year) of one hundred fifty (\$150), upon submission of receipt for the purchase of such shoes. As shoes become depreciated and are in a state of disrepair due to normal wear and tear, the College shall provide replacement or reimbursement.

**Section 24.05: Safety Glasses:**

When an employee's duties require the use of non-prescription safety glasses, the College shall provide such glasses or provide reasonable reimbursement to employees for the purchase of such glasses. Employees who wear safety prescription glasses where non-prescription glasses do not provide adequate protection, the College shall provide reasonable reimbursement (upon submission of sales receipt) for the difference in cost of prescription safety glasses.

**Section 24.06: Clothing Provided by the College Shall be Worn During Working Hours:**

Except as specified below, clothing provided by the College shall be worn at all appropriate times during working hours. Equipment and clothing provided by the College shall not be used while performing work not required by the College.

For Public Safety Officers, clothing provided by the College shall be worn at all times during working hours on campus unless the employee is called in from home to work on urgent business. In the event an Officer attends a Conduct Board hearing outside of their normal duty hours, they may opt to wear the uniform of the day, generic Public Safety polo shirt, or professional civilian clothing with their department-issued badge. Unless otherwise specified by management, if an Officer attends training outside of on-duty hours they shall wear professional civilian clothing or the generic Public Safety polo shirt.

**Section 24.07: Clothing and Equipment Purchased by the College to be Returned Upon Departure from Employment:**

Upon departure from employment, all clothing and equipment purchased by the College shall be returned to the College.

**Section 24.08: Public Safety:**

Non-commissioned Public Safety Officers will receive three (3) sets each of long sleeve and long pants of the required uniform and three (3) sets of short sleeve and short pant uniforms.

Two pairs of Class A pants and one Class A long sleeved and one Class A short sleeved shirt shall be provided to all Officers as well.

For any Officer who is mountain bike-certified, two (2) sets of bicycle uniforms shall be provided as well. This uniform shall include reflective shirts and shoes appropriate to ride a bicycle in.

One all-weather bicycle jacket, up to one hundred dollars (\$100) per fiscal year shall be provided for all Officers who are mountain bike certified.

Uniform shoes/boots will be purchased in accordance with MOU Section 24.04. Officers will be entitled up to sixty (\$60) per fiscal year for appropriate bicycle shoes. Any balance left over after the purchase of one (1) pair of shoes shall be carried over in the same fiscal year for use on another pair of shoes.

Gender-specific uniforms will be provided upon request. All Officers will be provided appropriate fitting uniforms. Uniforms and equipment will be replaced periodically at no cost to the Employee. Items lost or damaged through negligence will be replaced at the Employee's expense. Employees must sign for all items and are required to return items upon leaving the employment of the College. New uniforms that need initial alternations to properly fit will be paid for by the College.

Officers will receive two (2) ties, two (2) insignias for collar or sleeves, and one (1) pair of boots each year. Officers shall receive as many chemical packs as necessary to keep their hands and feet warm in the winter. Officers shall receive other uniform and equipment items including but not limited to: breathable and effective rain gear, two (2) crew neck long sleeved sweaters, two (2) pairs of gloves, winter jacket and hat (with pull down neck and ear covers) sufficient to keep an Officer warm in the winter, ballistic vest (protective body armor that is not outside the manufacturer's warranty), , a working radio that will reach all areas of campus, a duty belt, handcuffs, asp baton and holder, pepper spray, flashlight and holder, badge, nameplate, an Allen key set and holder, a leather key carrier, and all required duty belt items. The College is responsible for having patches and/or stripes sewn on clothing.

#### **Section 24.09: Purchase of Gators and Similar Equipment:**

When the College purchases a Gator, the Gator will be equipped with weather protection.

### **ARTICLE XXV. TRAINING AND TUITION BENEFITS**

#### **Section 25.01: Tuition:**

The College and the union agree to continue with the existing policy for Tuition Remission and Waiver for employees of the College in the bargaining units and their eligible dependents subject to Maryland State Law. Any future changes to the policy on Tuition Remission and/or Waiver affecting the benefits of bargaining unit employees and their dependents will be negotiated with the union.

Employees who occupy permanent positions are eligible to enroll tuition-free in a maximum of two (2) credit-bearing courses (or 8 credit hours) per semester at St. Mary's College of Maryland. With the approval of their Vice President, employees may take one of these courses during working hours provided all lost work time is made up within the same work week.

Forms are available through the Business Office and Office of Human Resources. Employees who terminate their employment with the College, or are terminated, shall be permitted to complete the course(s) for the semester in which they are enrolled provided the course(s) are in progress. All fees and course-related expenses are the responsibility of the employee.

**Section 25.02: Training (General):**

Each employee shall receive a minimum of at least twenty-four (24)-hours of relevant, College-authorized training annually in order to perform their current and potential duties and responsibilities and to improve themselves in a general way. This training shall not include College mandatory training - for example: training on evaluations, sexual misconduct, nor shall it include training for recertification where such recertification is routine and does not increase or enhance skills. At the end of each training, the supervisor shall document the training in writing, the subject and substance of the training, the number of hours of the training and proof of attendance through a sign-in sheet at each session. The Employee(s) shall be given a copy of the supervisor's documentation, upon request.

The College shall pay for all required yearly in-service training and any re-certifications and refresher courses.

Employees shall be permitted to use State vehicles as dictated by the College's policy on travel and use of State vehicles. All employees shall be treated equally in the application of this policy.

Training must be effective and meaningful; the effectiveness of the training process shall be assessed by the Employee's supervisor who shall consider ability to demonstrate what was/should have been learned.

Training opportunities shall be a discussion item during the evaluation period in order for a supervisor and employee to attempt to plan appropriate training opportunities.

For Officers, training shall include but not be limited to: areas of training may include techniques for defusing tense situations, multicultural sensitivity, self-defense, use of pepper spray, handcuffs, asp batons, interviewing, report writing, etc. In the first year of employment public safety officers shall receive training on at least the following subjects: techniques for defusing tense situations, multicultural sensitivity, self-defense, use of pepper spray, handcuffs, asp batons, interviewing and report writing. Repetitive practice sessions for defense techniques and handcuffs shall be offered at least three (3) times during the year, and these sessions will be conducted under the guidance of a certified instructor.

For Officers, the College shall pay for all required yearly in-service training and any re-certifications and refresher courses. Management reserves the right to renew commissions with the guidance of the Attorney General's Office.

For Officers: Employees shall be permitted to use State vehicles as dictated by the College's policy on travel and use of State vehicles. All Employees shall be treated equally in the application of this policy.

**Section 25.03: Recognizing Achievements:**

Employees/officers may submit a copy of all training certificates and documentation of training to be kept in the employee's personnel file. A copy of all such training certificates and documentation of training shall be kept in the employee's personnel file.

**ARTICLE XXVI. PROFESSIONAL WORKPLACE STANDARDS**

**Section 26.01: Violence on College Premises:**

St. Mary's College of Maryland will not tolerate violence in the work place. Any employee found to exhibit violent behavior or makes threats of violence toward another person will be disciplined including, but not limited to, termination.

**Section 26.02: Work Place Violence:**

The College is committed to maintaining a work environment that is as free as possible from acts or threats of violence or intimidation. Acts of violence or threats to the safety and security of staff, faculty, students, or visitors, oneself, or property will not be tolerated. This policy applies to any acts of violence or threats made on College property, at College events, or under circumstances which would negatively affect the College's ability to conduct business and to provide a safe working environment to the employees. Included in this prohibition are such acts or threats of violence, whether they are made directly or indirectly, by words, gestures or symbols, or using electronic means, including but not limited to e-mail, social media, or text that a reasonable person would perceive to be threatening, and which infringe upon the College's obligation to provide a safe workplace for its employees, students, and visitors. This section shall not be construed to apply to an employee who uses reasonable force in the performance of his or her duties, but does not preclude the review of this use of such force under other applicable laws and regulations.

**Section 26.03: Prevention of Workplace Violence:**

The College, in cooperation with the Union, shall develop a comprehensive workplace violence prevention program. The program shall include training for bargaining unit employees in the recognition of violent behavior and its prevention. The College and the Union agree that such training will take place no later than the fall of 2009. Thereafter, additional trainings will be provided every two (2) years.

**Section 26.04: Drug and Alcohol Use and Possession:**

The College is committed to maintaining a workplace free from the illegal use, possession, or distribution of alcohol and controlled substances. Employees will comply with the Governor's Executive Order on Substance Abuse. Unlawful manufacture, distribution, dispensation, possession, or use of controlled substances or alcohol by employees in the workplace is prohibited under College policy.

**Section 26.05: Controlled dangerous substances or alcohol:**

Reporting to work under the influence of controlled dangerous substances or alcohol is prohibited.

**Section 26.06: Sexual Misconduct:**

Allegations of sexual misconduct will follow the College's Policy against Sexual Misconduct, as adopted by the College and as may be amended from time to time.

**ARTICLE XXVII. SEPARATION FROM EMPLOYMENT**

**Section 27.01: Voluntary Separation:**

Employees terminating service with the College are expected to provide written notice to his/her supervisor and the Office of Human Resources at least two (2) weeks prior to departure. In cases of retirement, the decision is usually made well in advance of the actual date and, as such, the College will appreciate a longer notice. The letter of resignation/retirement will include the last day of employment.

**Section 27.02: Involuntary Separation:**

Involuntary separation shall only be for cause, unless the separation is the result of a lay-off for the lack of work, lack of funds, or a reorganization.

No employee shall be terminated based on information provided on employment forms filled out prior to employment; unless it is determined the forms completed prior to employment were not accurate.

**Section 27.03: Non-exempt Employees who are separated as a Result of a Layoff for Lack of Work, Lack of Funds, or a Reorganization:**

Non-exempt non-probationary employees and officers who are separated from employment as a result of a layoff for lack of work, lack of funds, or a reorganization shall be entitled to the following severance package: fifteen work days of salary at the employee's current hourly rate; b) assistance from the College regarding preparation of resumes and job interviews; c) a letter of recommendation from the College. d) payment for any unused accrued annual and holiday leave.

Under no circumstances will severance pay be granted for resignations or to part-time or temporary employees or employees serving in a probationary status.

**Section 27.04: Exempt Employees who are separated as a Result of Layoff for Lack of Work, Lack of Funds, or a Reorganization:**

Non-probationary exempt employees who have worked for the College at least one year and are separated from employment as a result of a layoff for lack of work, lack of funds or a reorganization will receive forty-five (45) days severance pay plus payment for any unused accrued annual and holiday leave. Under no circumstances will severance pay be granted for resignations or

to part-time or temporary employees or employees serving in a probationary status.

**Section 27.05: Advance Notice if the Reason for Separation is Lack of Work, Lack of Funds, Reorganization:**

If separation from employment occurs as a result of lack of work, lack of funds, or reorganization, employees shall receive at least thirty (30) days' notice. In such cases, the College will make reasonable efforts to find other suitable employment within the College for the employee being terminated. Seniority will be considered in making decisions on job abolishment only in cases where two employees performing similar duties are in an area or a department where the reorganization, downsizing, or elimination is planned.

**ARTICLE XXVIII. PERSONNEL FILE**

**Section 28.01: Official Personnel File:**

Only one (1) official personnel file shall be kept for each employee in the Office of Human Resources. Records of previous discipline not found in the official personnel file cannot be used against an employee in any future disciplinary proceeding.

**Section 28.02: Employee's Right to Review Personnel File:**

Employees who wish to view their official personnel record must make an appointment with the Office of Human Resources. All official personnel files are maintained in locked cabinets and shall be reviewed in the Office of Human Resources in the presence of the Custodian of Records or designee. At the time of review, the employee is required to sign a Request to Review form.

**Section 28.03: Confidentiality of Personnel Files:**

Official personnel files are confidential to the employee, his/her union representative, the employee's supervisor and the College. The union representative must receive the employee's permission to view the personnel file of a union member. Employee personnel files will not ordinarily be released to anyone outside the College unless the employee supplies a written statement releasing the file (or a part of the file), or unless required by law.

**Section 28.04: Employee's Right to Obtain Copies of Documents:**

An employee has the right to obtain a copy of any documents in his/her file. The employee may be required to assume reasonable costs of copying.

**Section 28.05: Confidential Medical Files:**

Employee medical files are confidential and shall not be available for review without written authorization by the employee or unless required by law.

**Section 28.06: Notification of Disciplinary Material Placed in an Employee's File:**

Upon ratification of this MOU any disciplinary related 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. The

employee's initials indicate simply that he/she has seen the material and is not to be construed as agreement with its contents. If the employee refuses to sign, material shall be placed in the file with a note of the employee's refusal. In addition, any disciplinary related 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 28.07: Anonymous Materials:**

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

**Section 28.08: Work Files:**

Supervisors may keep working files.

Upon request of the Employee, the College will remove counseling forms from the supervisor's records that are more than five (5) years old.

**Section 28.09: Consideration of Records:**

The employer shall not consider disciplinary action, letters of reprimand, warnings, or recommendations for counseling up to and including suspensions prior to five (5) years from the date of the current incident when determining disciplinary action. At the employee's request, all files that are five (5) or more year's old dealing with a prior disciplinary action, without any additional disciplinary action, shall be removed from the employees official personnel file.

**ARTICLE XXIX. Job Reclassifications, Promotions, Reclassifications, Assignments of Higher Duties, Pay Equity Adjustments**

**Section 29.01: Assignments:**

The policy of the College is to provide equal opportunity in employment for qualified persons and to promote equal employment opportunity through well-managed employment practices.

Searches for staff and administrative positions involve efforts to advertise job openings in order to recruit a diverse pool of persons qualified for the position.

Advertising of job openings may occur in the department with the job opening, on campus and outside of campus. Job openings are also posted on the College's website and in the Office of Human Resources. A bargaining unit employee may apply for any job opening and his/her qualifications will be evaluated as part of the selection process.

St. Mary's College of Maryland uses a decentralized hiring process and, as such, the chair of a search has the authority to make the appropriate candidate recommendations to the Vice President of the department in which the employee is being hired.

**Section 29.02: Filling Bargaining Unit Eligible Positions:**

When there is a vacancy for a bargaining unit eligible position and it is appropriate to recruit internally first, the hiring department will post the vacancy on the weekly vacancy announcement for at least fifteen (15) calendar days. After this fifteen (15) day period, the vacancy may be posted to outside sources, but only if the internal search process was unsuccessful.

Internal postings, at a minimum, will contain:

- Job summary
- Minimum qualifications
- Training opportunities, if applicable
- Closing date for internal posting

Job Vacancies will be posted on the main Physical Plant bulletin board as well as on the Grounds bulletin board.

**Section 29.03: Notification of Bargaining Unit Eligible Position Status:**

See Article VII.

**Section 29.04: Current Employees Not Selected for a Vacant Position/Promotion:**

Bargaining unit employees not selected for vacant positions/promotions shall have the right to make an appointment with the Office of Human Resources to seek career counseling/guidance.

**Section 29.05: Changes in Duties/Reclassifications:**

When there is a change in duties causing an increase in the level of skill, effort and responsibility required to fully perform a job, a "within salary range adjustment" may be warranted. The employee and his/her supervisor/department head will notify the College and request that the position be reviewed by the office of Human Resources. If the focus of the position has changed significantly, it may be re-titled. If the job requires higher skills and the duties and responsibilities have increased to a higher, more complex level, it may be assigned to a higher salary range.

**Section 29.06: Pay following a "within salary range adjustment" or "reclassification":**

In the case of a "within salary range adjustment", or a "reclassification", the market median will be used as an appropriate target to set the incumbent's salary. An incumbent's current base pay does not include any increase for "Acting" or "Interim" status.

**Section 29.07: Request for a Reclassification, Salary Increase, or Change to a Position that Exceeds these Guidelines:**

A request for a change to a position or reclassification or for a salary increase that exceeds these guidelines must be submitted through the appropriate union bargaining unit, and the appropriate department head. The Vice President overseeing the relevant department will consult with the Office of Human Resources prior to approving the salary.

**Section 29.08: Requests for Reclassification:**

Requests for reclassification must be made to the Office of Human Resources by the employee's department head. A position audit will be conducted by the Office of Human Resources prior to any decisions to reclassify a position. Employees will be notified of a decision with reasons within forty- five (45) working days from the date of submission of the request.

**Section 29.09: Transfers:**

A lateral transfer will result in no change to the employee's base salary if the employee is selected for a position within the same salary range. If the employee is selected for a position in a higher salary range, he/she will receive the appropriate pay raise within the pay range for the new classification or 6%, whichever is greater.

**Section 29.10: Change to a New Position with a Lower Salary Range:**

If the new position has a lower salary range, the appointment shall be considered a voluntary demotion and the salary will be adjusted within the appropriate salary range.

**Section 29.11: Exempt employees appointed or promoted to new positions- salary adjustment:**

Exempt employees who are appointed or promoted to a new position within the College will receive an annual salary based on a recommendation by the Office of Human Resources. In forming its recommendation, the Office of Human Resources will review the most recent national and peer salary data, including Maryland public institutions of higher education and the Cost of Living (COL) through the Bureau of Labor and Statistics (BLS).

**Section 29.12: Employee Skills Development Plan:**

Employees are eligible to participate in the Board-approved Employee Skills Development Plan, as set forth in an addendum in Appendix B.

## **ARTICLE XXX. LAYOFF AND REEMPLOYMENT**

### **Section 30.01: Notice:**

In the event layoffs become necessary due to lack of work and/or lack of funds, the College shall notify those employees who are to be laid off at least forty-five (45) calendar days before the effective date of the layoff. Of those 45-days, non-exempt employees shall not have to work on fifteen of those days and shall be given paid administrative leave for those days. Exempt employees shall not have to work during the forty-five (45) days and shall be given paid administrative leave for those days. The College will also send to the Union a list containing the names of the employees to be laid off.

### **Section 30.02: Order of Layoffs:**

If layoffs become necessary, the College shall implement layoffs in inverse order of seniority within the job classification. The employee with the least amount of service within the job classification shall be the first to be laid off. The College has the right to reassign the remaining staff within the same classification.

### **Section 30.03: Displacement Rights:**

Employees who are laid off due to lack of seniority in a job classification shall have the right to displace "bump" another employee with less seniority in a lower classification previously held and in which the employee has accumulated enough seniority to displace the least senior employee in that classification.

### **Section 30.04: Reemployment Rights:**

For a period of one (1) year, an employee who was laid off is entitled to be recalled to a position within the same job classification in any department of the College provided that a vacancy exists and he/she meets the qualifications of the job. If the employee does not return to work from layoff within thirty (30) calendar days after being notified to return, he/she shall lose his/her reemployment rights. An employee who is reinstated in the same classification, subject to any limitation of the law, shall retain all seniority and benefits held at the time of layoff.

### **Section 30.05: Reemployment List:**

The College will maintain a reemployment list containing the names, addresses, and email addresses, if any, of all Employees who were laid off for two (2) years after the implementation of a layoff. The College will send an email notifying Employees who were laid off of vacancies at his/her last email address filed with HR. If the College does not have an email address for an Employee, the notice will be sent by mail. All vacancies will be posted on the College's website and can be accessed at <http://www.smcm.edu>. An employee who changes his/her email address is responsible to notify the College of the change to his/her email address. Laid off Employees shall have reemployment, reinstatement or recall rights for a period of two years (2) from the effective date of the layoff.

**Section 30.06: Negotiability of Effects of Layoffs:**

The College retains the right to decide if layoffs are necessary. Such right can only be limited by applicable law. The College recognizes the right of the Union to negotiate over the effects of layoffs upon the specific request of the Union.

**Section 30.07: Tuition Remission:**

If a bargaining unit employee is laid-off during an academic year and his/her dependent child {or children) has already been determined eligible for St. Mary's College of Maryland's Tuition Waiver benefit and has already been admitted to and is enrolled in classes covered by the Waiver, the employee will continue to be eligible for the Tuition Waiver benefit through the remainder of the then current academic year in which the lay-off occurred.

**ARTICLE XXXI. LABOR-MANAGEMENT COMMITTEE**

**Section 31.01: Labor-Management Committee (General):**

The College and the Union agree to create a Labor-Management Committee for the purpose of identifying issues of concern to either party and to jointly discuss and recommend solutions to such concerns. The Committee shall also serve as a forum of discussion for any issues associated with the implementation of any aspect of this MOU.

**Section 31.02: Composition of the Labor-Management Committee:**

The Committee shall be comprised of six (6) members each. The Committee will meet once each month. The agenda shall be limited to items which are of a group nature rather than issues of individual interest and concern.

**Section 31.03: Labor-Management Committee and the MOU:**

The disposition of matters covered in the Labor-Management meeting shall not contradict, add to, or otherwise modify the terms and conditions of this basic agreement.

**Section 31.04: Minutes to Meetings:**

Labor Management Committee {LMC) meeting minutes shall be approved at the beginning of the next LMC meeting and shall then be available so all bargaining unit members and management can read them. If management and AFSCME determine that accelerated approval is necessary, a management representative and the Local President may agree to meet and approve minutes at any time after the conclusion of an LMC meeting.

## **ARTICLE XXXII. SAVINGS CLAUSE**

### **Section 32.01: MOU and Applicable Laws:**

This Memorandum of Understanding {MOU} and all provisions herein are subject to all applicable laws. In the event any provision of this MOU is held to violate such laws, said provision shall not bind either of the parties but the remainder of this MOU shall remain in full force and effect as if the invalid provision had not been a part of this MOU. Section 32.02: MOU and legislation:

It is agreed by and between the parties that any provision of this MOU requiring legislative action to permit its implementation by amendment of law shall not become effective until such legislative action occurs.

## **ARTICLE XXXIII. DURATION**

### **Section 33.01: Duration of Agreement:**

Except as provided under separate sections, this MOU shall become effective upon ratification by both parties and shall remain in effect through June 30, 2026. Thereafter, this agreement shall be automatically renewed from year to year unless either party provides written notification to the other within the time limits stated in Article XXXIV of the Successor Agreement of its intent to terminate, modify or amend the MOU. Such renewal cannot exceed the three (3) year limit imposed by law in SPP 3-601(b).

## **ARTICLE XXXIV. SUCCESSOR AGREEMENT**

### **Section 34.01: Initial Proposals:**

Within one hundred, eighty (180) days prior to the expiration of this MOU, the parties may submit initial proposals for a successor agreement. And within ninety (90) days prior to the expiration of the agreement, the parties may commence negotiations on a successor agreement.

## **ARTICLE XXXV. WAGES: COMPENSATION (GENERAL)**

### **Section 35.01: Minimum Wage:**

The minimum entry-level salary for bargaining unit positions will be \$25,000 effective upon ratification of this agreement. The College will comply with applicable state and federal laws regarding minimum wage.

### **Section 35.02: Compensation Re-Opener:**

The College and the union shall meet annually in August to engage in a limited re-opener on wages.

### **Section 35.03: Merit Pay Increments Adjustment**

In any year of this agreement should merit pay be included in the College's budget by the General Assembly, the College will provide the merit pay to the base pay to all bargaining unit

employees who attained, at a minimum, satisfactory performance in their most recent performance appraisal.

#### Section 35:04: Across the Board Wage Increase

In exchange for not re-opening for wage negotiations in FY 2024, FY 2025 and FY 2026, the parties agree to the following schedule of wage increases for all bargaining unit employees:

- July 1, 2023 \$1000 increase to base pay to all bargaining unit employees who attained, at a minimum, satisfactory performance in their most recent performance appraisal.
- July 1, 2024 \$500 increase to base pay to all bargaining unit employees, who attained, at a minimum, satisfactory performance in their most recent performance appraisal.
- July 1, 2025 \$700 increase to base pay to all bargaining unit employees, who attained, at a minimum, satisfactory performance in their most recent performance appraisal.

In cases where the most recent performance review has not been completed according to schedule or no performance review has been completed then the employee shall be considered to have satisfactory performance for the purposes of this article.

#### Section 35.04a: Pensions:

Employees shall continue to have access to the pension plans that the State offers at the rates determined by law.

#### **Section 35.05: Shift Differential:**

Housekeepers, whose shifts begin at or after 4:00 a.m., but before 6:00 a.m., shall receive the shift differential for hours worked prior to 6:00 a.m.

All employees who are called in to begin work at a time different from their regular shift at or after 4:00 a.m., but before 6:00am shall also receive the differential.

Non-exempt Employees working in a position specifically established for permanent evening or night work shall have shift differential compensation included in their regular hourly rates. Shift differential shall be paid in addition to any overtime payments due and will be paid at the rate of two dollars (\$2.00) per hour. Shift differential will not be offered to employees on paid leave.

Any Public Safety employee whose regular work shift begins after 2:00 p.m. and at or before 6:00 a.m. is eligible for shift differential. The rate of shift differential is two dollars (\$2.00) per hour. Any Public Safety employee who works hours different from their regular shift shall also receive a shift differential for these hours. Shift differential shall be paid in addition to any overtime payments due. Shift differential will not be offered to employees on paid leave.

#### **Section 35:06: Health Hazard Pay:**

During an outbreak, nationwide, statewide or local, of a communicable disease or dangerous environmental incident which results in the CDC declaring a pandemic or another type of health declaration the College shall compensate all bargaining unit employees who report to work on campus with an additional hourly pay.

A communicable disease is defined as a disease that has reached a pandemic level as determined by the CDC and locally St. Mary's County Health Department. This provision is effective solely during a CDC declared pandemic.

Those employees who report to work in-person shall receive an additional \$2.50 per hour for their on-campus work hours and if there is a need for quarantine facilities the parties (SMCM and the Union) shall bargain over the work and compensation in those situations.

The College reserves the right to select and hire new employees. The Parties (SMCM and the Union) will bargain a staff salary plan as a side letter to this agreement beginning in December of 2023.

### **Section 35:07: Cost of Living**

This wage agreement between St. Mary's College of Maryland and AFSCME Council 3, Local 3980 is effective upon ratification by the AFSCME represented bargaining units and the St. Mary's College of Maryland Administration.

Employees covered by the Memorandum of Understanding between AFSCME and the College shall receive a cost of living (COLA) adjustment for each fiscal year of the MOU agreement that is equal to the cost of living adjustment granted to State employees provided that the General Assembly or the Board of Public Works approves and funds for employees of the SMCM in the applicable appropriations.

## **Article XXXVI. DOMESTIC PARTNER BENEFITS**

All Domestic Partner Benefits St. Mary's College of Maryland offers shall be available to all bargaining unit members under the same terms and conditions as available to non-bargaining unit employees.

## **Article XXXVII. GROUP PROBLEMS/ISSUES AND SOLUTIONS**

Whenever a majority of a department or work unit has a complaint or issue that has been raised but not resolved within the department or work unit, then that complaint may be presented to the Labor Management Committee (LMC). The LMC co-chairs will present identified issues/problems and recommended resolutions to the appropriate department head and/or vice president (whichever is most appropriate). During this process, the co-chairs of the LMC will meet with the group registering complaints/issues.

## **Article XXXVIII. – Employee Privacy Rights and Limitations on Employer Surveillance**

**Section 38.01:** Workplace monitoring is subject to federal and state constitutional provisions and laws regarding employee privacy rights and employer limitations on employer surveillance. Employees hold a reasonable right to privacy in the workplace and employers have a right to conduct electronic surveillance for safety and security purposes. These rights are important to

both parties.

The College must take efforts to reduce risks and must also provide employees reasonable expectations of privacy.

The College will notify employees, in writing, of the College's electronic surveillance and provide employees notice of their state and federal rights. Electronic surveillance equipment is not intended to invade the privacy of employees.

### **Section 38.02: Video Surveillance**

The College will:

- Use only visible cameras.
- Not use video surveillance in areas where employees have a reasonable expectation of privacy (e.g., bathrooms, locker rooms, dressing rooms, lounges, private offices/cubicles)
- Not use video surveillance devices that capture or record sound without complying with two party consent as well as federal and state wiretap and recording laws. Body-worn cameras are excluded from this section and will be used in accordance with department policies, as well as federal and state laws.
- Not use video surveillance in connection with union activities (or other "concerted activity") by employees.
- Not select employees for video surveillance in a manner that is considered discriminatory under federal or state discrimination laws.
- Not select employees for video surveillance in retaliation for exercising rights under any law.
- Understand and comply with state or local laws dealing with video surveillance.
- Treat information obtained through video surveillance as confidential, and limit access to video recordings to security personnel or management personnel with a need to know.

Section 38.03: This article does not prevent law enforcement from engaging in lawful surveillance at the workplace for lawful purposes of criminal prosecution through due process, including a warrant.

Section 38.0: The employer will not monitor employee performance or activity through automated digital recording and analysis. This includes key stroke monitoring, screen monitoring, and monitoring through computer-based cameras. This provision does not pertain to the use of time clocks or timekeeping technology that employees may utilize to accurately record their time.

Section 38.05: The Employer will not monitor employee social media accounts. The Employer will not seek or demand access to social media accounts that are limited or protected in any way. Social media includes all apps, websites, and services that facilitate employees connecting to other individuals and expressing themselves. This provision does not prevent SMCM from addressing excessive use of social media on worktime. No employee will be disciplined for social media posts, comments, or activity that does not have a nexus with, and material detrimental effect on, the workplace. The employer will not track employees via GPS or

like technology except for public safety vehicles and Body Worn Cameras for the express purposes of officer safety and investigations of official complaints.

Section 38.06: Employees are allowed incidental and occasional use of Employer technology including work email, WiFi, computers, cell phones, etc. Such use will be consistent with the professional norms of the time. While employees should use their workplace technology and equipment primarily for work related purposes, employees may from time to time need to use workplace technology and equipment for personal matters. Such uses will not be considered violations of equipment usage rules. Such use of technology may violate other rules; for instance, bullying on social media that originates on an employer computer may be a violation of an anti-bullying policy.

Section 38.07: The Employer will not track or access employee activity, fitness, and/or health data which may be developed through smart watches, fitness devices, or like technology. Personal devices (such as smart watches, fitness/health tracking devices, smart phones) should not be connected to employer technology.

Section 38.08: Employees must also conform to this article. They may not surveil people on campus without explicit authorization from the College.

Section 8.09: Artificial Intelligence (AI) shall not be used to monitor, surveil, manage, supervise or discipline employees covered by this contract.

## **APPENDIX A-TELEWORK POLICY**

St. Mary's College of Maryland Telework Policy Revision Effective March 1, 2015

Responsible Executive: Vice President for Business & Finance Responsible Office: Office of Human Resources

AUTHORITY: Code of Maryland Regulations (COMAR) 17.04.11.02 B (1) (a).

### **STATEMENT OF POLICY**

The State of Maryland has a teleworking program which allows selected employees to work from home, a satellite office, or a Telework Center on an occasional basis.

Effective January 1, 2015 St. Mary's College of Maryland is adopting the State policy. Revisions to the policy will be effective March 1, 2015

### **DEFINITIONS**

Eligible Employee - An employee in a job identified, by the employee's supervisor, as being suitable for teleworking.

Main Work Site - The Teleworker's usual and customary St. Mary's College of Maryland work address or other location as approved by the employee's supervisor.

Remote Work Site - A work site other than the employee's usual and customary work site (Main Work Site). The remote work site shall mean the employee's residence or any remote office location approved by St. Mary's College of Maryland. It may include the employee's home, a satellite office, or a Telework Center.

Telework Center - A facility that offers office-like work stations and electronic equipment that may be used by State agencies to house Teleworking employees.

Teleworker - A person who, for at least four days a month, works at home, at a satellite office, or at a Telework Center to produce specific deliverables as stated in the Telework Work Plan.

Work Plan - A specific set of defined work expectations to be met each time the employee works at a remote work site.

Teleworking-Working at a location other than the employee's usual and customary worksite.

## **EMPLOYEE PARTICIPATION**

The supervisor will determine which employees are in jobs suitable for teleworking by using the Telework Eligibility Checklist.

At the discretion of the supervisor and with the approval of the Department Head, the Director of Human Resources and the Vice President for Business and Finance employees in jobs suitable for teleworking may be permitted to telework on designated days.

Teleworking is voluntary and may be terminated by the employee or the supervisor at any time. The employees' participation is entirely voluntary and remains in effect only as long as the employee is deemed eligible at the College's sole discretion.

Before allowing an employee to telework, the employee's supervisor shall review with the employee the following:

the St. Mary's College of Maryland Teleworking Agreement;  
the Remote Work Site Self-Certification Checklist; and  
the Telework Work Plan.

The employee shall be required to complete and return, to the supervisor, the St. Mary's College of Maryland Teleworking Agreement, the Remote Work Site Self-Certification Checklist and the General Telework Requirements before teleworking and annually when the teleworking arrangement continues beyond 12 months.

Before teleworking is approved, the supervisor and the teleworker must complete a Telework Work Plan, the teleworker agreeing to the general telework requirements and the supervisor identifying the assignments to be completed while the employee is teleworking with specific deliverables for each.

Employees may submit a written request for a telework assignment to their supervisor. The supervisor will review the employees' eligibility to include; a determination by the supervisor that the employee holds a position that has been identified as suitable for teleworking; the employee must have successfully completed their probationary period and have received at least a "performed well" performance evaluation on the most recent performance appraisal immediately preceding the request to telework. Telework privileges may be revoked if the employee fails to maintain at least an overall "performed well" on successive performance evaluations. The supervisor will respond in writing to the employee's request to telework within 10 business days. Denials or retraction of telework assignments are subject to the grievance procedure.

A teleworker may terminate their participation in the telework program with ten workdays' notice to their supervisor.

The College may retract a telework arrangement by providing ten workdays' notice. If the retraction of telework is for cause, the telework retraction will be immediate. If requested by the teleworker, the College will provide an explanation as to why the Telework arrangement was terminated.

## **EMPLOYMENT**

The teleworker's duties, obligations, responsibilities and conditions of employment with the College will be unaffected by teleworking.

The teleworker's salary, retirement benefits, and State of Maryland sponsored insurance coverage (if applicable) will remain unchanged by the teleworking arrangement.

All work hours, overtime compensation, and leave usage must conform to the Annotated Code of Maryland, Code of Maryland Regulations (COMAR), the provisions of the St. Mary's College of Maryland Teleworking Agreement, and to the written terms otherwise agreed upon by the employee, the supervisor, the Department Head, the Director of Human Resources and the Vice President for Business and Finance.

The teleworker must have the pre-approval of the teleworker's supervisor before working overtime at a remote work site.

The holding of work-related meetings while at home is not permitted.

## **EQUIPMENT AND SUPPLIES**

The teleworker must have a telephone and a designated work space with appropriate equipment and supplies to do the assigned work at the remote work site.

The teleworker may provide equipment, software, and supplies.

The College may provide the teleworker with the following equipment, and will maintain such equipment in the same manner as equipment is maintained for employees who work exclusively on campus:

- laptops;
- desktop computers;
- printers;
- modems;
- faxes;
- scanners;
- cables; and
- software.

Equipment purchases must be related to the performance of the teleworker's specific teleworking job duties.

Equipment purchases must receive approval from the Vice President for Business and Finance.

St. Mary's College of Maryland equipment provided to an employee shall remain the property of St. Mary's College of Maryland and shall be returned to St. Mary's College of Maryland upon the termination of an employee's participation in the telework program.

The use of equipment, software, data, supplies and furniture, if provided by St. Mary's College of Maryland, is limited to use by authorized persons and for purposes related to State business only.

The teleworker will be responsible for the security of all items furnished by the College. Intentional damage to College provided equipment may result in the revocation of the Telework agreement and in disciplinary action being taken against the teleworker. Intentional damage to College provided equipment may result in the teleworker being required to replace College owned equipment at their own expense.

The teleworker shall obtain from the main office all supplies needed for work at the remote work site.

## **WORK SPACE**

The teleworker must have an area designated as work space.

The work space will be maintained in a safe condition, free of hazards that might endanger the employee or St. Mary's College of Maryland equipment.

The supervisor shall require that the teleworker complete and return the Remote Work Site Self Certification Checklist.

## **EXPENSES**

Work-related long-distance phone calls should be planned for in-office days.

At the discretion of the supervisor, expenses for long distance calls, which must be made from a teleworker's home, may be reimbursed if the reason and cost for the call are documented.

The teleworker is responsible for the cost of maintenance, repair and operation of personal equipment, not provided by the State.

Expenses for supplies regularly available at the main office will not be reimbursed unless pre-purchase approval has been granted by the teleworker's supervisor.

## **LIABILITY FOR INJURIES WHILE TELEWORKING**

The teleworker is covered under the State's Workers' Compensation Law for injuries occurring in the course of the actual performance of official duties at the remote work place.

The teleworker or someone acting on the teleworker's behalf shall immediately notify the teleworker's supervisor of any accident or injury that occurs at the remote work site St. Mary's College of Maryland and the supervisor should then follow the State's policies regarding the reporting of injuries for employees injured while at work.

St. Mary's College of Maryland is not liable for damages to the teleworker's personal or real property while the teleworker is working at the remote work site, except to the extent adjudicated to be liable under Maryland law.

## **CHILD/DEPENDENTCARE/PERSONAL BUSINESS**

Teleworking is not a substitute for child or dependent care.

The teleworker must continue to make arrangements for child or dependent care to the same extent as if the teleworker was working at the main office.

The teleworker must refrain from conducting personal business while on work status at the remote work site.

The teleworker must complete the Telework Schedule to include the main and remote work site addresses, telephone numbers, work hours for each day and the daily lunch period.

The supervisor must agree to any changes to the Telework Schedule in advance.

## **INSPECTIONS**

Usually, with twenty-four hours' notice the supervisor may make an on-site visit to the teleworker's remote work site during the employee's scheduled telework hours for the purposes of verifying that the employee is teleworking as scheduled, determining that the site is safe and free from hazards and to maintain, repair, inspect or retrieve St. Mary's College of Maryland owned equipment, software, data or supplies.

## **CONFIDENTIALINFORMATION**

The teleworker and the supervisor shall take appropriate safeguards to secure confidential data and information. The teleworker agrees to follow the computing and data security policies and guidelines established by the Office of Information Technology at St. Mary's College.

## **DISCIPLINE**

St. Mary's College's disciplinary procedures and drug and alcohol policies are not affected by an employee's status as a teleworker.

St. Mary's College of Maryland may take appropriate disciplinary or adverse action against the teleworker for failing to comply with the provisions of the St. Mary's College of Maryland Teleworking Agreement.

## **APPENDIX B**

### **EMPLOYEE SKILLS DEVELOPMENT PLAN**

This plan is intended to create pathways for advancement among our union eligible staff in order to improve the quality of the services staff provide to the College and to encourage and reward those employees who demonstrate initiative and interest in performance improvement with additional compensation. This plan is voluntary and is not required by the College to maintain employment. There will be no negative impact to employees who do not wish to participate in this voluntary plan. Lack of interest or ability to participate in this program will specifically not lead to a negative evaluation within the "professional development" section of the SMCM Annual Employee Review.

Prior to utilizing the Skills Development Plan, an employee must submit the Skills Development form prior to course registration and with the understanding that the approval of the plan will occur within 30 days of receipt by the Office of Human Resources. The benefits of this plan do not apply to associate's degree, bachelor's degree, master's degree or doctorate degree programs.

Employees who are utilizing a St. Mary's College of Maryland tuition remission program will not receive the benefits of the Skills Development Program for their college work, however, they may utilize this program for the development of specific skills.

Full time employees qualify by:

- Having completed at least one (1) year of service at the College in a contractual or full- time status.
- Receiving an overall rating of "Performed Well" or better on their most recent evaluation.
- Submitting a skills development plan to develop or improve relevant and specific skills through training and/or certification from a recognized provider.

For approval, skills development training must be externally provided through certified training that meets recognized industry standards. Upon approval of the skills development plan, the College will pay for the certification program.

Employees interested in pursuing this development opportunity are encouraged to work with their managers or with Human Resources to determine a skills development plan. Once a skills development plan is approved (including the prerequisite training, certification, or courses that will be counted towards the required hours), a form will be finalized stating what training is expected to be accomplished, the total number of hours required to complete the skills development plan, the new rate of pay and, if relevant, the new position description or title the employee will have upon completion of the training, and the repayment requirements if the employee leaves the College within one (1) year of completion. The form shall be signed by the employee and the Assistant Vice President of Human Resources.

A person who is engaged in the skills development plan will participate in the training during their own time unless otherwise agreed upon by their supervisor, and will not be called for mandatory overtime, callback or on-call during the hours at which they are scheduled to attend approved training under this plan. Hours shall be calculated based on actual hours in training, not credit hours.

**Number of training hours required:**

00-24 hours of training by which an employee receives= 1%

24-40 hours of training by which an employee receives= 2%

40-56 hours of training by which an employee receives= 3%

56-88 hours of training by which an employee receives= 4%

88 >> hours of training by which an employee receives= 5%

**APPENDIX C-Anti-Bullying Policy**  
**2019 Policy Attached**

**Signature Page**

This Memorandum of Understanding is hereby approved and accepted by both parties on this 14th day of June, 2024.

For St. Mary's College of Maryland:

For AFSCME Council 3:

Shannon K. Garlow  
Chief Negotiator

[Signature] 6/13/24  
Chief Negotiator

[Signature] 06.24.2024  
SMCM President

[Signature] 6/14/24  
AFSCME 3980 President

[Signature]  
Bargaining Team Member

[Signature] 6/14/24  
Bargaining Team Member

Laura Reynolds 6-14-24

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Bargaining Team Member

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Bargaining Team Member