

**SWORN POLICE OFFICERS
BARGAINING UNIT**

**MEMORANDUM OF
UNDERSTANDING**

between

**Baltimore City Community
College
and
AFSCME Council 3 / AFSCME
Local 1870**

July 13, 2021 – July 12, 2024



Sworn Police Officers

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Preamble

This Memorandum of Understanding (MOU) is entered into by and between the Baltimore City Community College (hereinafter referred to as “Employer” or “College” and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 1870 (hereinafter referred to as the “Union” or AFSCME), and has for its purpose the promotion of harmonious relations between the employees in the bargaining unit, the College and the establishment of an equitable procedure for the amicable resolution of differences concerning wages, hours and other terms and conditions of employment.

Both the Union and the College are committed to providing quality, affordable, and accessible educational opportunities with comprehensive programs that meet the professional and personal goal of students while improving communities in the greater Baltimore area. The parties to this agreement shall make a sincere effort to ensure that the administration of this MOU is conducted in a fair and consistent manner and the administration is for the benefit of establishing stability and understanding in the parties’ labor-management relationship. Therefore, pursuant to and consistent with the Collective Bargaining Law, Maryland State Personnel and Pensions Article Annotated, Section 3-501(d)(iii), 3-601(a)(2)(iii) the parties agree, based upon the various articles hereinafter set forth, that this MOU constitutes a Collective Bargaining Agreement between BCCC and AFSCME.

Article 1. Recognition and Definition of the Bargaining Unit

Section 1. AFSCME is the Exclusive bargaining representative

AFSCME is the sole and exclusive bargaining representative for all bargaining unit employees for purposes of collective bargaining with the College over matters establishing and pertaining to wages, hours and other terms and conditions of employment for all permanent and probationary full-time and regular part-time employees. In recognition of AFSCME’s status as the exclusive bargaining representative of bargaining unit employees, the College shall not bargain with any other organization concerning bargaining unit employees’ wages, hours, terms and conditions of employment.

Section 2. Bargaining Unit Definition

The bargaining unit shall be comprised of all job classifications identified in Appendix A. to this MOU. All job classifications and positions considered within this bargaining unit on the date of the Union’s certification, as outlined in the SHELRB certification shall be considered bargaining unit positions. All employees occupying such positions on a fulltime or part-time basis, who are under probationary or regular status, and who are not classified as managerial, supervisory, and/or confidential, are considered to be in the bargaining unit and shall enjoy the benefits, rights, obligations and protections stipulated in this agreement in addition to any other rights provided by law.

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A new job classification that is a successor title and with no substantial change in duties compared to a classification currently included in the bargaining unit shall be within the bargaining unit. A new classification assigned duties that are a significant part of the work done by any classification currently in the bargaining unit shall be within the bargaining unit. The College shall inform AFSCME of any intention to place a new job classification in a bargaining unit.

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 the Union at least sixty (60) days prior to the intended date of entry. If it is believed that the bargaining unit status of a position has changed, the College or the Union, whichever is proposing the change, shall notify the other as soon as possible. The parties will meet and attempt to resolve any disagreements concerning the relation of the position or classification to the bargaining unit. Any unresolved dispute between the parties regarding whether or not a position or positions should be included in the bargaining unit covered by this MOU may be submitted to SHELRB by either party pursuant to its regulations. The decision of SHELRB shall be final and binding on both parties, subject to any appeal rights provided by law or regulation.

Article 2. The Right of Employees to Non-Discrimination, Fairness and Respect

The College recognizes the rights and protections afforded its employees under Federal, State and local law. It is the policy of Baltimore City Community College that employees will be treated with dignity, respect and fairness in employment, including, but not limited to, physical appearance. It is the policy of the College to prohibit discrimination, including harassment in employment against any employee due to race, age, ancestry, color, religious affiliation, belief or opinion, genetic information, creed, sex, sexual orientation, gender identity, political affiliation, national origin, ethnic background, marital status, family status, disability, labor organization affiliation, membership or non-membership in the Union or any other category protected by law.

Similarly it is the policy of the Union that it shall not discriminate against any employee or cause or attempt to cause the College to discriminate against any employee due to race, age, ancestry, color, religious affiliation, belief or opinion, genetic information, creed, sex, sexual orientation, gender identity, political affiliation, national origin, ethnic background, marital status, family status, disability, labor organization affiliation, membership or non-membership in the Union or any other category protected by law.

Article 3. Duration, Renewal and Reopener

Section 1. Duration

This MOU shall become effective upon ratification by the respective parties. No provision of this MOU has retroactive application unless required by law or it has been agreed to expressly in this MOU. This MOU expires at 12:01 AM on July 13, 2024. The

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parties shall ensure that their respective ratification processes are completed as promptly as possible after the conclusion of negotiations.

Section 2. Renewal

Except as otherwise provided herein, this Memorandum of Understanding shall become effective upon signing and remain in effect until the date established in Section 1 above. This MOU shall be automatically renewed from year to year thereafter unless either party provides written notification to the other by December 31 of the calendar year prior to expiration of its intent to terminate, modify or amend this MOU. After notification is provided, the parties shall then commence negotiations for a successor MOU, during the last year of this MOU at dates and times agreed to by the parties.

Section 3. Reopener

In the event that there is a change in law affecting the legally permissible scope of bargaining, either party may reopen this MOU to request bargaining over the newly negotiable matters. In the event that the subject matter being proposed does not give rise to a duty to bargain, the party which has not requested bargaining may notify the party requesting bargaining that it does not wish to bargain over the newly negotiable matters. Additionally, upon mutual agreement, the parties may re-open the MOU at any time to bargain about any permissible subject.

Article 4. Mid-contract Negotiations

Section 1.

The College and the Union acknowledge their mutual obligation to negotiate over the College's proposed changes in wages, hours and other terms and conditions of employment for bargaining unit employees. If the parties have not addressed a matter related to wages, hours or other terms and conditions of employment in this MOU, then any change in the current practice or any policy related to that term or condition shall be negotiated before it is implemented pursuant to Section 2 below.

Section 2.

The College shall provide the Union with notice of a change in practice or a new policy, as far in advance as is practical but no later than thirty (30) days of an intended change in wages, hours or other terms and conditions of employment, for bargaining unit employees. The Union may request bargaining within this thirty (30) day period and, upon request, the College shall negotiate with the Union. The Union may submit responsive proposals concerning the College's intended changes to change working conditions prior to a bargaining conference. Nothing in this Section requires the College to change its planned implementation date.

If an intended change is required to meet a legislative mandate or an emergency situation, the College shall notify the Union as soon as possible. In situations involving legislative or executive mandates, the College may implement a change even if negotiations do not yield mutual agreement.

Article 5. Scope of Agreement- The Relationship of the MOU to BCCC Policies

The parties agree that the terms of this MOU shall apply to the wages, hours and other terms and conditions of employment of Sworn Police Officer bargaining unit employees and shall supersede and replace all College policies and procedures which pertain to matters covered by this MOU.

Article 6. Employee Rights

In accordance with Senate Bill 78, unless required by State law or negotiated by collective bargaining, Baltimore City Community College may not decrease the rights, benefits compensation, or privileges of an employee of the College who was transferred from the skilled service of the State Personnel Management System to an independent personnel system on July 1, 2005.

Article 7. Union Rights- Access, Communication, Meeting space, Information, Job Stewards, etc.

Section 1. Access to Campus by Union Representatives

Union representatives shall be granted access to work areas and to the campus to conduct union business in the same manner as the general public. The activities of the union representative will not interfere with the operations of the Department or prevent employees from performing their work.

Section 2. Meeting Space

Union representatives may request the use of College facilities to hold union meetings by contacting the Administrative Assistant to the Vice President of Administration & Finance, or his or her designee, at least 24 hours prior to the meeting. Upon prior notification, the College will provide meeting space where feasible. Such meetings will not interrupt the business of the College and will not involve employees who are on working time, unless approved in writing by their supervisor. The College shall make space available for Union representatives to have confidential discussions with employees on an as-needed basis subject to availability and provided that the Union has made prior arrangements with the Director of Human Resources or his or her designee to schedule such meetings.

Section 3. Means of Communications

The Union may communicate with bargaining unit employees through the use of bulletin boards and/or electronic means of communication consistent with the policies of the College. The Union shall provide a copy of general bargaining unit communications sent to the entire bargaining unit or a specific portion of the bargaining unit to the Director of Human Resources and Employee Labor Relations Coordinator.

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Section 4. Information Provided to the Union

The College will provide a report three times per year (February 1, July 1, and November 1) to the Union containing the following information on bargaining unit employees:

The name, workday ID, date of hire, job title, campus/address, office, department, work phone, work email, building, room number, and assigned salary grade. In addition, the College will provide a monthly report showing all new employees who were added to the payroll since the prior month's report and will include the employee's name, job title, assigned salary grade, office and department.

Upon request by the Union, the College will provide other necessary and relevant information to the extent not prohibited by applicable law. Information may be provided to the Union in the form of a password protected file sent over email or a password protected file provided on a USB flash drive or paper format.

Section 5. Right to Union Representation

Except as otherwise set forth in the provisions of this MOU (e.g. Grievance Article), an employee shall have the right to union representation if requested by the employee, only as provided below.

- A. In any investigatory interview or discussion with an employee who is the subject of the investigation.
- B. At any disciplinary hearing or discussion with the employee who is the subject of the disciplinary hearing.
- C. Management shall allow reasonable time for Union Representatives to attend Disciplinary meetings or a meeting that could lead to disciplinary action but in no case less than four (4) hours if there is a representative on duty at the campus. If there is no Union representative on duty on campus, the employee shall be allowed at least twenty-four (24) hours to obtain a Union representative.

An employee shall not have the right to a union representative in attendance during a discussion solely related to performance or during a performance review unless the performance review could lead to termination or demotion without immediate improvement on the part of the employee.

All employees are expected to give prompt and truthful responses and to otherwise fully cooperate with the College's investigation.

The role of the union representative is to advocate for and to assist the employee including consulting with the employee in advance of the meeting with management, clarifying the employee's statement concerning the facts and suggesting possible witnesses. The Union shall not interfere with the College's investigating process. The employee shall speak on his or her own behalf.

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Section 6. New Employee Orientation

A new bargaining unit employee and a union officer or job steward, as designated by the Union, shall be granted twenty minutes without loss of pay to meet and discuss rights, benefits and obligations under the MOU. The Union shall also have the opportunity to make a presentation, not to exceed fifteen minutes, at orientation sessions for all new College employees.

Section 7. Job Stewards

The Union will appoint or elect certain employees to serve as job stewards, not to exceed six (6) job stewards and two (2) alternate job stewards. The Union will provide to the College a listing of its current job stewards, including all alternative job stewards. Such list shall be updated and provided to the College whenever there is a change.

The College will permit a job steward (or alternative job steward in the absence of the job steward) to have a reasonable amount of release time, without loss of compensation, not to exceed 600 hours per calendar year for all job stewards and alternate job stewards combined, to investigate and present grievances to the College on behalf of employees and to attend monthly steward meetings.

If 600 hours is not an appropriate amount of time for the job stewards to responsibly represent employees, the parties shall meet to discuss the amount of time required. Job Stewards must obtain authorization from their supervisor for release time to conduct representational duties during working time. Approval of release time will not be unreasonably denied.

Section 8. Union Office

The College shall provide an office for Union use with at least a desk, a phone, a filing cabinet and a locking door, as identified by the College.

Article 8. Management Rights

Except as otherwise modified by this MOU, the College retains the right to:

1. determine its mission, budget, financial management, organization, number of employees and number of employees assigned to work projects, academic endeavors, method and means and personnel by which its operations are conducted, technology needed, internal security practices, location or relocation of its facilities, and types and grades of employees assigned and personnel by which its operations are conducted, including the right to subcontract operations, general level of wages, wage patterns, fringe benefits;
2. maintain and improve the efficiency and effectiveness of operations;
3. determine the services to be rendered and the operations to be performed, classify duties and assign duties to employees and determine the technology to be used;
4. determine the overall processes, means and classes of work or personnel to conduct operations;
5. determine hours of operation and schedule tours of duty;
6. hire, direct, supervise and assign employees;
7. discipline, discharge and lay off employees;
8. terminate employment because of lack of funds, lack of work, under conditions where

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the College determines there is insufficiency or non-productiveness or for any other legitimate reason;

9. set the qualifications of employees for appointment and set standards of conduct;
10. promulgate policies and procedures;
11. take actions not otherwise delineated to carry out the mission of the College.

Article 9. Seniority Defined

“Seniority” in this MOU means seniority based upon total State service.

The seniority of an employee whose employment has been converted from a contract to a regular position shall be calculated based upon the initial date of service as a contractual employee prior to the conversion.

Article 10. Compensation

Within 4 weeks of ratification of this MOU, the College will pay a \$100 (gross) ratification bonus to all bargaining unit employees who were employed as of July 1, 2021. The ratification bonus shall not be added to employee base pay.

In July, 2022, the College will pay a \$200 (gross) bonus to all bargaining unit employees who were employed as of July 1, 2022. Such bonus shall not be added to employee base pay

In July, 2023, the College will pay a \$200 (gross) bonus to all bargaining unit employees who were employed as of July 1, 2023. Such bonus shall not be added to employee base pay.

Article 11. Compensation- Rates of Compensation

Section 1. Generally

The standard wage rates associated with College positions shall be no less than the wage rates associated with positions in the State Personnel Management System that are of the same classification or, if the classification system is not the same, of the same requisite education, background and experience and with the same duties and responsibilities.

Section 2. Skilled Service Employees

The College’s Non-Exempt, skilled service employees who are in the State Personnel Management System shall be compensated in accordance with the State’s pay plans, regulations, and guidelines promulgated by the Secretary of the Department of Budget and Management.

Section 3. Increases Associated with the State’s Annual Budget

The College shall provide its employees with cost of living adjustments and raises in accordance with requirements established in the State’s Annual Budget.

Section 4. Pay Increases upon Reclassification, Promotion, Acting Capacity, Lead Worker, Bilingual Situations

The College’s method of determining the minimum increase that will be given to an employee, following a reclassification, promotion, acting capacity, lead worker

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status or in bilingual pay situations will be consistent across the Exempt, Non Exempt, and Sworn Police Officer MOUs.

Section 5, In-Charge Pay.

Employees who are designated as “In-Charge”, who are designated to perform the immediate daily supervision duties of a supervisor for an entire shift, or tour of duty shall be eligible for a daily stipend of Twenty Dollars (\$20) per day, not to exceed five (5) continuous days. The designation must be pre-approved by the Divisional Vice-President or a President Staff member and must consist of the daily direction, planning and controlling of a department or work unit.

If the designation is longer than 5 continuous days, then the Acting Pay provision and process shall apply from the 6th day continuous day moving forward.

Section 6. Court Appearance Pay

- A. An officer on a non-standard shift with hours outside of the 8:00 AM to 5:00 PM range shall be compensated for two (2) hours minimum for court required responsibilities for any police work performed in the course of work as an SPO at BCCC, with proper court documentation.
- B. SPO’s who are called to report to court on their regular day off shall be guaranteed a minimum of four (4) hours of pay with proper court documentation.

Article 12. Compensation: Bonuses

An award made under this section is a bonus provided by the College in addition to the regular compensation of the recipient.

Section 1. BCCC College Excellence Award

Nominations will be accepted by the Excellence Committee continuously throughout the year until the Call for Nominations terminates on December 15 of each year. Winners of the College Excellence Award receive recognition \$500, a framed certificate, Campus Communicator publicity, an award letter for their personnel files, and a campus posting. Award benefits may change due to a change in policy or funding.

Section 2. Innovative Ideas

- A. The Program Generally
The College may award an Innovative Idea Award for an innovative idea, including an invention or suggestion, that, if implemented, would:
 - 1) increase revenue to the College;
 - 2) save money for the College;
 - 3) improve the quality of services delivered to the public; or
 - 4) otherwise significantly benefit the College.

Except under exceptional circumstances, an award may not be made for an innovative idea that is under active study or continual review by a unit of State government.

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- B. Review of Innovative Ideas Submitted to the College.
To the extent possible, within 60 days after an innovative idea is submitted to the President or his or her designee, the College shall decide whether to give an Innovative idea award.
- C. Award for Innovative Idea
The College may give an employee a cash award of not more than:
1. \$1,000 for an innovative idea with a reasonably ascertainable monetary savings or gain to the College; or
 2. \$300 for any other innovative idea.

Section 3. Incentive Performance Awards Program for employees.

- A. Awards for Performance that Exceeds Expectations
The College shall grant an employee who receives an overall annual performance rating of Exceeds Expectations one day of Award Leave.
- B. Awards for Performance that is Outstanding
The College shall grant an employee who receives an overall annual performance rating of Outstanding two days of Award Leave.
- C. Award Leave Terms
1. Award Leave is not accrued leave.
 2. Leave taken shall not be charged against an employee's accrued leave balance.
 3. Award leave shall be taken within six months of the date it shows on employee's leave balance.
 4. This leave shall not be paid out in lieu of taking leave.
 5. This leave shall not be paid out upon termination of employment.

Notification will be posted by October 1.

Article 13. Payroll, Hours of Work and Overtime

Section 1. Scheduling Generally

In general, the regular work schedule is between the hours of 8:00 AM and 5:00 PM, inclusive of a one (1) hour lunch break, with the exception of schedules for employees hired into positions with alternate work schedules. Supervisors, consistent with their departmental needs, may allow employees to work 7:30 AM to 4:30 PM or 8:30 AM to 5:30 PM, with the exception of employees hired into positions with alternate work schedules.

Section 2. Copy of Job Description

Upon initial employment and upon any change in job classification or modification of position description thereafter, each full-time or part-time bargaining unit employee shall be furnished a copy of his/her job description, assigned bargaining unit, applicable salary, assigned work, location, daily work schedule, and prescribed standard workweek.

Section 3. Workweek

The regular workweek consists of forty hours in a seven-day period. The workweek runs from 12 midnight on Wednesday through 11:59 p.m. on Tuesday, or as otherwise dictated

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by the State.

With the exception of employees who are hired into positions with alternate work schedules, all employees shall be expected to work eight hours per day, between the hours of 8:00 AM and 5:00 PM. In addition to the 8 hours of work, each employee will have a one (1) hour lunch break. In addition, each employee shall receive two (2) duty-free rest periods of fifteen (15) minutes each in duration. The duty-free rest periods may be combined with the 1 hour lunch to create a longer rest period, with prior supervisory approval. Some of the College's functions are twenty-four hour operations and shall be staffed accordingly.

Section 4. Work Time:

The College agrees to count as work time all time that COMAR and the Fair Labor Standards Act indicate should be counted as work time.

In general, compensable work time includes:

1. All time that an employee is on duty or at a prescribed place of work, and any time that an employee is suffered or permitted to work. Among other things, generally, this includes all time that the employee is on duty and time that the employee performs the duties associated with his or her position; time spent in traveling required by the College during regular working hours (generally not time spent traveling from home to work and work to home).; non-voluntary meetings, committee work and training, as defined in MOU Article on Release Time; union steward time, in accordance with the MOU Article on Union Rights; and time spent by the grievant at a grievance meeting, in accordance with the MOU Articles on grievances and arbitration.

Employees shall not perform work at home unless asked to do so by their supervisors or their supervisors have granted express permission for them to do so.

Section 5. Time Sheets

The College's payroll records shall be the basis for establishing the number of hours worked by each employee. An employee shall be responsible for recording accurately all hours the employee has worked, even if the hours go beyond the normal eight-hour day. As stated in Article 13, Section 8, an employee may work hours beyond the normal eight-hour day only with prior approval of a supervisor. The employee and the supervisor will review all changes prior to submitting to payroll. If anyone other than the employee makes a change in a time sheet, the employee must be given a copy of the changed time sheet with a written explanation of the reason for the change.

Section 6. Breaks

There shall normally be a duty-free lunch of at least one half hour but no longer than one hour and two (2) duty-free rest periods of fifteen (15) minutes each in duration per day for each 8 hours worked for all full-time, non-exempt bargaining unit employees. In general, rest periods shall be scheduled towards the mid-point of the first and second parts of the daily schedule and the duty-free lunch period shall occur at about the middle of the scheduled shift. With prior supervisory approval, the duty-free rest periods may

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be combined with the 1 hour lunch to create a longer rest period.

Section 7. Notice and Process for Schedule Changes

A. Notice

1. Regular Schedule Changes

The College will not change regular work schedules absent operational need.

In the event that the College determines that a change is necessary, it will provide three (3) weeks' notice. In general, employees will adhere to an 8:00 AM to 5:00 PM schedule.

2. Temporary Schedule Changes

In the case of an emergency or other unforeseen circumstance, or when the College's institutional needs require a temporary change of an employee's schedule, the College shall have the right to implement a temporary schedule change with twenty-four hours' notice. A temporary schedule change is one that is in effect thirty (30) working days or fewer. If the College does not have twenty-four hours advance notice, the College shall notify the employee as soon as possible of the schedule change.

3. Employee Requests for a Regular Schedule or Shift Change

A supervisor may grant an employee's request to change his or her regular days off and/or shift, if: (1) the employee has been employed by the College for at least two years; (2) the employee has found a volunteer who works on the employee's desired shift who wants to swap shifts with the employee; (3) the volunteer is in the same classification and has earned a similar seniority level as the employee; and (4) the employee and the volunteer agree explicitly in writing to the regular shift change and its duration.

4. Employee Requests for a Temporary Schedule or Shift Change

Nothing in this agreement shall preclude the "trading of time" or swapping shifts among employees in the same classification provided that: (1) they have the particular skills necessary to perform the work; (2) such swaps do not increase the College's costs; (3) the swaps do not substantially disrupt work; (4) neither employee has failed to report to work in the past on a swapped shift; and (5) they receive prior supervisory approval.

Section 8. Overtime

A. Generally

With prior supervisor approval, all work performed by a nonexempt employee, in any classification, beyond forty

(40) hours worked, shall be compensated at the rate of one and one-half (1 ½) times his/her current hourly rate.

Employees shall not unilaterally determine their schedules or whether overtime is required.

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In the event of an emergency that requires that an employee work beyond his or her regular approved schedule, the employee will contact his/her immediate supervisor to obtain approval to work the overtime. A list of contact information for supervisors will be posted in every department. If overtime is approved, the employee will record the hours worked on a time sheet and complete an overtime authorization form.

B. Overtime List

There shall be a list of employees who have volunteered to work overtime that is maintained by the head of each department or his or her designee for purposes of overtime recordkeeping (the "Overtime List").

The Overtime List shall include the name, classification, job title, seniority date and overtime opportunity hours (as described in section C below) for each nonexempt employee in the department or other relevant unit.

The names on the list shall be listed by classification, and then within classification, by total state seniority. If there is a tie in total State service, then the person with the highest last four digits of their social security number shall be considered to have more seniority (in relation to the tie) for the purpose of overtime equalization.

Employee may opt in and off the voluntary overtime list with 14 days advanced notice. The Overtime List shall be established within 30 days after the ratification of this contract and shall be revised each fiscal year by both the Employer and the Union. This List shall be permanently posted in a visible area frequented by bargaining unit members. A union steward or representative may view or copy it. Employees will not be subject to reprisal or disciplinary action for refusal of voluntary overtime.

C. Voluntary Overtime

Volunteers for overtime shall be solicited by using the Overtime List, except where the completion of a job assignment may be accomplished by the same employee who has been working on the job during regular hours, in which case, the employee who has been working on the job shall receive the first opportunity to complete the job regardless of seniority.

Overtime shall be offered on a rotating basis from the Overtime List described in Section B above. The first opportunity for overtime shall be offered to the bargaining unit member with the highest seniority in the classification with the skills required for the overtime work.

Once the most senior employee in the classification in the department has had an overtime opportunity or opportunities, then the employee with the second highest seniority level shall be offered the next overtime opportunity. Thereafter, overtime opportunities shall be administered in descending order of seniority, and then rotating back to the most senior employee when the person with the least seniority has had an overtime opportunity.

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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.

Overtime opportunities shall be distributed as equitably as possible among all of the employees within a specific department/ for which the overtime is needed, *vis a vis* the essential job functions as described in the College's job descriptions.

Where the overtime involves specialized skills, the College may assign overtime to employees who have demonstrated the skills and ability to do the work rather than to more senior employees who have not demonstrated the skills and ability to do the work.

D. Involuntary Overtime

Where there is an insufficient number of volunteers, overtime shall be assigned on an inverse seniority basis.

In a circumstance 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. Once an employee has worked mandatory overtime, his or her name will be rotated to the bottom of the list for purposes of mandatory overtime.

If any employee feels that he or she has been wrongfully overlooked or denied an overtime opportunity, he or she shall bring the oversight or denial of overtime to his or her supervisor's attention before or at the time the overtime is scheduled to be worked.

E. Emergencies Requiring Overtime

In an emergency situation, a supervisor may exercise his or her discretion to enlist available and easily accessible personnel to correct or defuse the emergency in the most efficient manner. An emergency is not a circumstance known in advance of the overtime requirement.

F. Advance Notice

Where possible, the College shall provide notice of required overtime at least forty- eight (48) hours in advance of such overtime.

Section 9. Payment of Overtime

Hourly employees who work overtime will be compensated monetarily. Monetary compensation shall be paid on a regular pay day for the pay period in which it was earned.

Section 10. Payment of Wages

A. Timing

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The College recognizes that employees should be paid at the time that has been designated as their payday. At the first of every calendar year and at the time of hire, the College shall provide employees with written notice of the timing of paydays in accordance with the schedule set by Central payroll.

When Central Payroll fails to provide the College with an employee's check on his or her designated payday, as a stop gap measure, the College shall issue the employee a check in an amount that is equivalent to two-thirds of the employee's gross wages.

When Central Payroll processes the employee's payroll, the employee shall immediately reimburse the College in the amount of the "stop gap" check.

Upon termination of an employee's employment, the College shall provide Central Payroll with prompt notice of termination date so that Central Payroll may process the employee's final paycheck for all wages due.

B. Deductions

An employee's wages shall be reduced only: (1) when he or she has indicated expressly in writing that a particular deduction is to be made or (2) in accordance with the law or government rule or regulation or pursuant to a court order.

Section 11. Training

If a supervisor suspects that an employee may not be qualified for potential overtime opportunities or schedule of shift changes within a classification based on the supervisor's belief that the employee does not have the required skills, then the supervisor shall offer training to the employee in the relevant skill areas. This training shall be in accordance with the MOU Article on Release Time- Staff Development.

Section 12. Call back pay

Employees who are called to report to work on their regular day off or that have been recalled to work after having completed their shift and left the Employer's premises, shall be guaranteed a minimum of four (4) hours of pay plus travel time at the regular rate of pay for actual hours worked or at the applicable overtime rate, whichever is greater.

Section 13. Report Pay

An employee who is pre-scheduled to work an overtime shift and reports to duty will be guaranteed three (3) hours overtime pay at the appropriate rate unless the employee is a holdover from a previous shift. The College shall notify employees as soon as practical prior to their scheduled start time in the event the employee is not required to report for prescheduled overtime.

Section 14 Work schedules less than 40 hours

Part time employees shall be paid at the overtime rate of time and one half their regular rate of pay plus shift differential when they have worked more than 40 hours per week.

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Article 14. Shift Differential

- A. The College's Non-exempt employees shall be paid a shift differential if and when they work a qualifying shift.
- B. A qualifying shift means a full time or established part time shift which starts at or after 2 PM and at or before 1 AM.
- C. An employee who works any part of a qualifying shift shall be paid a shift differential on a prorated basis.
- D. An employee who works overtime from a qualifying shift into another qualifying shift shall be paid a separate shift differential, in addition to any overtime payment or compensatory time to which the employee may be entitled.
- E. An employee who works overtime from a non-qualifying shift into a qualifying shift shall be paid a separate shift differential, in addition to any overtime payment or compensatory time to which the employee may be entitled, if the employee works at least ½ of the qualifying shift.
- F. The rate of shift differential pay shall be \$1.60 per hour.

Article 15. Tuition

In recognition of the importance of tuition benefits for employees of the College and their dependents, the College remission for employees and their dependents will begin after 6 months of employment and a mid-year review of satisfactory or above. Employees need to reimburse the College if they drop a class after the withdrawal date or receive a D or below for a BCCC credit class.

Tuition remission will be maintained subject to the reciprocal agreement with the University System as long as the University System maintains a reciprocal agreement with BCCC. The College will follow USM system tuition remission policies and all changes instituted by the University System:

- USM Policy on Tuition Remission for Regular and Retired and Staff Employees of the University System of Maryland VII-4.10
- USM Policy on Tuition Remission for Spouses and dependent Children of Regular and retired Faculty and Staff employees of the University System of Maryland
- Maryland Policy on Tuition Remission for Spouses and Dependent Children of Faculty and Staff VII-4.20

Article 16. Insurance

Health and Other Insurance Benefits.

Bargaining unit employees may participate in health and other insurance benefit plans offered by the State pursuant to the terms of those plans.

Article 17. Pension

Section 1. Retirement Benefits.

Bargaining unit employees may participate in the State's retirement plans in accordance with the plans' eligibility requirements.

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Article 18. Parking

The current parking fees for all bargaining unit employees shall remain in effect for the duration of this MOU.

Should the College experience a loss of a parking facility; the loss will trigger a reopener on the subject of parking and the associated fees.

Article 19. Labor Management Committee

Section 1. Purpose

The College and the Union share a belief that many concerns can be resolved through a mutually constructive, cooperative and participative approach. The College and the Union encourage administrators, supervisors, and employees to resolve concerns in a manner which emphasizes shared communication, including respect for different viewpoints and professional interaction.

To help promote a constructive and cooperative relationship, the College and the Union agree to create a Labor Management Committee as an organized forum for the discussion of issues associated with the implementation of this MOU. Among the specific objectives of the Committee are:

- A. Foster productive communication between the parties;
- B. Provide a forum to discuss issues of mutual concern;
- C. Work to build consensus for joint problem solving and planning;
- D. Communicate and share the activities of the Committee with the College community; and
- E. Make recommendations or reports to the appropriate College divisions, departments or administrators.

Section 2. Authority

The Committee shall have no authority to modify the terms of the parties' MOU, nor bargain for a successor MOU or in any re-opener circumstance.

The Committee shall have no authority to hear or determine grievances. Disputes over alleged contract violations should be pursued through the Grievance Article.

When a recommendation is reached by the committee, it shall be forwarded to the Director of Human Resources and any appropriate department and the relevant Vice President for consideration. Within 30 days of receiving the Committee's recommendation(s), the relevant Vice President shall issue a written response to the Committee addressing its recommendation.

Section 3. Membership

The Committee shall be composed of (6) six bargaining unit employees and (6) six representatives from the College. The committee shall not exceed 12 members. Either party can substitute an alternate for a representative when necessary. Upon mutual agreement of the co-chairs, the parties may invite individuals who are not Committee members to present information to the Committee. Such individuals may be from the College, the Union, or agencies such as the Federal Mediation and Conciliation Service.

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Section 4. Meetings

Bargaining unit employees shall be granted 3 hours of release time per month for meetings. Committee members may attend meetings during regular business hours after providing reasonable notification to their supervisors. Supervisors shall not unreasonably deny an employee's request to attend the meeting. Time spent in doing Committee work is work time.

Article 20. Holidays

Section 1. Holidays

All regular full-time employees shall be paid for thirteen (13) official State Holidays. The annual Holiday schedule shall be distributed by the Human Resources Department.

BCCC shall observe the following Holidays:

New Year's Day

Dr. Martin L. King Day

Good Friday

Juneteenth

Independence Day

Labor Day

Thanksgiving Day

Thanksgiving Friday

Memorial Day

Christmas Day

Veterans Day (Observed during winter break)

Columbus Day (Observed during winter break)

Presidents Day (Observed during winter break)

If a Holiday falls on a Saturday, it shall be observed on the preceding Friday; if it falls on a Sunday, it shall be observed on the following Monday.

If an employee is scheduled to work on any one of the thirteen (13) official Holidays, (excluding holidays observed during winter break) or if the employee's regular scheduled day off falls on a Holiday, then the employee may schedule the Holiday observance sometime during the 7 days prior to the observed date and 30 days post observed date, with the approval of the immediate supervisor. Such approval will not be unreasonably denied.

The College shall observe the Statewide General Election Day Holiday. Closure when designated by the Governor of Maryland.

All regular full-time employees shall receive one floating holiday at the beginning of the first pay period of the calendar year. An unused floating holiday may not be carried over to the next calendar year. An employee shall not receive or use a floating holiday during his or her probationary period.

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Section 2. Holiday Pay

Employees working on a holiday/winter break shall have the option of receiving cash or compensation at one and one-half times their regular rate.

Article 21. Leave

Section 1. Annual Leave

A. Rate of Earning Annual Leave

Employees in the Baltimore City Community College Personnel System

- a. From the beginning of the first year of service through the completion of the twentieth year of employment, an employee who works forty hours per week shall be credited with annual leave at a rate of 6.77 hours per pay period / 22 days per year. An employee may not earn more than one-hundred seventy-six (176) hours of annual leave per year.
- b. From the beginning of the twenty-first year of service and continuing thereafter, an employee who works forty hours per week shall be credited with annual leave at a rate of 7.69 hours per pay period/25 days for year. An employee may not earn more than two hundred (200) hours of annual leave per year.
- c. An employee does not earn annual leave for hours worked in excess of the employee's regular workweek.

B. Use of Annual Leave

1. Generally except in emergency situations, an employee shall make a written request for time off for use of annual leave from his or her supervisor in advance of the date(s) that he or she wants to use annual leave. Supervisors shall grant or deny the request in writing within one week of the request. If the supervisor is on leave or unavailable, his/her designee shall approve or deny the leave within one week of the request. Employees shall not use annual leave in excess of the hours they have accumulated. Employees shall not have a limitation on the amount of annual leave he/she is requesting or used as long as the employee have the leave to use.

Employees must give 60 days' notice prior to taking the leave for leave in excess of 30 days (except in the case of any emergency).

2. Limitations

Employees working in the following departments shall not take Annual Leave in excess of two (2) consecutive days during the following periods except if approved by the Supervisor or Designee:

- a. Employees in Students Affairs, Financial Aid, Bookstore and Cashier's Office, during the Fall and Spring Early and General Registration and add/drop week; B.
- b. Employees in General Accounting during July and August.
- c. By employees in ITS in August, September and January, except that a maximum of one programmer, one network engineer, and two computer

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- information specialists may be permitted to take leave.
- d. Employees in the Library during the Spring and Fall semesters, except each semester at least one employee will be able to take one week of annual leave.
 - e. Employees in Public Safety during Commencement
 - f. Employees in BCED during Fall and Spring General Registration and one week following General Registration.

The definitions of periods that are barred for more than two consecutive days of annual leave are as follows:

- Registration (Includes Early and General)
- Spring Between 20 and 17 wks BTDCS 3 wks BTDCS 1 wk ATDCS
- Fall Between 20 and 17 wks BTDCS 3 wks BTDCS 1 wk ATDCS

BTDCS means before the date that classes start/ATDCS means after the date classes start

Leading up to the week before each semester starts, any leave must be approved by the Supervisor or Designee.

3. Advance Requests for Use of Leave

During the months of February and September, employees shall submit written requests for leave to be used from August through January, and February through July, respectively. These written requests shall be submitted to the employee's supervisor by the first day of the second week in February and September. During the first week of February and September only those employees who are carrying 400 hours or more of accrued annual leave shall be able to request advanced use of leave. Conflicts among employees with more than 400 hours of banked time shall be settled by total hours of banked time. After the first week of February and September when there is a conflict in scheduling leave the conflict shall be resolved based upon continuously rotating seniority.

The College encourages employees to take advantage of the advance leave request procedure in February and September, so that supervisors and employees can make appropriate plans. Employees may still make leave requests on other occasions. When leave requests are submitted outside of the February and September leave-scheduling process, the request shall be considered on a first come, first serve basis, rather than based upon continuously rotating seniority. No leave shall be cancelled if it has been approved 14 days or more in advance of the first day of the leave unless the employee agrees.

The College shall try to schedule the break during the same time as the spring break for Baltimore City Public Schools.

C. Accrued Annual Leave

Employees who work a forty (40) hour workweek shall not accumulate or carry over more than 600 hours of accrued annual leave from one calendar year to the next. Part-time employees may accumulate and carry over a maximum number of

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hours determined on the basis of the percentage of a forty-hour workweek they work.

Accumulated and unused leave shall be forfeited. Upon termination of employment, after successful completion of the initial probation period, employees shall be paid for their unused accrued annual leave up to 400 hours. In the event that the State increases leave payout in excess of 400 hours the College will reopen negotiations of the Current MOU.

D. Contractual Conversion

Contractual employees who convert to regular employee status shall accrue leave based upon their initial date of employment as a contractual employee as long as their service is continuous. Contractual employees shall not be credited with leave for the period of time that they were contractual employees.

E. Rate of Accrual Upon Return to Service

A non-temporary employee who returns to College service shall be credited for previous State or College service if the employee had satisfactory performance and at least 180 days of continuous service in an allocated position and returns to state service within a 3 year period.

The College shall consider an employee's performance to have been satisfactory unless the employee's most recent personnel evaluation before separation denotes unsatisfactory performance. An employee returning to College service shall accrue leave at the effective rate based upon years of actual service.

Section 2. Personal Leave

All full-time employees shall be granted three (3) days of personal leave at the beginning of the first full pay period of the calendar year. Unused leave days may not be carried over beyond the first full pay period in the next calendar year.

A supervisor may not deny an employee the right to use personal leave unless the supervisor is not notified prior to the start of the leave.

Section 3. Payout upon Termination of Employment

An employee whose employment terminates after working for the College for at least six(6) months shall be paid his or her accumulated annual leave and compensatory time at a rate of compensation equal to the greater of: (1) the average regular rate received by the employee during the last three (3) years of employment or (2) the final regular rate. An employee who transfers to another State agency shall have his or her leave balances transferred from the College to the employee's new employing agency if the agency will accept the transfer.

Section 4. Religious Observance Leave

An employee may elect to work overtime to earn compensatory time for an absence for religious observance. An employee's request to earn compensatory time for use for religious observance shall not be denied if the modification to the employee's schedule does not interfere with the efficient operation of the College. An employee's supervisor

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shall reasonably accommodate an employee's request to use leave for religious observance when the employee is scheduled to work on a College holiday if accommodations can be made without serious interference with the efficiency of the College. If a reasonable accommodation cannot be made, the supervisor may deny the leave request.

Section 5. Winter Break

The President shall designate six (6) days for a paid Winter Break.

An employee required to work during the Winter Break shall be compensated according to Article 20 Section 2: Holiday Pay (excluding weekends attached to the winter break).worked.

Six (6) days observed during the Winter break:

Veterans Day

Presidents Day

Columbus Day

Three (3) administrative leave (winter break) days

Section 6. Administrative Leave

Administrative Leave may be granted at the sole discretion of the President.

Section 7. Jury Service and Legal Actions Leave

An employee who is selected for jury service shall notify his or her supervisor without delay. An employee who serves as a member of a jury is entitled to leave with pay so long as the employee's jury service occurs on a regularly scheduled workday and the employee provides documentation.

Leave of absence with pay shall be granted to employees for time spent in jury duty, appears before or is a member of a grand jury or if the employee is subpoenaed to appear in a court proceeding, before an administrative agency, or for a deposition, and is neither a party to the action nor a paid witness.

If an employee is dismissed from jury duty or released from his or her appearance in court, before an agency or at a deposition, and if after being released an employee has more than two hours left in the normal shift for that day, then the employee shall return to work for the balance of the scheduled workday. An employee on a non-standard shift with hours outside of the 8 a.m. to 5 p.m. range shall not be required to report to work on the day that they have jury duty.

Section 8. Definition of a Child for Purposes of Sections Bereavement Leave, Sick Leave and FMLA

For purposes of the College's leave policies on Family and Medical leave (used for the care of a sick child), Sick Leave and Bereavement Leave, a child is the person who is the son or daughter of an otherwise eligible employee and who is under eighteen (18) years of age, or who is eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability during the period of serious illness. The child may be the biological, adopted, step- or foster child of the eligible employee. The term child also includes someone who is the legal ward of the employee or someone for whom the

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eligible employee has provided sufficient, notarized affidavit(s) and proof of financial dependence that the employee is standing in loco parentis.

Section 9. Family and Medical Leave

A. Generally

The College shall provide an employee with a serious health condition or an employee whose spouse, child or parent has a serious health condition, with Family and Medical Leave in accordance with the Family and Medical Leave Act. An employee is eligible for twelve weeks of Family and Medical Leave during a rolling 12 month period. An employee must exhaust all available forms of paid leave, including sick, annual, personal and compensatory time, before taking unpaid leave. Available paid leave shall run concurrently with FMLA Leave.

B. Birth or Adoption.

An employee who has been employed by the College for a period of at least one year in a permanent full-time position and who is responsible for the care and nurturing of a child may use, with certification of the birth or adoption, up to thirty (30) days of accrued sick leave for the time period immediately following the birth of the employee's child or the placement of a child with the employee for adoption. If two College employees are responsible for the care and nurturing of a child, a maximum of 40 days may be shared, not to exceed 30 days for one employee.

Employees should notify their supervisors as far in advance as possible of their desire to use Leave after birth or adoption and must provide documentation of birth or adoption placement.

If the employees' absence qualifies as FMLA leave, the college shall provide the employee with written notice that the employees' leave is being designated as FMLA leave.

The College shall not discriminate against any employee who has exercised rights protected under the FMLA. An employee must exhaust all available forms of paid leave, including sick, annual, personal and compensatory time, before taking unpaid leave.

C. Use of intermittent or short-term family medical leave allowed Intermittent leave in Intervals as short as a day or part of a day are allowed under Family Medical Leave. If a serious health condition flares up on sporadic or intermittent basis, an otherwise qualified employee has a right to use family medical leave if requested.

Reduced schedule must be granted if a health care provider certifies the need for a reduced schedule (reduced hours in the day or reduced days in the week, etc., then the request for a reduced schedule must be granted.

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Section 10. Sick Leave

A. Accrual of Sick Leave

Employees shall be credited with one-and-a-half (1-1/2) hours of sick leave for each twenty-six (26) hours worked, up to a maximum of fifteen days (not to exceed one hundred and twenty hours) of sick leave per year. Sick leave is not earned for hours worked in excess of an employee's regular workweek, nor for hours an employee is on leave without pay. Sick leave may be accumulated without limitation.

B. Use of Sick Leave

Use of sick leave shall be limited to the following purposes:

1. for the illness, injury or disability of the employee;
2. for death, illness or disability of a member of the employee's family;
3. for a medical appointment of the employee or a member of the employee's immediate family;
4. following the birth of the employee's child; or
5. when a child is placed with the employee for adoption.

Employees do not receive payment for accrued sick leave upon the termination of employment. Unless an employee objects, accrued sick leave shall be placed in the Leave Bank, described in Section D below, upon the termination of employment. Upon retirement, employees are granted 1 month of creditable service for each 22 days of unused sick leave and their leave is not placed in the Leave Bank.

C. Certification of Illness or Disability

An original certificate authenticating the employee's illness or disability resulting in his or her unavailability for work shall be presented to the employee's immediate supervisor for leaves of five or more days. A supervisor or the Director of Human Resources may require a certificate for leaves of fewer than five days only when there has been a demonstrated abuse of sick leave and only after the employee has been warned about their leave usage.

D. Sick Leave Bank

An employee may be eligible to donate, and request for use of leave from the State's Sick Leave Bank, so long as the employee meets all of the State's criteria for participation and satisfies all of the State's procedural requirements. An employee requiring leave from the Sick Leave Bank shall submit the completed requisite form to Human Resources as far in advance of the need for the leave as possible.

E. Employee-to-Employee Sick Leave Donation

An eligible employee may donate sick leave to another State employee, as long as the donor employee has at least two hundred forty hours (240) of sick leave remaining after the donation. There is no limit on hours that can be donated when donation from other balances (annual, personal).

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An employee may receive donated leave from another State employee if he or she exhausted all forms of their own leave, meets all of the State's criteria for participation and satisfies all of the State's procedural requirements subject to Human Resource verification. The College encourages employees to voluntarily participate in the State's employee to employee leave donation program. However, it is the employee's responsibility to secure sick leave donations.

F. Advanced Sick Leave

The College may advance up to sixty (60) days of advanced sick leave to an employee in any twelve month period for the employee's own serious illness or disability if the employee had used all leave with pay which has been credited to the employee. The employee shall submit a request for advanced sick leave in writing to the College's Director of Human Resources. The Director of Human Resources shall provide written notice of the approval or disapproval of the request to the employee.

The employee shall agree in writing that any advanced sick leave must be repaid in accord with this Article.

The use of advanced sick leave by an employee constitutes a debt for which payment shall be enforceable upon the employee's return to work, and shall continue to be enforceable upon the employee's transfer from one agency to another or upon termination. Reimbursement shall be made at the minimum rate of 1/2 of the rate of sick leave and annual leave earned, and at the employee's discretion by applying credited annual leave, personal leave, sick leave, compensatory leave or cash payments. Any leave accrued during the period of advanced leave will be applied to the leave.

G. Extended Sick Leave

An employee may qualify for extended sick leave with pay for their own illness or disability if the employee had been employed by the State for at least five years and has exhausted all paid leave that is available to him or her. An employee's continuous absence while using earned leave, advanced sick leave and extended sick leave shall not exceed a total of fifteen months.

The employee shall submit a request for extended sick leave in writing, together with supporting documentation to the College's Director of Human Resources.

The Director of Human Resources, after consultation with the President shall provide written notice of the approval or disapproval of the request to the employee.

H. Abuse of Sick Leave

The College shall take appropriate action, which may include counseling and/or discipline, up to and including termination of employment, when an employee abuses sick leave and such abuse prevents the employee from performing the essential job functions.

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- I. Sick Leave Incentive Program
Should the State fund its Sick Leave Incentive Program or direct its agencies to fund it themselves, an employee may cash out forty (40) hours of unused sick leave per calendar year if the employee used no more than forty (40) hours of sick leave during the year and had a sick leave balance of at least 240 hours on December 31 of that year. An employee may cash out fifty-six (56) hours of sick leave per calendar year if the employee used no more than twenty-four (24) hours of sick leave during the year and had a sick leave balance of at least 240 hours on December 31. For purposes of determining eligibility for cash out, sick leave that is donated or is used for a death in the family does not count as sick leave usage, but will affect an employee's balance.

Section 11. Bereavement Leave

- A. A maximum of 3 bereavement leave days may be granted in the event of the death of any member of the employee's immediate family. An additional 2 days of sick leave may be used in the event of the death of any member of the employee's immediate family. Immediate family shall be defined as spouse, children, parents, stepparents, foster parents, legal guardians or others who took the place of parents of the employee or the employee's spouse, grandparents or grandchildren of the employee or the employee's spouse, brothers and sisters of the employee or the employee's spouse, or any relative living in the employee's household.
- B. A maximum of 1 bereavement leave day (sick) may be granted in the event of the death of any member of the employee's extended family. An additional 2 days of vacation, personal or compensatory leave maybe requested. Extended family is defined as aunts and uncles of the employee, or the employee's spouse, nephews and nieces of the employee, or the employee's spouse, brothers-in-law or sisters-in-law of the employee, or the employee's spouse, and sons-in-law and daughters-in-law.
- C. If an employee requires additional time off, the employee's supervisor shall make reasonable efforts to arrange the employee's work so that the employee may use his or her accrued leave for this purpose.
- D. If the State changes its leave policy to provide five bereavement days to employees under certain circumstances, the College will also provide five bereavement days in the same situations.

Documentation shall be provided to the Office of Human Resources.

Documentation must be shown to identify the date of the funeral and relationship to the employee.

Section 12. Leaves of Absence Without Pay

A. An employee may request a leave of absence without pay:

1. For personal reasons not to exceed thirty (30) calendar days;
2. The amount of time permitted by the FMLA if the employee is eligible for leave under the FMLA;
3. Up to a maximum of six (6) months, for the employee's documented temporary personal illness or disability, when there is medical documentation that the employee can return to the employee's full range of duties.

An employee whose request for leave without pay is granted shall not be separated from the payroll. No leave is accrued during a period of leave without pay.

B. The College may approve an unpaid leave of absence for a greater period of time than specified in A. above. Such an extended leave without pay may not extend beyond two years, except for leave to enter the armed forces. In no case shall an unpaid leave extend beyond two years. An employee on an extended leave of absence without pay shall be separated from the payroll. If such leave is granted, that does not entitle the employee to return to the same position that the employee vacated or any other position in the College.

1. The College shall mail an employee who is on leave a notice advising them that they will be separated from the College before the action is taken.
2. If a vacancy exists, the employee shall be restored to his or her classification. If the employee cannot be restored, the employee may request that the College place the employee's name on the appropriate list as a reinstatement candidate. An employee who fails to notify the College in writing prior to the expiration of the leave without pay of the employee's desire to return to duty shall be considered resigned from the College.

C. Union Leave without Pay

In the event a bargaining unit member is elected or appointed to a statewide union office, the College agrees to provide that individual, upon request, with an unpaid leave of absence not to exceed two (2) years. The union may also designate up to 2 employees a calendar year to participate in its lost time program for up to 3 months. An employee whose request for leave without pay for this program is granted shall not be separated from the payroll. No leave is accrued during a period of leave without pay. Employees participating in this program shall be placed in their previous position upon return to the College.

D. No Retaliation

The College shall not retaliate against any employee because he or she takes a leave of absence when he or she is entitled to and in accordance with this Article.

1. Except for leave of absence for military purposes, an employee granted leave of absence without pay for more than thirty (30) calendar days, and

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who is ready to return to duty at or prior to the expiration of the leave, shall notify the College of the employee's readiness to return.

Section 13. Military and War Leave

An employee who is a member of a Reserve Unit of the armed forces or National Guard Reserve shall be entitled to leave for military training for a period of not more than 15 workdays annually with pay and without charge against leave.

Employees of the College are covered by the Uniformed Services Employee and Reemployment Rights Act (USERRA), 38 USC §§ 4301 through 4333. This law helps to preserve rights to leave afforded by the FMLA.

The College shall provide military administrative leave to eligible employees according to State law.

Section 14. Disaster Leave

Disaster service leave is leave with pay granted to an employee by the College to support the mission of the American Red Cross in giving aid to the citizens of the State of the State of Maryland and neighboring states.

- A. Requests for Disaster Service Leave
An employee may request disaster leave with pay if the American Red Cross or similar organization
 1. Requests the services of the employee during a declared disaster.
 2. Certifies that the employee is a disaster service volunteer; and
 3. Designates the disaster as Level II or above, in the regulations and procedures of the National Office of the American Red Cross.
- B. Amount Allowed. An employee may use up to 15 days of disaster leave in a 12-month period, only with the approval of the Human Resources Department. Disaster Service leave shall not be unreasonably denied.
- C. Claim Status. For the purpose of the workers' compensation and the Maryland Tort Claims Act, an employee is deemed not to be a State employee while on disaster service leave.

Section 15. Paid Leave Following a Positive Tuberculin Skin Test

An employee is entitled to receive appropriate health care to be provided by the College and leave with pay in accordance with subsection (b) of this section, if:

- A. The employee has a positive tuberculin skin test result on a test taken, and, or:
- B. The Secretary of the Department of Health and Mental Hygiene determines that, for public health reasons, the employee should not work for a given period of time.

Period of leave - Leave granted to an employee under this subsection for public health reasons may not exceed 90 days. If it is determined that a longer absence is medically required, the employee may use other forms of leave to the extent authorized under this MOU.

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Section 16. Organ Donation Leave

A. Leave Available for Organ Donation in Any Twelve Month Period

1. Length of time available.

In any twelve (12)-month period, an employee may use up to seven (7) days of organ donation leave to serve as a bone marrow donor and thirty (30) days of organ donation leave to serve as an organ donor.

2. When leave available.

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.

B. Applications for Leave

An employee or his or her authorized representative may request Organ Donation Leave by submitting: (1) the appropriate request form and (2) the medical documentation required as indicated on the form, to the Director of Human Resources. The College shall render its decision on the request for Organ Donation Leave within five (5) business days of the Director of Human Resources' receipt of the request.

Leave shall be provided retroactively if the employee had to make his or her donation before receiving approval and the leave is otherwise approved in accordance with this Article.

If there is any question about medical documentation, it shall be forwarded to the State Medical Review Director for review.

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.

C. Confidentiality of Medical Documentation

Medical documentation submitted with the request for Organ Donation Leave shall be treated as confidential medical information and shall be disclosed only to those who need to know its contents as part of the review, evaluation and approval process. The failure to maintain the confidentiality of medical information shall subject an employee to disciplinary action up to and including termination of employment.

Section 17. Transfer of Leave Earnings

An employee who transfers to a position at the College from another unit of the State government, and vice versa, shall do so without loss of leave earned or credit for State employment. Personal leave will be adjusted according to the 24 hour limit granted by the College.

Section 18. Accidental Workplace Injury

A. Generally

Maryland State Workers' Compensation Insurance and the State Personnel and Pensions Laws cover employees sustaining injuries in the performance of their duties at a BCCC site during their scheduled work time. The College shall abide by those laws and the regulations related to them.

Leave benefits apply to employees who are unable to return to work as a result of workplace injuries. Within two years of the injury, employees may file a claim directly with the Workers' Compensation Commission.

B. Reporting

1. The employee, or an individual acting on the employee's behalf, shall provide oral or written notice of the accident to the College immediately after the accident occurs.

Immediately shall be defined in this case as being within 2 work days after the injury unless the employee is incapacitated to the extent that they are unable to participate in providing a notice.

2. The employee or an individual acting on the employee's behalf and the employees' supervisor shall complete a first report of injury and provide this report and any available health care provider reports to the college within 3 working days after the incident occurs.

C. Medical treatment:

Emergency injuries are to be handled by 911 emergency response. For non-life threatening injuries, the employee shall be referred to a college selected medical provider for evaluation and treatment.

D. Work-Related Accident Leave

1. Introduction

Eligibility for work-related accident leave shall be governed by Maryland's Worker's Compensation Law and State Personnel and Pensions Article, Title 9, Subtitle 7, Annotated Code of Maryland. Work Related Accident Leave is not earned, accrued leave. It is governed by SPP §§ 9-701 to 705.

Accident leave shall equal two thirds of the employees' regular pay which may be excluded from federal adjusted gross income and therefore is not subject to either federal or state income tax.

An employee may be entitled to work-related accident leave if available prior to the determination of compensability made by the Workers' Compensation Commission.

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2. Timing
 - A. An employee may use work-related accident leave beginning on the first day of disability that an employee cannot work due to a work related injury and shall continue until the earlier of (1) the day that the employee is able to return to work as certified by a physician or (2) 6 months from the day of disability.
 - B. After an employee returns to work, work-related accident leave may be granted for continuing treatment as certified by a physician selection by the appointing authority up to 6 months from the day of the original disability.
 - C. Work-related accident leave may be granted for up to an additional 6 months if:
 - (1) the employee is certified by a physician selected or accepted by the College or
 - (2) no decision has been reached by the Workers' Compensation Commission on the employees' claim.

3. Non Compensable Injuries

If a Workers' Compensation Commission order determines that the injury is not compensable, the college shall correct the employee's leave record to reflect a conversion of the work-related accident leave which was granted in advance of the notification. The employee shall notify the College as to what category of the employee's accrued paid leave shall be used for the conversion. If the employee does not have accrued leave with pay, then the conversion shall be for leave without pay.

- E. Eligibility for Workers' Compensation
 1. In addition to Accident leave, an employee has the right to file a claim with the Workers' Compensation Commission.
 2. Within two years of the injury, employees may file a claim directly with the Workers' Compensation Commission.

- F. Employee Medical Reports

The employee shall receive copies of all medical reports that the College obtains that are related to the employee's accident leave.

Section 19. Accrued Leave and Maintenance of benefits and Seniority during Periods of Leave

Employees continue to accrue leave during periods that they use paid leave. Leave shall not accrue when an employee is taking unpaid leave.

Employees maintain their seniority during periods of leave. Employees are also entitled to maintain benefits, subject to any of the requirements of the benefit plan(s) to which they subscribe.

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Section 20. No Retaliation

The College shall not retaliate against any employee because he or she takes a leave of absence when he or she is entitled to and in accordance with this Article.

Article 22. Release Time- Training, Meetings, Interviews & Union Activity

Section 1. Release Time

- A. Release Time is paid work time for time spent by an employee participating in training, meetings, committees and interviews, as provided in this Article.
- B. Release Time is not earned accrued time. It does not come out of any earned leave balance.
- C. The parties recognize their respective obligations to grant and use Release Time in accordance with this MOU in an efficient and effective manner. D. Release time may be used in increments of one (1) hour or more.

Section 2. College Sponsored Committees

Employees shall be allowed to participate in College-sponsored, work-related committees and events with prior supervisory approval. Such approval shall not be unreasonably denied.

Section 3. Staff Development

- A. The College encourages and supports its employees' pursuit of educational opportunities by authorizing release time for employees who participate in educational opportunities that are scheduled during the normal work day. An educational opportunity (program) may be a meeting, seminar, conference, workshop, training program, or course. Employees are encouraged to recommend training that would benefit the College and bargaining unit members.
- B. Each employee shall complete forty (40) hours of staff development per fiscal year. An employee shall be allowed Release Time to attend a Staff Development Program, as authorized by his or her supervisor or the Director of Human Resources, for career development purposes. Authorization for release time to attend a staff development program shall not be unreasonably denied.
- C. Release Time for staff development training purposes may be granted under the following conditions:
 - 1. Release time must be pre-approved by the employee's immediate supervisor.
 - 2. The College or the State Department of Personnel offers the program.
 - 3. The Program does not affect employees in a discriminatory manner.
 - 4. Employee's absence does not unreasonably disrupt the normal operations of the College or the office in which the employee works.
 - 5. An equivalent program is not available during the employee's non-working hours.

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7. The Program is job-related or career enhancing. Job-related includes improvement in skills and knowledge currently used in his or her position, recommended by the employee's supervisor, or is in preparation for potential promotion.

Section 4. In-Service Training

If the College requires an employee to participate in an in-service training program, the employee shall use release time for time spent in the training and travel time in excess of the employee's regular commute time. An employee shall not normally be scheduled to work the shift immediately before or after the training. However, this scheduling shall be permitted if an employee volunteers for it or if the employee is assigned to a shift on an overtime basis to meet minimum staffing requirements.

Section 5. Job Interviews and Examinations

Employees shall be allowed up to 4 hours of release time to take examinations and to attend interviews for College and State positions.

Employees shall obtain prior approval from their supervisors of the interview or examination leave request and shall provide their supervisors documentation from the interviewer verifying the employee took the examination or attended the interview. Release time to take an examination or to attend an interview shall not be unreasonably denied.

Section 6. Union-Related Activities

- A. On July 1 of each year, the College shall credit the Union's release time account with one day of release time for each five (5) bargaining unit members. Release time used in accordance with this section shall be charged to this release time account. No release time shall be granted in excess of the Union's account balance on July 1.
- B. The Union may designate employees to use the Union's accrued time for Union business such as Union-sponsored labor relations training, State or area-wide committee meetings or State or International conventions. The employee shall be permitted to use release time when he or she provides his or her supervisor with notice and the time off will not otherwise be unreasonably denied.
- C. Generally, reasonable notice for such meetings is at least twenty (20) calendar days. The supervisor shall grant or deny the employee's request to take Union-Related Activities leave within seven (7) calendar days. A request shall not be unreasonably denied.

Article 23. Acting Capacity

An employee assigned to perform the duties associated with a classification with a higher rate of pay than that of the employee's classification shall receive the hourly rate applicable to the higher classification. This higher rate of pay is Acting Capacity Pay. Prior to accepting the acting capacity appointment, the employee will be notified in writing of the duties expected.

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Acting Capacity Pay shall be paid for the period in excess of five (5) continuous work days. The initial period of Acting Capacity Pay shall be limited to six (6) months or less and may be extended for period up to six (6) months.

An employee in Acting Capacity shall not be relieved of such capacity prior to the completion of the- five-day waiting period for the purpose avoiding Acting Capacity Pay.

The College shall not rotate employees in an acting capacity position to avoid acting capacity pay, nor shall employees be recurrently scheduled in an acting capacity position without compensation. An employee shall not be required to accept an acting capacity assignment if he/she would suffer a loss in pay.

The performance evaluation of the employee working the duties of a higher pay rate shall reflect the added responsibilities the employee performs.

Acting Capacity appointments are voluntary. No employee shall be disciplined or retaliated against for rejecting an opportunity to work in an acting capacity appointment.

Employees who do not satisfactorily perform the required elements of the higher classification shall be returned to their position instead of suffering formal disciplinary action.

Increased Responsibilities Pay

An employee assigned to both their own job responsibility and significant responsibilities from a separate role of equal or lower classification shall be considered for increased responsibilities pay. Should an employee be assigned to such a dual capacity their supervisor shall request that Human Resources increase the affected [pay] by as much as 15% of their base pay.

The initial period is limited to six (6) months or less and may be extended for a period up to six (6) months. Increased responsibility appointments are voluntary.

Employees who do not satisfactory perform the required elements of the dual capacity shall be returned to their position instead of suffering formal disciplinary action. The performance evaluation of the employee in dual capacity shall reflect the added responsibilities the employee performs.

Article 24. Job Classification and Reclassification

Section 1 Generally

Employees will be classified based on duties and knowledge, skills and abilities.

Section 2. Job Study

When the employee (and Union representative, if chosen) and supervisor believe a position is incorrectly classified. A request may be submitted to study the position. Such study shall be completed within 90 calendar unless a study of the job in question has been completed within the previous twelve months and the job duties have not changed.

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The employee (and the Union representative, if chosen) will be provided with a copy of the Employer's findings upon request. The Employer will apply its established classification guidelines in a fair and equitable manner.

Section 3. Reclassification

A reclassification is defined as a change in a position from one classification to another classification due to a significant change in duties and responsibilities of the current position. This may occur when the duties assigned to a position fit better in a higher classification than they do in a current classification.

When additional duties are assigned to a filled position that may warrant its reclassification and there is more than one qualified candidate in an organizational unit, documentation indicating the specific reasons for selecting the qualified candidate to whom the additional duties were assigned shall be retained for three years.

Section 4. Workload

The College shall assign workloads as equitably as possible. The College shall consider redistributing staff or positions among the College's programs, shifts, or work sites or other means of alleviating excess workload and shall specifically consider hiring additional staff where there are chronic workload problems.

If an employee believes that his or her workload is unreasonable and the employee's supervisor is unable to satisfactorily address the employee's concerns, the employee may request that Human Resources conduct a workload audit. The employee, the employee's supervisor, and the Human Resources Director or his or her designee will meet within 15 days of such request being filed. The employee may have a union representative at any such meetings. The College will notify the employee of its decision within 60 days from the date the workload audit request was filed.

Section 5. Contractual Conversion

Current contractual personnel have the option to apply for open PIN positions and to pursue such openings on a competitive basis. The College may designate a vacant PIN for conversion. Contractual employees will be considered for conversion subject to the following criteria:

- Three (3) years or more of consecutive service to the College; Education can be substituted for years of service:
 - One year of relevant education at the undergraduate level may be substituted for one year of required work experience. In general, when equating education and experience, 2.5 credit hours will be considered to be equivalent to one month of experience
- Meets the minimum qualifications;
- Has position related experience;
 - One year of relevant work experience may be substituted for one year of required education
- Has a meets standards performance evaluation or better. If employee did not receive an evaluation, the evaluation will automatically default to meets standards.

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A contractual employee may be appointed to a PIN only when there are no qualified candidates for the position in the unit. In the event there are multiple eligible candidates within the unit, a five (5) day internal competitive search will be required. The converted permanent position should be essential to operations and the College's mission. Converted PINs will not be used for peak or seasonal needs which can be met using part-time personnel.

Article 25. Promotion, Transfer, Demotion

Section 1. Promotions

Employees may apply for any vacant positions at the College that may provide a promotional opportunity as long as they meet the minimum qualifications for the position. All qualified candidates in the applicant pool will complete a competitive process prior to a selection being made.

The College agrees to develop a selection plan that will (1) contain a job announcement for the vacant position; (2) list the minimum qualifications and (3) include job related selection criteria that assess the knowledge, skills and abilities required for the position.

All College positions will be posted for a minimum of (2) two weeks.

The College shall make a selection from among the candidates who meet the minimum qualifications for the position.

Applicants shall be evaluated based upon position related:

- A. Experience, including length of State, College and contractual employee service, and where possible, allow for the substitution of experience for educational criteria.
- B. Education,
- C. Knowledge skills and abilities

In the event that any two or more applicants are equal, State, College and contractual service shall serve as the tie breaker.

If requested, the supervisor and a human resources representative shall meet with a College employee candidate who was not selected for the position to discuss the ways that the employee may be able to improve his/her chances for possible future promotional opportunities.

In the event that the College creates a new Police Officer I position or fills a Police Officer I vacancy, it shall conduct a position specific recruitment (internal) search. Building Guards (Building Security Officers) who are otherwise qualified shall be considered for the opportunity in accordance with Section A. The selected candidate shall be reclassified as a Police Officer Trainee and the College shall send the person to the MPCTC approved training course. If the College must pay for the employee's training, the employee shall reimburse the College if he or she voluntarily leaves the College within 24 months from the date that the employee completes the training.

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Reimbursement shall occur at the time the employee leaves the College. If the employee fails to complete his or her training successfully, he or she may return to a vacant Building Guard (Building Security Officer) position if available, however, the College shall not send the employee to training again. If the employee leaves the College for any reason other than a medical disability (during the training), the employee shall reimburse the College for all training costs.

Section 2. Transfer

A. Voluntary

An employee may apply for transfer to a vacant position of the same classification or another classification of the same grade for which the employee meets the minimum qualifications.

B. Involuntary Transfer

The College may reassign any employee from a position to another position for which the employee meets minimum qualifications, in accordance with any legal requirements.

As a result of a departmental, divisional, or College-wide reorganization, the College reserves the right to re-align staff and positions to best serve the interests of the College, and to do so according to the MOU and the law.

The College shall provide at least ten (10) calendar days' notice before involuntarily transferring an employee. Transfer defined as a change in reporting structure of employee.

Section 3. Demotion

A. A demotion is a change from a classification with one payrange to a classification with a pay range with a lower maximum rate of pay.

B. A demotion may be made:

1. voluntarily;
2. as a form of discipline; or
3. when, upon promotion or reinstatement to a position in the non-exempt bargaining unit, the College determines that the employee is unable or unwilling to satisfactorily perform the duties of the position during the probationary trial period.

C. An employee who applies under B1 for a voluntary demotion shall be considered for the position along with other eligible applicants who have also applied for the same position.

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- D. If a demotion is made under B 3 above, the College shall in accordance with the law during the probationary period:
 - 1. return the employee to his or her former position if it is vacant; or
 - 2. demote the employee to a position comparable to the employee's position within the appointing authority's jurisdiction.
- E. If a demotion takes place, the wage in the lower pay range shall be the level or step that is closest to the employee's current rate of pay but not more than the employee's current salary.

Section 4. Retirement Notification

To allow for a transition period, employees are encouraged to provide 30 days or more advance written notice of retirement to his/her Department Head and the Department of Human Resources whenever possible. Not providing 30 days-notice will not have a negative impact on the employee's ability to retire.

Article 26. Probation or Trial Period Following a Promotion

Section 1. Probation for New Employees

A. Generally

Newly hired employees (employees whose appointment is their first appointment as a state employee) are probationary employees for six months.

The employment of a probationary employee may be terminated at any time, for any reason. The College shall give the employee a notice of termination at least 10 days before the effective date of the termination, but it may suspend the employee with pay between the date of the notice and the effective date of the termination.

The original probationary period may be extended on a one-time basis up to three months at the College's discretion.

The sole basis for an appeal of the termination of employment while on original probation is that the action was illegal or unconstitutional.

A. Successful Completion of the Probationary Period

In order to successfully complete the probationary period, an employee shall demonstrate proficiency in the duties and responsibilities associated with the position. A rating of overall "meets standards" on an evaluation shall indicate proficiency in the duties and responsibilities associated with the position.

With that goal in mind, it is the College's responsibility and where applicable the supervisor's responsibility to properly explain the duties and responsibilities of an employee's position to the employee, provide the employee with a written position description and otherwise orient the employee to the operations of the employee's unit.

Periodically during the probationary period, the employee's supervisor shall confer with the employee about the employee's performance and improvements in that performance that are necessary to satisfactorily complete probation. At the end of an employee's first 90 days of probation, the employee shall receive a written evaluation of the employee's

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performance and any recommendations for improvement. If the College extends an employee's probationary period, the employee shall receive additional written evaluations (I) at the end of the employee's initial probationary period; and (ii) at the midpoint of the extension period. The immediate supervisor shall maintain accurate records and documentation of the above actions.

A. Contractual Conversion

An employee who has worked in a contractual position for a period of at least six months immediately preceding the date of conversion from a contractual position to a regular position shall not serve a probationary period. If the employee has worked in a contractual position for a period of less than six months, the employee shall serve a probationary period that would be, when added to the length of time the employee served in the contractual position, six months.

Section 2. Returning Employees

A. Return Within Less Than One Year from Date of Separation.

An employee who is reinstated within one (1) year after separation to a classification in which the employee previously completed a probationary period shall not serve another probationary period. If an employee did not complete probation before separation, the employee shall serve a new probationary period.

B. Return After One Year from Date of Separation.

An employee who is reinstated more than one (1) year after separation shall serve a trial period pursuant to Sections 3 and 4 below.

Section 3. Trial Period for Current Employees

A. Generally

Current employees shall serve a trial (probationary) period of three (3) months when:

1. transferring to a different job classification with a substantially different job description or duties within the College; or
2. appointed to a position following a competitive promotion.

The trial period (probationary period) for transferred employees may be extended on a one-time basis for an additional 30 days at the College's discretion. In order to successfully complete the probationary period, an employee shall demonstrate proficiency in the duties and responsibilities associated with the position. A rating of overall "meets standards" on an evaluation shall indicate proficiency in the duties and responsibilities associated with the position.

With that goal in mind, it is the College's responsibility and where applicable the supervisor's responsibility to properly explain the duties and responsibilities of an employee's position to the employee, provide the employee with a written position description and otherwise orient the employee to the operations of the employee's

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unit. Periodically during the probationary period, the employee's supervisor shall confer with the employee about the employee's performance and improvements in that performance that are necessary to satisfactorily complete probation. At the end of an employee's first 45 days of probation, the employee shall receive a written evaluation of the employee's performance and any recommendations for improvement. If the College extends an employee's probationary period, the employee shall receive additional written evaluations (i) at the end of the employee's initial probationary period; and (ii) at the midpoint of the extension period. The immediate supervisor shall maintain accurate records and documentation of the above actions.

B. Rejection during a trial period

Notice of a rejection during a trial period shall be in writing with a copy to the union. The College shall provide notice at least 10 work days before the effective date of the termination. The notice shall state the reasons for the termination, the effective date, and the appropriate appeal route. If the rejection during the trial period is for a reason specified in the section of this MOU on automatic termination, then the College may disregard the requirement for 10 days' notice and immediately submit a written termination notice to the employee with a copy to the union.

When the College determines that an employee is unable or unwilling to satisfactorily perform the duties and responsibilities of the position, the College shall either:

1. return the employee to his or her former position, if it is vacant; or
2. if that position is not available, demote the employee to a comparable position.

Employees serving probation following a transfer may grieve a demotion or termination under the Discipline Article of this Agreement.

Article 27. Performance Evaluations

Section 1. Generally

Evaluations are performance management tools. Employee job performance shall be evaluated in accordance with this Article.

The College will use the Performance Evaluation Form as agreed to by a joint management and Union bargaining team that is distinct from the Labor Management Committee. The agreed upon form will be incorporated into the MOU as an appendix.

Nothing in this Article shall prohibit employees and supervisors from communicating about the employee's performance, the relationship between the employee and the supervisor, and the employee's goals for career development at the College, at times other than those specified in this Article. Regular communication feedback between the employee and his or her supervisor is an important component to the employee's performance and development and ultimately to the evaluation process.

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Section 2. Performance Ratings

Performance ratings are:

- Outstanding
- Exceeds Standards
- Meets Standards
- Needs Improvement
- Unsatisfactory

Section 3. Performance Standards

Standards shall be specific, attainable, relevant, measurable and fully consistent with an employee's duties, responsibilities and grade as described in his/her job description. Standards and elements will be job and outcome related. 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/element will not be considered in the performance appraisal process.

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

Evaluations shall fully take into account such approved absences in a measure of timeliness and quantity of work.

Section 4. Procedure

A. Frequency

Employees receiving a performance rating of "Meets Standards" or above shall receive an annual performance evaluation to be conducted at the end of the fiscal year, June 30th. Employees receiving a performance rating below "Meets Standards" shall receive two written performance evaluations per year: (1) a mid-year performance evaluation and (2) an end-of-year performance evaluation including an overall performance rating.

B. Preliminary Performance Evaluation

1. A supervisor shall prepare a preliminary performance evaluation for each employee for which the supervisor has primary direct responsibility.
 - a. If the employee's supervisor is unavailable, the highest ranking manager with the best knowledge of the employee's performance shall prepare the appraisal.
 - b. If an employee is transferred, demoted or promoted, he or she shall be given an exit appraisal, and it shall be used in

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conjunction with his or her new supervisor's year-end appraisal.

- c. If the employee has been working under a new supervisor for at least six months, the employee and the College may mutually agree not to use the former supervisor's appraisal.
- d. If two appraisals are used, they shall be averaged in accordance with the number of months in the performance period measured by each appraisal.

2. The College may review a preliminary evaluation before the supervisor presents it to the employee.

C. Employee self-assessment.

Each employee shall prepare a written self-assessment that includes the following:

- A self-evaluation of the employee's own performance during the relevant rating period;
- Suggestions for ways that the employee and the employee's supervisor can enhance the employee's contribution to the College's mission, goals, and objectives; and
- Suggested training and/or other methods to promote the development of the employee's career objectives at the College.

D. Meeting for Review and Discussion

An employee and the employee's supervisor shall meet to review and discuss together the employee's self-assessment and the supervisor's assessment.

The employee must be notified of the date of the meeting at least five days prior to the date of the review and the discussion. The objective of the meeting is to provide an opportunity for the employee and his or her supervisor to:

1. Promote agreements and understanding about the assessments made by the employee and the supervisor and to aid the supervisor in determining the final ratings for the performance evaluation;
2. Develop appropriate modifications to the employee's position description, if needed;
3. Establish specific written tasks and indicators, based on measurable and objective standards that can be evaluated on outcome, that the employee needs to accomplish during the next rating period in order to meet the overall objectives of the position; and
4. Identify any area in which training is needed for the next rating. When a supervisor believes that helpful training opportunities are available that would assist an employee to lift his or her performance to at least a level that is meeting expectations, the supervisor shall identify them to the employee. If an employee does not avail himself or herself of an available opportunity, the supervisor may take this into account when evaluating future performance issues.

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The supervisor shall note an employee's areas of strength and areas that need improvement. The supervisor shall examine areas of agreement and disagreement with the employee, and attempt to resolve any differences or misunderstandings so that both supervisor and employee can collectively work on maintaining good employee performance or improving weaker areas.

E. Procedure at the End of Previous / Beginning of New Cycle

The College shall approve a written performance evaluation before it is final. The College may change an employee's end-of-cycle final evaluation only with written justification, which cites the employee's performance standards/behavioral elements and the employee's actual performance. The supervisor shall give employees a copy of the end-of-year appraisal at the time that it is initially presented and signed and at the time that it is finalized, and a copy will be placed in the employee's personnel file. A statement of an employee's objection to an appraisal or comment shall be attached and put in their personnel file.

1. Final written performance evaluations shall include:
 - A. Final performance ratings;
 - B. Specific tasks the employee is to achieve during the next rating period;
 - C. A list of modifications to the employee's position description, if any; and
 - D. Any recommendations for training to enhance the employee's skills.
2. The supervisor shall:
 - A. Give the employee a copy of the final performance evaluation;
 - B. Retain a copy; and
 - C. Provide Human Resources with a copy to place in the employee's personnel file.
3. If there is a modification made to the position description:
 - A. The employee and the supervisor shall sign and date it to acknowledge that it has been reviewed by both;
 - B. The supervisor shall forward a copy of the modified position description to Human Resources for placement in the employee's personnel file; and
 - C. The employee shall receive a copy of the modified position description.
 - D. Nothing in this Article prohibits modifications to a position description or meetings between a supervisor and an employee to review performance expectations at any other time
4. This subsection shall also apply if any modification to a position description is made outside of the performance evaluation process.
5. Regardless of whether there is a modification to the employee's position description,
 - A. The supervisor shall give the employee a copy of the employee's position description and go over it with the employee. The position description shall be the basis for setting expectations for the employee.

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- B. The supervisor and the employee shall go over the supervisor's performance expectations. The supervisor shall be as clear and specific as possible.
 - C. The employee shall ask the supervisor to clarify anything that is confusing or nonsensical and shall ask any questions that he or she may have about the supervisor's expectations.
6. If a good faith effort has not been made to finalize the employee's rating within 30 days of the midpoint or end of cycle, then the assumption must be that the employee was at minimum, meeting standards.

Section 5. Procedures When An Overall or Individual Performance Rating Is Below Meets Standards

- A. Generally, an employee who receives a performance rating of "Needs Improvement" or "Unsatisfactory"
 1. has been notified by his or her supervisor of the performance or behavior issue during the evaluation period that is below meeting standards;
 2. has received written notification of the performance or behavior problem; and
 3. has been counseled about how the performance or behavior must be improved, assisted in determining how to attain a meets standard rating and, has had an opportunity to improve performance or behavior.
- B. If an employee's annual performance evaluation indicates that his or her overall performance is unsatisfactory, in addition to following the procedures outlined in Section III above, the employee's supervisor shall:
 1. if the employee's performance has been rated overall as "needs improvement," inform the employee that the employee has an opportunity period of 180 days from the date of the evaluation to improve his or her level of performance to a level that meets standards or his or her employment shall be terminated. Approximately midway through the 180-day opportunity period, the employee and the employee's supervisor shall meet to evaluate the employee's progress toward meeting standards. At this mid-point evaluation, the supervisor shall give the employee written notice of which areas of performance are still below meeting standards; the evidence of and in specifically in what way performance is still below standards; and specifically what has to be done to bring the performance up to meeting standards; or
 2. if the employee's performance has been rated overall as "unsatisfactory", the employee's supervisor shall inform the employee that the employee has an opportunity period of 90 days from the date of the evaluation to improve his or her level of performance to a level that meets standards or his or her employment shall be terminated. Approximately midway through the 90-day

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opportunity period, the employee and the employee's supervisor shall meet to evaluate the employee's progress toward meeting standards. At this mid-point evaluation, the supervisor shall give the employee written notice of which areas of performance are still below meeting standards; the evidence of and in specifically in what way performance is still below meeting standards; and specifically what has to be done to bring the performance up to meeting standards.

- C. The employee shall be given a development plan including the following elements:
1. identification of the performance standards/behavioral elements for which performance is unacceptable;
 2. a description of what the College will do to assist the employee and a description of what the employee must do to improve the unacceptable performance during the opportunity period; and
 3. a statement as to when the employer and the employee decide to meet to evaluate the employee's performance within the opportunity period.
- D. Failure to improve performance to the meet standards level by the end of the opportunity period shall result in a termination of the employee's employment. No employee may receive an overall rating of "unsatisfactory" on an annual performance evaluation unless the employee already received an overall "unsatisfactory" rating on the employee's mid-year evaluation.

Termination under this subsection is a disciplinary action and the procedures in the Discipline Article shall be followed. An employee whose employment is terminated under this subsection shall be able to grieve the termination in accordance with the Discipline Article.

Section 6. Pay Increases Related to Performance-Based Criteria

An employee may not be denied a pay increase which is linked to performance-based criteria unless substantial reasons relating to work performance are cited on the relevant mid-year or final performance evaluation forms.

Section 7. Interim Conferences

The parties recognize that interim conferences are an important part of developing and maintaining a high quality workforce. Therefore, employees and supervisors are encouraged to hold interim conferences to evaluate employees' progress in meeting objectives established during the previous mandatory performance evaluation.

Section 8. Appraisals of Supervisors

Employees shall evaluate, anonymously, the performance of supervisors. The College shall insure that employees are given the opportunity to evaluate the supervisor prior to the supervisor's year-end evaluation. The forms will be considered in the supervisor's

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evaluation.

Article 28. Health and Safety

Section 1. BCCC shall comply with the provisions of the Occupational Safety and Health Act and any applicable state, local and/or federal Health and Safety legislation. BCCC shall take all necessary steps to ensure the workplace health and safety of employees.

Section 2. Employees are responsible for working in a safe manner, complying with safe working practices on all assignments, as made known by the College, and adhering to the requirements set out in all of BCCC's safety policies.

Section 3. Employees who encounter hazards that they believe may constitute a health, safety hazard or potential threat to others shall immediately report such danger to Public Safety and their immediate supervisor. No employee shall be required to use equipment that he or she reasonably believes poses a health or safety hazard until such equipment is approved for use by the Risk Manager or the Risk Manager's designee. Similarly, no employee shall be required to work in conditions that he or she reasonably believes pose a health or safety hazard until such conditions have been reviewed by the Risk Manager or the Risk Manager's designee and determined to be safe.

Section 4. BCCC agrees that bargaining unit employees shall be allowed to move to another work area if it has been determined that construction, remodeling, painting or any other health and safety hazard impacts an employee's health or safety. The Risk Manager or his/her designee shall consult with other safety professionals when necessary to achieve the most accurate evaluation of the health or safety issues. The determination of whether or not the negative impact on employee health and safety requires that employees be moved to another work area shall be made as soon as practicable, without unreasonable delay. The determination of the Risk Manager or his/her designee may be grieved.

Section 5. An Occupational Health and Safety Committee ("Committee") shall be formed.

- A. The purposes for which the Committee shall be formed are:
1. Establishing a collaborative relationship to improve the health and safety of the College, its employees, students and visitors;
 2. Reviewing safety and health inspection reports issued by any state, local, or federal agency or BCCC's staff, to assist in correction of identified unsafe practices, procedures, situations or environments;
 3. Evaluating health and safety related investigations conducted since the last meeting to determine whether the causes of the unsafe acts or unsafe conditions were properly identified and corrected;
 4. Evaluating accident and illness prevention programs, including recommendations for policies and procedures to improve the programs;
 5. Developing and maintaining

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- a health and safety manual.
5. In the event of a workplace incident that involves College health and safety, the President or his or her designee will appoint staff or an outside consultant, depending upon the expertise desired for the appropriate investigation, to make an investigative report to present to the Committee. The Committee shall make recommendations regarding their findings relating to these matters to the Campus Safety Officer and/or to the College Council.
 6. Identifying and recommending training opportunities for the College community.
 7. Members of the Occupational Health and Safety Committee shall survey the College's three locations (Liberty, Harbor and RPC) on a semiannual basis for the purpose of examining the physical conditions of the workplace and shall make recommendations regarding their findings to the Risk Manager and/or to the College Council. The surveys shall be conducted in a reasonable manner as it relates to the location under review.

Section 6. The Committee shall be comprised of members of the College Community, including one representative from each of the following groups: Facilities, Public Safety, Workforce Development & Continuing Education, Finance & Administration, Student Affairs, Advancement & Strategic Partnerships, Institutional Effectiveness, Research & Planning and Academic Affairs, The President or his or her designee shall appoint the Facilities, Public Safety, Workforce Development & Continuing Education, Finance & Administration, Student Affairs, Advancement & Strategic Partnerships, Institutional Effectiveness, Research & Planning and Academic Affairs members. There shall be two faculty and two student members on this Committee who will be appointed to the Committee by the respective faculty and student governing bodies. The Union shall have the right to appoint and be represented by seven employee representatives. The Union shall determine how the bargaining unit members shall be appointed. Each Committee Member shall serve for a period of one year, unless reappointed by the President or by the Union.

There shall be Committee Co-Chairs (one for the College and one for the Union. who will manage the Committee, its meetings, and the Committee's work. The President or his or her designee will select the College Co-Chair. The Union shall select the Union Co-Chair. The Committee Co-Chairs shall ensure that the Committee performs its duties set forth under this Article in a manner that ensures the purposes of this Article are effectuated in keeping with College committee practices. The Committee Co-Chairs shall ensure that minutes of any Committee meetings are created and maintained. Any member of the Committee shall have a workplace safety-related matter discussed at a Committee meeting by so informing a Committee Co-Chair in writing in advance of the meeting.

Meetings of the Committee shall be conducted when four (4) members from the College and four (4) members from the Union are in attendance. The Committee Co-chairs may

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mutually agree to waive this requirement.

During the first six months, the Committee shall meet not less than once per month and then not less than quarterly thereafter. Meetings shall be limited to two hours in length, unless there is mutual agreement otherwise. BCCC shall appoint campus-wide representatives to represent all of the stakeholders in the College's health and safety, in an effort to promote a safe work environment.

Section 7. BCCC shall be responsible for informing College employees of any procedures or policies established by BCCC and associated with the safe handling of materials or equipment; require them to use any protective devices, clothing, or equipment, and to follow such procedures; and advise such persons of the existence of hazards of which BCCC is aware or ought reasonably to be aware, associated with the employee's employment duties. BCCC shall provide reasonable advance notice of any known potential hazardous or unsafe conditions associated with new construction, renovation, or restoration projects at all worksites, including off campus locations.

Section 8. Critical incident situations shall be handled pursuant to the College's Critical Incident Management Plan.

Section 9. Nothing under the Health and Safety Article of this MOU shall be construed as to preclude an employee from filing any complaint with any appropriate authority. The parties agree that it is in both parties' best interest that the processes set forth in this MOU be utilized appropriately.

Article 29. Uniforms Sworn Police bargaining unit

Section 1. Uniforms

When the College requires employees to wear a uniform, the College shall provide those employees with five (5) sets of the required uniform trousers and shirts (both short- and long- sleeved).

Sworn Police Officers shall receive:

- A. 1 Badge
- B. The appropriate rank insignia collar and sleeve
- C. 1 Name plate
- D. 5 Long-Sleeve Shirts
- E. 5 Short-Sleeve Shirts
- F. 5 Trousers
- G. 1 Winter patrol coat
- H. 1 Duty Belt
- I. 1 Tie
- J. Rain gear
- K. 1 Sweater
- L. 1 eight-point hat

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Section 2. Equipment for Officers

- A. OC Spray
- B. ASP Baton and Holder
- C. Magazine Pouch (1dual)
- D. Flashlight and holder
- E. Belt Keepers
- F. 1 holster
- G. Protective Body Armor that is stab and bullet resistant with a Manufactures Warranty upon expiration
- H. Eye/Ear Protection while at the firing range
- I. 50 training rounds per year
- J. Two Way Radios

Upon Board approval, Firearms' will be issued to all Sworn Police Officers and will be added to the above list of equipment issued to Sworn Police Officers.

- K. Firearms with 2 spare magazines (3 total magazines)

Employees shall be fully responsible for the safe keep, basic upkeep and cleaning of uniforms issued to him or her. Employees shall report immediately to his or her supervisor when any uniform becomes damaged or is lost.

The College shall provide a uniform replacement for a damaged or worn-out pair of pants or shirt, so that the employee may be able to maintain five (5) sets of serviceable uniforms. An employee shall return the pair of pants or shirt to his or her supervisor when a replacement will be made. Replacement(s) will be approved by the employee's supervisor or his or her designee on a case-by-case basis.

The College reserves the right to make decisions on the types, color, prints and style of uniforms. Employees may be required to submit to sizing or provide his or her measurement for new uniforms.

There shall be a color coded system for uniformed employees whereby different departments wear different colored uniforms. There shall be a bargaining committee subcommittee of the Labor Management Committee composed of members of labor and management to determine what the colors of the new uniforms shall be. The first meeting of this subcommittee shall be in September 2010. The subcommittee shall meet yearly thereafter in September.

Employees who do not comply with this policy shall be subject to disciplinary action.

At the time that the College becomes a Law Enforcement Agency pursuant to the law Enforcement Officers Bill of Rights, the College shall provide Sworn Police Officers with uniforms and equipment as required by the Maryland Police Training Commission.

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Section 3. Equipment

A. General

The College will ordinarily furnish and maintain in good condition the equipment needed by employees to perform their jobs.

College property is not for personal use.

B. College Property

1. Removal of College Property from College Property

With the exception of cell phones, pagers, laptops and PDAs taken off College property for business purposes, equipment and tools furnished by the College shall not be removed from College property.

2. Employee Responsibility

Employees are responsible for the safekeeping of tools and equipment assigned to them. Employees shall sign an Acknowledgment they have been assigned College property or equipment. If tools and equipment are lost or damaged due to negligence by an employee then the responsible employee may be held personally liable. Otherwise, the College recognizes that tools and equipment normally experience wear and damage during the course of regular use and such wear and damage is not the responsibility of the employee. The Acknowledgment shall include this acknowledgment. All equipment assigned to an employee shall be returned to the College immediately upon demand and upon separation of employment. Failure to do so shall result in deduction from the employee's last wages of the value of the unreturned property, in accordance with the law. The Acknowledgement shall include an employee authorization for such a deduction. The College may take legal action against an employee who fails to return College property upon demand.

C. Cell Phones

The College follows the State's Cell Phone Policy. Employees who receive cell phones from the College shall also abide by this Policy. The College shall provide the Policy to any employee who is given a cell phone.

Employees are responsible for the cost of all personal calls. While the College anticipates some incidental personal use of cell phones, it is also expected that such use is infrequent.

D. Employers Responsibility

The employer is responsible for ensuring equipment (body armor, two way radios, etc.) and vehicles are up to date, functional and safe.

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Article 30. Personnel Files

Section 1. Official Personnel File

There shall be one official personnel file and that file shall be kept in the College's Human Resources Office.

The Official Personnel File shall include, but may not be limited to, the following:

- A. Applications and/or Resumes
- B. Position description of the position held by the employee
- C. Classification studies of the position held by the employee
- D. Performance Evaluations
- E. Documents reflecting changes in pay compensation
- F. Documents reflecting conversion from contractual to regular status
- G. Discipline
- H. Documents relating to credentials
- I. Documents that the employee is obligated to provide to the College or that the College has otherwise requested from the employee
- J. Work-related commendations, awards and training certificates that the employee or the employee's supervisor gives to Human Resources.

If an employee believes that a document or documents are missing from his or her official personnel file, the employee shall immediately notify the Director of Human Resources in writing of the specific document(s) he or she believes is/are missing. The Director of Human Resources or his or her designee shall conduct a good faith search to locate the document(s). The employee will be notified whether the document was found and placed into the file or whether it could not be located.

Grievance-related documents, immigration matters, medical information, and investigatory materials shall be kept in separate files. An employee shall have access to: (1) his or her own I-9 or other immigration-related documents that he or she has provided to the College; (2) any grievance that the employee has filed and its related documented decision(s); and (3) his or her own file containing medical information.

The College shall not provide an employee representative access to an employee's medical information file until the employee has signed a Release and the College has received a Release with the employee's original signature. The Release form shall be provided by the College and shall comply with the federal Health Information Privacy and Administration Act of 1997 (HIPAA) and other relevant privacy laws. The Release form shall include a statement that if the employee signs the release, he/she may have waived his/her rights under HIPAA or other relevant privacy laws.

To the extent required by law, an employee may gain access to the investigative files or grievance related documents under established laws and regulations.

An employee shall not, in the ordinary course, have access to investigative files or grievance-related documents, except as provided above.

There is no grievable action based upon this Section.

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Section 2. Anonymous Materials

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

Section 3. Working Files

Supervisors may keep a working file, but records of previous discipline, counseling and performance evaluations not found in the official personnel file cannot be used against an employee in any future disciplinary proceeding.

Section 4. Access

An employee, and, with the employee's written authorization, a representative(s) shall have the right to review his/her personnel file upon request, during normal business hours, with no loss of pay. An employee has the right to request and to receive copies of documents from his or her official personnel file. The employee may incur reasonable copying charges for all documents requested.

Section 5. Notification

Any negative material to be placed in an employee's personnel file will be initialed and dated by the employee and a copy provided to him/her. If the employee refuses to sign, material shall be placed in the file with a note of the employee's refusal. The employee's initials indicate simply that he/she has seen the material and is not to be viewed as agreement with its contents. The documentation of the disciplinary action shall also include the statement that the employee's initials indicate simply that he/she has seen the material and is not to be viewed as agreement with its content. Any negative material which is placed in an employee's personnel file without following this procedure will be removed from the file and destroyed.

Section 6. Requests to Correct or Amend Personnel Files

- A. An employee shall have the right to request a correction or make an amendment to his or her personnel file. The request shall be: (1) made in writing; (2) filed with the Director of Human Resources; and (3) filed within thirty (30) days of the date that the employee first knew or should have known of the allegedly inaccurate or incomplete information.
- B. Each written request shall: (1) identify the personnel record that the employee is seeking to correct or amend; (2) state the precise correction or amendment requested; (3) state the reason that the correction or amendment is being sought; and (4) include a statement that the records are, in the employee's belief, currently inaccurate or incomplete. A request that does not reasonably comply with these requirements shall be returned to the employee with an explanation of the reason for the rejection and a statement that the employee may re-file a corrected written request within fourteen (14) calendar days.
- C. Within thirty (30) days after a compliant written request has been timely filed, the Director of Human Resources or his or her designee shall: (1) make the requested correction or amendment and inform the employee in writing of that action; (2) inform the employee in writing of the College's refusal to make the requested

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correction or amendment and the reason for the refusal; or (3) inform the employee that the request will not be acted upon if there is a legal reason for the inaction.

- D. Although not grievable, if the College's determination is a refusal to correct or amend, the employee may file a concise statement of disagreement concerning the College's refusal. The statement of disagreement shall: (1) include the reason for the requested correction or amendment; (2) include the reason for the disagreement with the College's refusal; and (3) contain a maximum of five (5) one-sided pages, with a maximum page size of 8-1/2 X 11 inches.
- E. If the personnel file is disclosed to third parties, the statement of disagreement shall also be disclosed.

Article 31. Discipline

If during the duration of this MOU, the College becomes a Law Enforcement Agency so that its officers are Law Enforcement Officers under the Law Enforcement Officers Bill of Rights, the disciplinary matters involving the College's Sworn Police Officers shall be handled in accordance with the Law Enforcement Officer's Bill of Rights. The Director of Public Safety or his/her designee shall solicit LEOBR-trained personnel to adjudicate disciplinary actions in accordance with LEOBR. All decisions rendered by the trial board are final unless the Director of Public Safety decides to impose a lesser level of discipline.

Section 1. Generally

The primary objective of disciplinary action is to counsel employees at an early stage in the disciplinary process, concentrating on helping the employee determine ways to prevent a problem from recurring.

An employee shall have the right to Union representation if he or she requests it at a meeting that may lead to discipline or when a disciplinary action is taken. The College shall consider any mitigating circumstances when determining the appropriate discipline. The College shall not consider mitigating factors when considering the discipline of a probationary employee or in circumstances warranting immediate termination of employment.

The College may take disciplinary action because of an employee's unsatisfactory work performance or because of misconduct.

The College's burden of proof is by preponderance of the evidence in any proceeding under this Article, except in a case involving an employee on original probation. Employees on original probation bear the burden of proof in a disciplinary action. The sole issue is whether the College's action in disciplining an employee on original probation is illegal or unconstitutional.

After taking a disciplinary action against an employee, the College may not impose an additional disciplinary action against that employee for the same conduct unless

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additional information is made known to the College after the disciplinary action was taken.

Section 2. Disciplinary Actions Permitted

- A. The College may impose any disciplinary action no later than 30 days after a supervisor or manager, including any chair or dean but excluding faculty, acquires knowledge of the misconduct for which the disciplinary action is imposed.
- B. The College may take the following disciplinary actions against any employee:
1. give the employee a written reprimand;
 2. direct the forfeiture of up to 15 work days of the employee's accrued annual leave;
 3. suspend the employee without pay;
 - a. An employee may be suspended without pay, no later than five (5) workdays following the close of the employee's next shift after the College acquires knowledge of the misconduct for which the disciplinary action is imposed. Saturdays, Sundays, legal holidays, and leave days of any kind are excluded in calculating the five (5) workday period.
 4. deny the employee an annual pay increase;
 5. demote the employee to a lower pay grade; or
 6. with prior approval of the President:
 - a. terminate the employee's employment, without prejudice;
 - b. if the College finds that the employee's actions are egregious to the extent that the employee does not merit employment in any capacity with the College, terminate the employee's employment, with prejudice.
 7. direct up to 3 workdays of emergency suspension of the employee, with pay, to immediately remove the employee from the workplace when the College believes that the employee:
 - a. poses a threat to self, another individual or College property; or
 - b. is incapable of properly performing the employee's duties because of extraordinary circumstances.
- C. In determining the appropriate level of discipline, the College agrees to abide by the tenets of progressive discipline; however, that does not mean that the list of disciplinary actions above are listed to show a particular order of disciplinary action that must be followed in every circumstance, nor to indicate that each step listed needs to be taken prior to a heightened level of discipline, nor that the first time an employee is disciplined, that disciplinary action should be the type of discipline listed in item (a).
- D. The College shall discipline an employee in the manner it determines to be appropriate given the reason for the discipline and other relevant circumstances, including the severity of the misconduct or performance issue leading to the

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discipline and the relevant history of discipline. Progressive discipline does not require supervisors to impose harsher penalties than are necessary to inspire and move an employee to correct a problem. Similarly situated employees will be treated similarly regarding the application of disciplinary actions.

- E. After 18 months, discipline relating to attendance and job performance shall be removed from an employee's personnel file, so long as the employee was not disciplined for engaging in similar conduct during the previous 18 months. Records of previous counseling, discipline, and performance evaluations not found in the official personnel file cannot be used against an employee in any future disciplinary procedure.
- F. After taking a disciplinary action against an employee, the College may not impose an additional disciplinary action against that employee for the same conduct unless additional information is made known to the College after the disciplinary action was taken.
- G. An employee who is placed on leave without pay for an unapproved absence may be subject to disciplinary action for the unapproved absence, but placing the employee on leave without pay for the unapproved absence is not a disciplinary action.
- H. Requiring an employee to make restitution to the College for loss or damage to College property due to an employee's negligence is not a disciplinary action, but an employee who makes restitution may be disciplined for his or her negligence. The College may not require an employee to pay restitution exceeding 3% of the employee's annual base pay. An employee who is ordered to make restitution may be subject to civil prosecution or criminal prosecution.
- I. This Article does not preclude the College and an employee from agreeing to: 1. hold in abeyance a disciplinary action for a period not to exceed 18 months in order to permit the employee to improve conduct or performance; 2. impose a lesser disciplinary action as a final and binding action.

Section 3. Counseling Memoranda

- A. Issuing a counseling memorandum is an instructional communication and is not a disciplinary action.
- B. An employee may submit a written response to the memorandum to the College within 5 days after receiving a counseling memorandum. The employee's written response shall be placed in the employee's personnel file as an attachment to any record of the memorandum. An employee may not take any other action in response to a counseling memorandum.
- C. Counseling Memoranda may not be grieved.
- D. A counseling memoranda shall be removed from an employee's record after two (2) years, provided there have been no similar occurrences.

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Section 4. Automatic Termination of Employment

The following actions are just causes for automatic termination of employment:

- A. intentional conduct, without justification that:
 - 1. seriously injures another person,
 - 2. causes substantial damage to property, or
 - 3. seriously threatens the safety of the workplace;
- B. theft of College property of a value greater than \$300.00;
- C. illegal sale, use or possession of drugs on the job;
- D. conviction of a controlled dangerous substance offense by an employee in a designated sensitive classification;
- E. conviction of a felony;
- F. accepting for personal use any fee, gift or other valuable thing in connection with or during the course of College employment if given to the employee by any person with the hope or expectation of receiving a favor or better treatment than that accorded to other persons;
- G. a violation of the Fair Election Practices Act; or
- H. using, threatening, or attempting to use political influence or the influence of any College employee or officer in securing, promotion, transfer, leave of absence, or increased pay.
- I. Engaging in intentional misconduct, without justification, which physically injures another person, cause damages to property, or threatens the safety of the workplace.
- J. Engaging in conduct involving intentional fraud or illegality.

Section 5. Employee Misconduct

- A. The following actions are just causes for discipline:
 - 1. Being negligent in the performance of duties;
 - 2. Being guilty of conduct that has brought or, if publicized, it would bring the College disrepute;
 - 3. Being unjustifiably offensive toward fellow employees or the public;
 - 4. Violating a provision of SP&P, Title 2, Subtitle 3, Title 15 or § 9-607.
 - 5. Stealing College property
 - 6. After notification, continuing to engage in another business, trade, or occupation, which conflicts with the employee's position, or which prevents the employee from satisfactorily performing the duties of the employee's position;
 - 7. Engaging in conduct involving dishonesty, fraud, deceit, misrepresentation, or illegality;
 - 8. Causing damage to public property or wasting public supplies through negligence, recklessness, or willful conduct;
 - 9. Willfully making a false official statement or report;
 - 10. Knowingly assisting another in conduct that is a violation of State Personnel and Pensions Article, Annotated Code of Maryland, the regulations in this chapter, or any other lawful College policy;
 - 11. Violating a lawful order or failing to obey a lawful order given by a superior, or engaging in conduct, violating a lawful order, or failing to obey a lawful order which amounts to insubordination;
 - 12. Engaging in discrimination prohibited by law;

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13. Using leave contrary to law or MOU,
 14. Committing another act, not previously specified, when there is a connection between the employee's activities and an identifiable detriment to the College.
 15. Failing to notify the supervisor regarding his or her absence for three or more consecutive days. "Notify," for the purposes of this section, means: to speak with the supervisor during normal business hours and, if no contact is made, to leave a message on his/her cell or work phone, or email and then contact the department's administrative assistant unless the person has proof of being incapacitated.
- B. Before an employee may be disciplined, the College shall:
1. notify the employee of the misconduct and provide an explanation of the College's evidence.
 2. investigate the alleged misconduct;
 3. meet with the employee;
 4. consider any mitigating circumstances;
 5. determine the appropriate disciplinary action, if any, to be imposed; and
 6. give the employee a written notice of the disciplinary action to be taken and the employee's appeal rights and inform the employee of the effective date of the disciplinary action.
- C. Except when otherwise authorized by law, an employee may not be required to submit to a polygraph test.

Section 6. Performance-Related Discipline

- A. The College may discipline an employee for reasons relating to the employee's performance. These reasons include, but are not limited to:
1. that the employee is incompetent or inefficient in the performance of the employee's duty as determined under Article 27, Section 5(D);
 2. that an employee with a disability does not or cannot perform the essential functions of his or her position with a reasonable accommodation; or
 3. that the employee currently is not qualified for the position.
- B. Excessive tardiness constitutes just cause for the College to take corrective action, including discipline. The following guidelines will be used to identify excessive tardiness:
1. An employee who is tardy without approval three (3) or more days within a twenty (20) day period shall be counseled in accordance with section 3 in this article.
 2. If the employee is tardy without approval three (3) or more times within the following forty (40) day period, the employee shall receive a written reprimand.

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3. If the employee is tardy without approval three (3) or more days within the following sixty (60) day period, the employee shall receive a suspension without pay for one (1) day.
 4. If the employee is tardy without approval three (3) or more days within the following forty (40) day period, the employee shall receive a suspension without pay for (3) three days.
 5. If the employee is tardy without approval three (3) or more days within the following forty (40) day period, the employee shall receive a suspension of five days without pay.
 6. Any further tardiness without approval three (3) or more days within the following forty (40) day period will subject the employee to more severe discipline up to and including termination.
- C. Before an employee may be disciplined for performance-related reasons, the College shall:
1. Investigate the employee's performance, including the employee's most recent performance appraisals.
 2. Notify the employee in writing of the deficiency and provide an explanation of the College's position.
 3. Meet with the employee to hear the employee's explanation, unless the employee is unavailable or unwilling to meet;
 4. Together with the employee, discuss possible courses of action that make the performance goal attainable; and
 5. After determining the appropriate discipline, give the employee written notice of the disciplinary action to be taken, and the employee's appeal rights, and inform the employee of the effective date of the disciplinary action.
 6. Between the time the College notifies the employee of the disciplinary action and the time of the imposition of the discipline, the College may rescind the discipline.
 7. Except in the case of an annual performance appraisal, within 30 days after the College acquires knowledge of performance-related reasons for which disciplinary action may be imposed, the appointing authority shall take each of the actions required in Section B of this article. The time period may be extended for any time that the employee is unavailable.

Section 7. Time Limits

- A. An employee who fails to appeal a decision in accordance with law, regulation, or policy has accepted the decision.
- B. If the College fails to abide by any of the time limits in this Article, then the discipline shall be rescinded and the employee shall be made whole for his or her losses.
- C. The College and the Union may agree to waive or extend any time limits as stated in this Article.

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Section 8. Appeals of Discipline

The appeal of a disciplinary action shall begin at Step I of the grievance procedure.

- A. An appeal shall be filed no later than 15 days from the date that the employee received a copy of the disciplinary action. The appeal shall be filed with the Dean or Director. The employee may appeal any decision makers' decision pursuant to the Grievance Procedure Article.
- B. Each party shall make every effort to resolve an appeal at the lowest level possible.
- C. A failure to decide an appeal in accordance with law and regulation is considered a denial from which an appeal may be made.
- D. When appealing a disciplinary action, the employee or the employee's representative shall state to the extent possible and on a written form provided by the College the issues of fact, law and mitigating circumstances the employee believes would warrant rescinding or modifying the disciplinary action. Failure to state the issues of fact and law when it is possible to do so may be grounds for dismissing the appeal.

Article 32. Grievances

Grievance Procedure

The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable resolution of grievances filed by bargaining unit employee(s), the Union or the College. This is the exclusive procedure available to bargaining unit employees, the Union or the College for the resolution of grievances alleging a breach of the provisions of this MOU. No reprisal shall be taken against any employee for the filing and processing of any grievance.

Section 1. Definitions

Grievance: A dispute alleging a violation, misapplication, or misinterpretation of this MOU, or applicable College policies, rules, regulations, or procedures.

Working Day: A day in which the main Administrative Offices of the College are open for regular business (Monday-Friday).

Grievable: Where the matter in dispute involves an alleged violation, interpretation, or application of the terms of this MOU, or applicable College policies, rules, regulations or procedures.

Section 2. Resolution of Grievances

The Union and the College agree that grievances should be processed in an orderly, prompt, and equitable manner so that the efficiency of the College and the morale of employees shall be maintained. Every effort will be made by the parties to resolve grievances at the earliest possible step of this procedure. In this regard, the parties commit to fully discussing their positions and the facts and evidence supporting such

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position so that each party can make an informed decision on the appropriate resolution of the grievance under consideration.

Section 3. Grievability Issues

In the event either party should declare a grievance non-grievable, the original grievance shall be considered amended to include this issue. The parties agree to raise any question of grievability of a grievance prior to the time limit for the written answer in the final step of this procedure.

Section 4. Exceptions

The negotiated grievance procedure will not be available to resolve a dispute concerning:

- A. Any examination, certification, or training requirement.
- B. The reclassification of any position, which does not result in the reduction in grade or basic pay of an employee.
- C. The removal of an employee serving a probationary period.
- D. Decisions on incentive awards.
- E. Performance evaluations that do not impose a work improvement plan.
- F. Any policy or regulation over which management does not have control.

Section 5. Procedure for Employee Grievances

Informal Procedure

- A. Within fifteen (15) calendar days of the action involved, or within fifteen (15) calendar days of the employee having knowledge of such act, an informal meeting should take place with his/her immediate supervisor for the purpose of resolving the problem.

The supervisor will issue an oral decision within three (3) working days from the date the employee presented the issue.

- B. In the absence of the first level supervisor, the grievance may be submitted to his or her designee.
- C. If the decision is not received within 3 working days, or if the decision is not satisfactory to the employee, the employee may proceed to Step 1 of the grievance procedure.
- D. Time limits can be extended for good cause and with the written consent of the parties.

Step I. Formal Procedure

- A. If the grievance is not resolved at the informal meeting, the employee and/or his representative may submit the grievance, in writing on the approved grievance form, to the appropriate Vice President or his/her designee, with a copy to the Director of Human Resources.
- B. The Vice President or designee will, within five (5) business days of the receipt of the grievance, schedule a meeting with the job steward and the grievant, along

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with the Director of Human Resources to attempt to resolve the grievance. The meeting will occur within fifteen (15) business days of the receipt of the grievance.

- C. The Vice President or designee will render a written answer within ten (10) business days of the meeting. The answer will include the reasons for the decision. A copy of the written answer in a disciplinary grievance shall be provided to the appropriate Vice President(s).
- D. In the event the Vice President or designee's answer is not satisfactory to the grievant, the grievance may be appealed to the Step 2 of this grievance procedure. Such appeal must be submitted in writing within five (5) working days of the Union's receipt of the first step answer.
- E. Time limits can be extended for good cause and with the written consent of the parties.

Step II. Intermediate Decision

- A. The President will make every effort to resolve the grievance.
- B. The President will, within five (5) business days of the receipt of the grievance, hold a meeting with the grievant, the Union representative and the Director of Human Resources or designee to attempt to resolve the grievance.
- C. The President shall, within ten (10) business days of the second step meeting, render a decision in writing containing the reason(s) for the decision.
- D. Time limits can be extended for good cause and with the written consent of the parties. If the decision is not deemed acceptable, the grievance may be appealed to Step 3 of this grievance procedure. Such appeal must be submitted in writing within five (5) business days of the Union's receipt of the second step answer.

Step III. Final Decision

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

Section 6. General Provisions

- A. If a dispute arises from the action of an authority higher than the immediate supervisor, such dispute may be initiated at the appropriate step of this procedure.
- B. When meetings, conferences or hearings are scheduled or held under this Article, employees who are required to attend or who are called as witnesses by one of the parties shall, with 48 hours advance notice, be excused from his duties. Grievance meetings shall be treated as work time.
- C. A grievance may be withdrawn at any time. After withdrawal the grievant shall not file any subsequent grievance on the basis of the same event.

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- D. Upon the failure of the grievant, or his/her representative where appropriate, to file an appeal within the time limits provided in this Article, the grievance shall be deemed to have been resolved by the decision at the previous step.
- E. Only those issues and sections of this MOU cited in the initial filing of the grievance may be considered at subsequent steps of the procedure.
- F. Each party has an obligation to fully present its position and its evidence in support of its position at each step of the grievance procedure. No party may present evidence at a hearing before the Office of Administrative Hearings if the party refused to present such evidence during the grievance procedure.
- G. The decision to submit a case to the Office of Administrative Hearings shall be a waiver of all other remedies except as provided otherwise by statute.
- H. If an employee wins a grievance/appeal, that employee shall receive the requested resolution or what a hearing officer sees fit no later than two (2) weeks following the decision

Article 33. Drugs and Alcohol Abuse

Section 1. Generally

The College is committed to having a community free of drugs and alcohol. The College and the Union recognize the societal damage of substance abuse. The parties agree that the College must show the way towards achieving a drug- and alcohol-free workplace and academic community by recognizing the benefit of rehabilitation, and, at the same time, demonstrating to substance abusers and potential abusers that substance use will not be tolerated at the College. Permitting employees to work under the influence of drugs and alcohol is inconsistent with the special trust placed in the College's employees as servants of the public.

The possession, use, consumption, sale, purchase or distribution, dispensation, or manufacture by any employee of alcohol, illegal drugs, or any illegally-obtained drugs on the College's premises or within its facilities, or in the conduct of College-related work off College premises, or at any time during the course of the workday, is strictly prohibited.

The College recognizes that an individual with alcoholism has a disability which is protected under the ADA. While people with alcoholism may be individuals with disabilities, the ADA still allows employers to hold them to the same performance and conduct standards as all other employees. Current illegal use of drugs is not protected by the ADA. The College does not need to employ someone who is currently engaging in the illegal use of drugs.

The College encourages employees who are experiencing substance abuse problems to seek treatment through the College, the State's Employee Assistance Program, or self-referral to a certified rehabilitation program. Employees are encouraged to voluntarily do so in advance of, and ideally to avert, any adverse impact on work-related performance

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and behavior issues that substance use may lead to. The College will not terminate the employment of an employee who, in advance of any workplace incident, accident, injury or performance issue leading to discipline, voluntarily seeks assistance for a substance abuse program.

Section 2. Drug and Alcohol Use or Abuse

- A. Reporting to work or performing work duties after having ingested illegal drugs or non-prescribed prescription drugs, or while under the influence of alcohol, is strictly prohibited. Under the influence of alcohol is defined by state law.
- B. An employee shall not report to work or perform his or her duties while taking prescribed drugs or over-the-counter medications which the employee knows or reasonably should know adversely affect the employee's ability to safely and effectively perform his or her job duties.
- C. An employee who notifies his or her supervisor that he or she may not be able to safely and effectively perform his or her job because of his or her therapeutic drug use may take paid leave or leave without pay as permitted by the Leave Article of this MOU.
- D. An employee who is called to report to work during an unscheduled time shall immediately inform his or her supervisor if he or she should not report to work. Employees should not report to work if doing so would violate this Article. An employee should consider his or her consumption of alcohol within the previous four (4) hours, and any drug or over the counter medication that would interfere with his or her ability to travel safely to work and/or perform safely and efficiently his or her job duties.
- E. A referral to an Employee Assistance Program and/or a substance abuse rehabilitation program is not discipline. The College may discipline an employee based upon actions or inactions leading to the referral, and the employment of an employee who fails to participate successfully in such a Program when referred to it may be terminated, pursuant to Article on Discipline in this MOU.
- F. Continued unacceptable job performance, attendance and/or behavioral problems shall result in disciplinary action, up to and including termination of employment in accordance with the Article on Discipline in this MOU.
- G. An employee who is found guilty, accepts a plea of nolo contendere, or receives probation before judgment of an alcohol driving offense or a controlled dangerous substance offense shall report as such to the Director of Human Resources within five (5) work days.
- H. Violations of the aforementioned prohibitions will be subject to discipline up to and including termination in accordance with Article on Discipline in this MOU.

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Section 3. Testing

A. Types

The College may require testing for illegal use of drugs, or alcohol level. The College will not ask that the samples provided for this purpose be used for other purposes.

Testing may take place only under the following circumstances:

1. Pre-Employment -- Applicants for employment who have received an offer of a job contingent on passing the substance abuse test.
2. Behavior Indicated (Reasonable Suspicion) Testing -- When the Director of Human Resources has reasonable and specific grounds to believe that the actions, appearance and/or conduct of an employee are indicative of using alcohol or drugs, other than authorized and reported prescription or non-prescription drugs and that a test of the employee shall produce evidence of the illegal use of drugs or evidence of use of alcohol.
3. 3.Post-Accident Testing -- An employee who while on duty was involved in an accident, or incident that resulted in injury to the employee or to another employee, student or visitor, shall be tested as soon as possible after the accident or injury. An employee, who is unable to submit to testing at the time of an accident due to the seriousness of his/her injuries, is required to provide the necessary authorization for obtaining hospital reports and other documentation that would indicate whether there were any drugs or alcohol in his/her body system.
4. Periodic Testing – A sensitive employee may be required to submit to drug/alcohol testing during a fixed time frame, such as a return from leave.
5. Random Testing -- A sensitive employee will be required to submit to unannounced drug/alcohol testing when selected pursuant to a random selection process. Random testing requires that statistically significant samples of employees in sensitive classifications or in sensitive positions be tested on a periodic basis. If, during the duration of this MOU, the College becomes the administrator of its drug and alcohol testing program the College shall have a written system for random testing which shall include an identification of the specific system used to arrive at who will be tested, what the statistically significant numbers are, what random sampling techniques are going to be used, etc. The College shall provide the union with a copy of this written system and any revisions of it at the time that it is developed.
6. The College may arrange for testing of an employee in a position or classification that has been designated as sensitive when the employee's participation in a Substance Abuse Rehabilitation Program is not the result of having tested positive for drugs or alcohol. Such testing may be administered at any time during the employee's participation in the Program and the one-year period following the employee's successful completion of the program.

B. Certified Laboratory; Chain of Custody

When drug or alcohol testing in any of the above circumstances is required, all testing will be conducted by a College-designated, State-certified medical testing laboratory with appropriate chain of custody procedures in place to ensure accuracy and continuity in specimen collection, handling, transfer, and storage, as

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required by applicable law and regulation.

C. Cooperation In Testing

Employees are expected to cooperate fully in order to properly implement the testing procedure, including providing the necessary consent, written authorization, information and specimens for testing. Failure to provide specimens, any attempt to contaminate a specimen, or any other interference with the collection procedures are grounds for disciplinary action, up to and including discharge, pursuant to the Article on Discipline in this MOU.

D. Positive Test Results

1. All specimens identified as positive on the initial test will be verified by a confirmatory test. Gas chromatography/mass spectrometry (GC/MS) or an equivalent or better confirmation test shall be used in urine samples. The standards established in COMAR shall be the basis for determining whether a test is positive.
2. There shall be a split sample. In the event of a positive test result, the employee may request independent testing at his/her own expense, of a portion of the tested specimen for verification of the test results. If the independent test result is negative, the College will re-test the original sample.
3. Any sensitive employee whose test results are confirmed positive for illegal drugs or use of alcohol shall be subject to disciplinary action up to and including termination.
4. The College recognizes that there is a possibility of a false positive result. If the employee's retest and the College's re-test show that the original positive result was false, then the employee shall not be disciplined on the basis of the false positive test result, and shall not experience any loss in pay or benefits. The false positive result and any reference to that result shall be removed from the employee's personnel file.

Section 4. Searches

The College retains the right to conduct reasonable searches and inspections of that employee while the employee is on College property, including its building, grounds and parking lot, or garage. Such searches will be conducted with respect for the employee and if the employee requests, with the presence of a job steward. Such searches may be of their lockers, desks, College provided-tool boxes, and College vehicles. The College may also request that an employee permit inspection of his or her baggage, brief case, or person. Any employee who refuses to submit to a search and/or inspection may be subject to disciplinary action up to and including termination of employment.

Section 5. Rehabilitation Required for Continued Employment

- A. An employee's continued employment may be conditioned on the employee's enrollment in and satisfactory completion of a substance abuse rehabilitation program. If an employee is, in lieu of termination, required to enroll in a substance abuse rehabilitation program, the employee shall participate in a Program of appropriate length given the employee's circumstances that is at

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least six (6) months in duration.

The employee shall be subject to periodic testing throughout the Program's duration. If an employee fails to enroll in the Program or does not successfully participate in and complete the Program or if the employee tests positive during the program or during the one year following completion of the Program, the employee shall be terminated.

- B. A current employee who applies for a sensitive position and tests positive on a drug test for illegal use of drugs shall be suspended without pay for fifteen (15) days. As a condition of returning to work, the employee shall enroll in a treatment program of at least six (6) months be subject to periodic testing throughout this time, and submit a certification from an attending physician or other licensed professional associated with the rehabilitation program. The certification shall be made under oath to confirm that the employee has successfully participated in the program for at least six (6) months and has not tested positive.
- C. At the conclusion of a Rehabilitation Program the employee shall be required to submit to the Director of Human Resources a certification from the attending physician, certified chemical dependency counselor, licensed certified social worker or licensed psychologist associated with the Program, certifying under oath that the employee has successfully participated in the Program and has not tested positive for use of illegal drugs or alcohol use at any point during the Program.
- D. An employee who fails to enroll in a substance abuse rehabilitation program during the suspension period or who fails to successfully participate in a program for at least six (6) months shall be terminated. An employee who submits the proper certification and remains drug-free for 18 months may reapply for a sensitive position.

Section 6. Sensitive Employees

- A. The College may designate certain positions as "sensitive." Applicants for sensitive positions shall be tested for the illegal use of drugs as part of the selection process. The College shall provide the Union a list of classifications and positions designated as sensitive.
- B. A refusal to submit to testing required as part of the selection process for a sensitive position shall result in disqualification and removal from list maintained to track eligible candidates.
- C. A sensitive employee:
 - 1. convicted of any controlled dangerous substance offense while employed by the College shall be terminated;
 - 2. who tests positive for a controlled dangerous substance as a result of a random drug test shall be suspended for fifteen (15) work days and shall be required to successfully participate in a drug treatment program designated by an employee assistance program;

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3. who abuses prescription drugs provided to the employee or an over-the-counter drug shall, on a first offense, be suspended for five (5) workdays and be required to participate in a drug treatment program designated by the Employee Assistance Program.
4. who for the first time, is convicted of alcohol driving offense based upon activity that occurred during the employee's work time or is found to be under the influence of alcohol while at work shall be suspended for fifteen (15) days and shall be required to successfully participate in an alcohol treatment program designated by the Employee Assistance Program.

Section 7. Alcohol Driving Offenses

A sensitive employee convicted of an off-duty alcohol driving offense, and a non-sensitive employee convicted of any alcohol driving offense shall:

- A. on the first conviction, be referred to an Employee Assistance Program and, in addition, be subject to appropriate discipline;
- B. on the second conviction, be suspended for a minimum of five (5) days, be referred to an Employee Assistance Program, be required to participate successfully in the designated treatment program, and be subject to any appropriate disciplinary action, up to and including termination;
- C. on the third conviction, be terminated.

Section 8. Records

Testing records shall be treated as confidential and shall be kept in employees' separate medical files.

Article 34. Employee Assistance Program

Section 1. 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 purely voluntary. Except as provided in Section 3, job security and promotional opportunities will not be jeopardized by an employee's participation in the EAP. The College shall treat documents received from the Program as confidential and shall not release them without the express written consent of the employee or as otherwise provided by law.

Section 2. Limited Waiver of Confidentiality

If the College and an employee enter into an agreement which includes the College's agreement to defer or reduce an otherwise immediate disciplinary action 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

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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 as confidential and shall not be maintained in the employee's regular personnel file.

Section 3. Adherence and Accountability

If an employee does not comply with all of the requirements contained in his or her Employee Assistance Program Participation Agreement (an agreement to participate in an EAP Program in order to defer or reduce an otherwise immediate disciplinary action), the College may take the level of disciplinary action that is appropriate under the circumstances and in line with the provisions of the MOU article on discipline.

Section 4. 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 documents submitted with the referral.

Article 35. Essential Employees

The end-result of bargaining over this Proposal will be contained in the College's

1. Procedures for Delayed Opening, Early Dismissal and Closing Due to Inclement Weather An Essential Employee is an employee of who has been designated as being vital to the College's operation, whose presence is required regardless of the existence of an emergency condition, and whose absence from duty could endanger the safety and wellbeing of the campus population and/or physical plant. Examples of such employees are police, stationary engineers or other heating plant and maintenance personnel and snow removal employees.
2. Employees deemed "essential" may be required to report to work even though a decision has been made to close the College or delay its opening.
3. Each department is responsible for establishing and notifying which employees or class (es) of employees are considered essential and for establishing the conditions under which employees must report.

Article 36. College Delayed Opening, Early Dismissal or Closing

Section 1. Use of Release Time or Leave

- A. Whenever the College closes or delays opening, the period specified during which non-essential staff are not required to report will be recorded as emergency release (code 72). This is paid release time that is not charged to any employee leave balance.
- B. Liberal leave will be granted to non-essential staff who cannot comply with announced operations schedule.
- C. Essential employees who do not report as required may be subject to disciplinary action.

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- D. If a non-essential employee does not have any accrued leave available, the employee may take leave without pay for liberal leave.
- E. Liberal leave means that employees may use available annual, compensatory or personal leave without advance approval of a supervisor. This does not apply to essential personnel.

Section 2. Compensation for Essential Employees

- A. Essential, Non-Exempt Skilled Service Employees who report in accordance with their departmental plan will be credited for two hours for each hour worked. If, at the end of the pay period in which an emergency closing occurred, the employee had worked more than 40 hours, the employee will be paid at time and one-half for each hour over forty or receive compensatory leave, whichever the employee chooses.
- B. Essential, Exempt Employees who report in accordance with their departmental plan will be credited with compensatory leave of one hour for each hour worked.

Section 3. Compensation for Non-Essential Employees in Special Circumstances

This Section shall become effective only if skilled service employees are removed from SPMS.

- A. During special situations, an employee who has not been designated as an Essential Employee for a particular type of situation may be eligible to be paid in accordance with Section 2 above, subject to these requirements:
- B. In the event a supervisor determines that he or she has a specific project which requires work that may not be able to be completed by non-essential employees during a time when there may be a delayed opening, early closing or closing that results in an announcement that non-essential employees are not required to work, the supervisor will provide advance notice that he or she is seeking volunteers to work on a specific project.
- C. The number of volunteers solicited shall be selected based upon the number of employees the supervisor elects to schedule.
- D. No employee who previously volunteered to work pursuant to this Article but who failed to report to work shall be selected to work in this circumstance.

Article 37. Layoffs

The procedures in this article shall apply in the event that the College determines that layoffs of nonexempt bargaining unit employees are required. A layoff involves reallocating, consolidating or terminating program functions when the College confronts decreasing enrollment patterns, changing program priorities or fiscal crisis.

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Section 1. Notice to the Union

The College will notify the Union at least ten (10) calendar days prior to the implementation of a layoff. The notice of the layoff shall include the number of bargaining unit employees and the reasons for the layoff. The College shall meet with the Union at its request within the ten (10) day period preceding the layoff to discuss the situation and the reasons for the layoff, the departments that will be affected, the total number of bargaining unit employees, and the expected duration of the layoff. The Union may provide and the College will consider alternatives to the announced layoff at this meeting or at a later meeting, if so requested by the Union. If requested, management will meet with the Union to discuss and consider alternatives to layoffs within one week of the request; however, this request shall not delay the effective date of the layoff.

Section 2. Calculation of Seniority Points

The management decision regarding who to layoff shall be determined by who has the least number of seniority points within a classification and department. Employees shall be allowed to exercise their displacement rights and recall rights on a College wide basis using their seniority points and qualifications as described in the sections on displacement and recall.

Seniority points shall be calculated in accordance with the following formula:

1. One point for each month of State employment;
2. One point for each month of employment in the College;
3. One point for each month of employment in the job series or job class in which the layoff will occur;
4. For service of less than a complete month, an employee shall be credited with 0.032 points for each day of service; and
5. For part-time employment, layoff points shall be prorated according to the percentage of employment.

"Job series" means a group of two or more classes in the same occupational area which requires the application of the same knowledge, skills, and abilities at varying levels of proficiency or responsibility, as determined by the Secretary. "Job class" means positions in the same occupational area which require the application of the same knowledge, skills, and abilities and the same or similar duties and responsibilities, as determined by the College. For the purposes of this section, job class includes the titles held by nonexempt employees in the administrative category of employment.

If two or more employees with an equal number of seniority points are in the same position that is subject to a layoff, then the person with the least number of total State service points will be laid off first. If two or more employees in the same class have an equal number of seniority points and the same number of points for total State service, then the College shall determine which employee to retain after making a written evaluation of the skills, knowledge or abilities of each employee.

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Section 3. Notice to Affected Employees

Only after consultation with the Director of Human Resources, the Department Head shall notify those employees who work in positions identified for layoff at least 60 calendar days before the effective date of the layoff.

The notice to the employees shall state:

1. The fact that the College has made a decision that circumstances require that the employee be laid off;
2. The reason or reasons for the layoff;
3. The number of seniority points that the employee has and the calculation used to arrive at that figure;
4. The effective date of the layoff;
5. That the employee has the right to displace another employee, if the employee has the necessary qualifications and seniority points to do so, and that the employee must notify the College within fifteen (15) days of the notice if the employee will exercise his or her displacement right. The notice shall also state what, if any, positions the employee could displace into, based upon the employee's qualifications known to Human Resources at the time of the layoff and the employee's seniority points. Because this list may not be exhaustive, the notice will also include a statement encouraging the employee to go to Human Resources to evaluate whether he or she may have other displacement options;
6. The College shall maintain in Human Resources a list of all BCCC positions, the duties and minimum qualifications for each position, as well as a list of all of the incumbents and their seniority points. The notice shall state that the employee has the right to review and copy these items;
7. The right to receive pay and not have to work for a minimum of forty-five (45) days of the sixty (60) day notice period;
8. Recall rights after layoff;
9. Reinstatement rights after layoff;
10. The two paragraphs following this list.

An employee who will be laid off shall be paid and shall not report to work or perform duties for the 45 days immediately preceding the effective date of the layoff, unless the employee and the Union expressly waive the employee's displacement rights prior to the forty-fifth day. During this period, the employee shall continue to have the status of being employed at the College.

If the employee elects to waive his or her displacement rights, the employee shall receive pay (and shall not report to work or perform duties) for a period of up to 60 days; the amount shall be pro-rated based upon the date that the College receives written notice from the employee and the Union of the employee's waiver of his or her displacement rights. During this additional period, the employee shall continue to have the status of being employed at the College.

Section 4. Displacement

An employee may displace into another position in the nonexempt bargaining unit only if the employee is qualified for the position as stated in the position description. An employee who, at the time he or she receives a notice of layoff, is without the required qualifications as stated in the position description but is with sufficient seniority points to displace a less senior employee, may exercise his or her displacement rights under the

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following conditions: The employee may exercise displacement rights so long as he or she attains the required qualifications prior to the effective date of the layoff. Any employee who shall exercise, or, who based upon his or her plan to attain the required qualifications prior to the effective date of the layoff plans to exercise, his or her displacement rights shall notify the Director of Human Resources within fifteen (15) calendar days of receipt of notice of layoff.

If more than one employee receives a notice of layoff and wants to displace into the same position, the employee with the qualifications as stated in the position description and with the greater number of seniority points shall be awarded the right to displace into the position.

The salary of an employee who exercises his or her displacement rights will be based upon the pay grade of the classification that the employee displaces into, at the salary step that is closest to, but not more than the employee's rate of pay prior to displacement.

Section 5. Outplacement Services

The College will provide off-campus outplacement services for all laid off employees when in the College's judgment the layoff will be for more than ninety days. Each eligible employee may request information about the types of counseling available for both the employee and his/her family. Free and confidential short-term counseling (max six sessions) and assessments and referrals for all affected employees will be provided covering the following and related topics:

- A. Job search skills
- B. Resume writing
- C. Stress and crisis management
- D. Grief and loss counseling
- E. Financial and adjustment planning/budgeting
- F. Family counseling.

Section 6. Tuition

- A. Waiver
The College shall continue to provide tuition waiver for those employees, their spouses and their dependent children enrolled in a class and using tuition waiver at the time that they receive notice of layoff until the end of the academic year that the layoff occurs and the one immediately following semester.
- B. Reimbursement
The College shall continue to provide tuition reimbursement for those employees enrolled in a class and using tuition reimbursement at the time that they receive notice of layoff until the end of the semester that the layoff occurs.
- C. Remission
The College shall continue to provide tuition remission for those employees and their dependent children enrolled in a class and using tuition remission at the time that they receive notice of layoff until the end of the semester that the layoff occurs.

Section 7. Medical and Dental Benefits Continuation

In consideration of the hardships caused by layoff to employees and their families, the College shall pay the entire COBRA premium for those employees enrolled in the College's medical and dental plan at the time they receive notice of the layoff and who elect COBRA for two (2) months after the effective date of the layoff. These provisions apply only if the skilled service employees are excluded from the State Personnel Management System (SPMS) and become part of the College's personnel system (or when legally possible).

Section 8. Recall Rights

Employees who are laid off will be eligible for recall to their former position, or to another position requiring the same or substantially similar duties and the same qualifications as their former classification for a period of up to one year from the effective date of the layoff. A qualified employee who has been laid off shall be offered the opportunity to fill a vacancy or contractual position prior to an internal candidate or other applicant. Recall rights shall be based on the total number of seniority points that an employee has at the point of layoff, with the person with the most seniority points being offered the right to be recalled first. If employees are offered an opportunity for recall, they must accept the offer within seven (7) calendar days and report to work within fourteen (14) calendar days or they shall lose their recall rights. The Department of Human Resources shall proactively assist employees who have been laid off in identifying employment opportunities within the College for which such employees may qualify.

Employees on the recall list shall be offered non-PIN opportunities that become available within the College within one year of layoff and that are within the job classification that the employee held prior to layoff. If an employee accepts a non-PIN position, this shall not affect his or her recall rights.

Section 9. Reinstatement Rights

If an employee who has been laid off returns to College service within three (3) years of the effective date of his or her layoff, the employee will have all unused sick leave restored to his or her sick leave balance. Reinstated employees shall receive service credit for all time periods of State and College employment. This credit shall determine the step in pay grade, rate of annual leave accrual and seniority rights.

Employees shall be reinstated in the following priority:

1. A returning veteran or reservist entitled to reinstatement under the Maryland Annotated Code, State Personnel and Pensions Article, Title 2, Subtitle 7.
2. A former College employee who has been laid off or whose position has been abolished.
3. The following candidates, without priority, along with other eligible candidates:
 - (a) an individual who has resigned and
 - (b) a current employee seeking a return to a position in a classification previously held.

Article 38- Termination of Employment of Grant and Contract Funded Employees upon Termination of the Grant or Contract

Grant and contract funded employees are those employees who will be notified in writing, at the time of hire, of the start and end dates of the grant or contract which funds the position.

If a grant or contract through which a position is funded is discontinued or reduced to a level that substantially impacts the College's ability to maintain the position, bargaining unit employees who:

1. are in grant and contract funded positions on the effective date of this MOU shall be entitled to thirty days' notice, Recall Rights, Outplacement Services and Tuition Waiver as defined in Article 37, Layoffs.
2. have been in that grant or contract funded position for three years or more shall be entitled to thirty days' notice, Recall Rights, Outplacement Services and Tuition Waiver as defined in Article 37, Layoffs.
3. have been in that grant or contract funded position for periods of less than three years shall be entitled to at least two weeks' notice, or pay in lieu of notice, Outplacement Services and Tuition Waiver as defined in Article 37, Layoffs.

Article 39. Contracting Out/Outsourcing

Section 1. Generally

The College recognizes the integrity of positions comprising the bargaining unit. It shall act consistently with the State's current statutory policy to use State employees to perform State functions in State-operated facilities in preference to contracting with the private sector, unless otherwise permitted by law. The College shall adhere to the State Personnel and Pension Article Title 13 and this law is hereby incorporated in this Agreement as if fully set forth herein.

Section 2. Procedure

A. Notice

If the College proposes to 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 a written Notice at its earliest opportunity, but normally no later than sixty (60) days in advance of the publication of the RFP, unless circumstances require a shorter notice.

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 a copy of the RFP prior to publication.

Sworn Police Officers

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. If the Union elects to meet with the College in order to discuss the reasons for outsourcing it shall, within seven (7) calendar days of its receipt of the Notice described in Section A, make a request to meet with the College to discuss the decision with the Vice President of the affected department or his or her designee.

Following that meeting, the Union may request a meeting with the College 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 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 Layoff Article. A meeting requested by the Union and held pursuant to Section B is not a substitute for a meeting held pursuant to the Layoffs Policy 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.

Nothing in this Article restricts the College's authority to determine whether to continue to employ current employees or to outsource.

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

Article 40. Nepotism Prohibited

Section 1. General

A Family Relationship to another College employee is not an automatic bar to employment by the College.

An employee of the College shall not hire, supervise, line-manage, set conditions of employment or promote or evaluate subordinate employees with whom a family relationship exists.

Sworn Police Officers

Section 2. Definitions

A Family Relationship exists where an employee is related to another employee or spouse of an employee of the College by blood, marriage, or adoption and extends, to the following relationships: spouses, parents, children, siblings, in-laws, step-family members, aunts, uncles, nieces, nephews, cousins, and grandparents. This policy applies to all employees of the College, including support staff, administrative/professional staff, faculty and contractual employees.

A Supervisor or Line Manager includes anyone having the authority to make decisions, assign work or give orders to subordinates in the chain of command.

Section 3. Employee Obligations

If a supervisor/subordinate relationship develops between employees with a Family Relationship during employment, the employees shall immediately notify Human Resources. Human Resources shall recommend options for eliminating the supervisor/subordinate relationship including, but not limited to, transfer, reassignment or removal of one or more of the employees involved. Employees may come up with other alternatives. Once Human Resources has presented alternatives, the employees shall determine which alternative to take.

All employees and applicants for employment are required to disclose to the Director of Human Resources the identity of any family member(s) employed by the College who work in the same chain of command and are in a supervisor/subordinate relationship.

Article 41. Child Care

Employees shall continue to have access to child care at BCCC for as long as child care is provided at BCCC and under the terms and conditions as exist at the present time.

Article 42. Posting of Job Announcements and other Information

The College shall post job announcements for vacant positions on the College's web site, and shall post hard copies of job announcements for vacant positions in the Department of Human Resources. The Department of Human Resources shall also maintain hard copies of commonly used forms, such as vacation request forms and insurance claim forms, in a visible area frequented by bargaining unit members.

Article 43. Social Security Numbers

The College shall not print or have printed a College employee's Social Security number on any type of identification card.

Article 44. Strikes and Lockouts

The parties agree to abide by the law prohibiting strikes and lockouts.

Sworn Police Officers

Article 45. Reinstatement

The parties agree to abide by the law and COMAR regarding reinstatement.

Article 46. Savings and Effectiveness

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

If there are terms and conditions that cannot be legally implemented at the point that the MOU is signed, and if a law changes that will make it legal to implement that term or condition, then the term or condition shall become effective on the earliest date possible by law.

Article 47. Fair Share Reopener

Either party may re-open negotiations on the exclusive subject of service fees “Fair Share” agreement. Negotiations shall be scheduled within 30 days of the presentation of the written request for reopener.

Article 48. Telework Policy

BCCC and AFSCME MD 2 will develop a telework policy for employees at BCCC. The policy will be negotiated at the LMC and added to the contract upon completion.

Sworn Police Officers Bargaining Unit

Police Officer I

Police Officer II

Sergeants (formerly Police Officer 3)

**Baltimore City
Community
College Non-
supervisor**



This evaluation is intended to facilitate communication between supervisors and employees regarding expectations of job performance and to provide a mechanism for the evaluation of actual performance.

Employee Name:	Rating Period:
Supervisor	Fisc
	President

Ratings:

- 4 = Outstanding:** Exceptional performance. Achievements are clearly superior to the level of performance required for the job.
- 3 = Exceeds Standards:** Clearly surpassed the standards required for the job. Used exceptional application of knowledge, skills and/or abilities to exceed the required standards.
- 2 = Meets Standards:** Met the required and expected results for the job. Good performance which is expected of a fully experienced or competent employee.
- 1 = Needs Improvement:** Job requirement and results were partially met. Performance needs development to meet the standards expected of a competent employee.
- 0 = Unsatisfactory:** Performance is unacceptable and shows no significant progress or improvement. Improvement is critical.

Does the employee's Position Description (PD) accurately reflect the current, and anticipated, duties and responsibilities for the upcoming review period? (If no, modify the PD as required before beginning the review period.)

Status of Position Description **Yes**

Position-Specific Performance Standards (SMART Goals) <i>Measurable, Achievable, Realistic, Time-based</i>	(Specific,	Mid Cycle Rating	End Cycle Rating
1			
2			
3			
4			
5			
6			
7			
Number of Position-Specific Performance Elements Rated:		0	0

Behavioral Elements	Mid Cycle Rating	End Cycle Rating
Teamwork		
1	Is an active, effective member of the department team	0
2	Is an active committee person (Optional)	0
3	Supports College vision/ mission and divisional goals	0
4	Works to resolve concerns with co-workers	0
5	Interacts positively with co-workers	0
Communication		
6	Speaks effectively	0
7	Writes effectively (clear, organized, appropriate grammar, punctuation) Note: Do not	0
Initiatives		
8	Engages in opportunities for self-improvement	0
9	Generates ideas, options, and solutions for improvement	0
10	Uses creative approaches to improve processes, programs and services	0
Customer Service		
11	Provides information to staff and others in timely manner	0
12	Models the College's Civility Creed	0
13	Strives to keep commitments and follow through on customer requests	0
Quality of Work		
14	Maintains work space	0
15	Safety	0
16	Maintains good attendance (Use of approved leave)	0

17	Follows policy and procedure/ work standards	0	0
18	Pays attention to detail	0	0
19	Maintains confidentiality	0	0
20	Appropriately prioritizes work to meet established objectives	0	0
21	Properly utilizes technology as called for	0	0
Number of Behavioral Elements Rated:		0	0
Total Number of Elements Rated:		0	0

Supervisor's Comments:

Narrative Summary of Performance

Behavioral Elements				Mid Point Rating	End Point Rating
Teamwork					
Is an active, effective member of the Department team					
MEETS STANDARDS: Recognize and provide support and assistance to co-workers as needed. Works cooperatively in group situations. Works actively to resolve conflicts. Readily accepts direction from supervisors. Supports team leader. Does not require reminders about cooperation and teamwork standards. Fosters a non-discriminatory environment. Gives equal consideration to all people in accordance with Equal Opportunity laws.					
Outstanding	Exceeds Standards	Meets Standards	Needs Improvement	Unsatisfactory	
Exceeds the highest examples of cooperation and teamwork. Serves as the ideal standard for collaboration and cooperation.	Exceeds the highest examples of cooperation and teamwork. Serves as the ideal standard for collaboration and cooperation. Actively encourages collaboration and cooperation in others.	Meets the highest examples of cooperation and teamwork standards. Reluctantly cooperates with others to achieve goals of the organization. Reluctantly accepts direction from supervisors. Reluctantly supports team leader. seldom devotes and maintains cooperative working relationships with team or with others inside and outside the work unit. Occasionally ignores and disrespectful.	Requires frequent reminders about cooperation and teamwork standards. Uncooperatively works with others to achieve goals of the organization. Resistant to direction from supervisors. rarely supports team leader. seldom devotes and maintains cooperative working relationships with team or with others inside and outside the work unit. Consistently rude and disrespectful.		
Is an active committee person. (Optional evaluation question to be signed with by Supervisor and Employee)					
MEETS STANDARDS: Frequently contributes ideas and suggestions. Frequently volunteers to serve on work-related committees or teams or for special projects. This element is not scored for those individuals who are excused from participating by their immediate supervisor and Division Vice President.					
Outstanding	Exceeds Standards	Meets Standards	Needs Improvement	Unsatisfactory	
Contributes constructive ideas and suggestions. Frequently volunteers to serve on work-related committees or teams or for special projects.	Contributes constructive ideas and suggestions. Frequently volunteers to serve on work-related committees or teams or for special projects.	Contributes ideas and suggestions. Occasionally volunteers to serve on work-related committees or teams or for special projects.	Needs constructive ideas and suggestions. Occasionally volunteers to serve on work-related committees or teams or for special projects.		
Supports College major mission and district goals					
MEETS STANDARDS: Accepts goals and work toward district/college department goals and objectives, including the College mission. Consistently available to help team accomplish their goal. Assesses self strengths and weaknesses and suggests methods for improvement.					
Outstanding	Exceeds Standards	Meets Standards	Needs Improvement	Unsatisfactory	
Proactively in planning, developing and implementing plans. Demonstrates initiative and creativity in work activities.	Proactively in planning, developing and implementing plans. Demonstrates initiative and creativity in work activities.	Proactively in planning a goal example in supporting division/College department goals.	Proactively in planning a goal example in supporting division/College department goals.		
Works to resolve concerns with coworker					
MEETS STANDARDS: Manages concerns in a timely and helpful manner. Follows College or Department process. Communicates clearly in all interactions when the process is not met and steps that may be taken.					
Outstanding	Exceeds Standards	Meets Standards	Needs Improvement	Unsatisfactory	
Proactive in the resolution of resolving concerns and maintaining confidentiality regarding workplace issues.	Proactive in the resolution of resolving concerns and maintaining confidentiality regarding workplace issues.	In the resolution of resolving concerns and maintaining confidentiality. Does not communicate clearly to all stakeholders when the process is not met and steps that may be taken.	Proactive in the resolution of resolving concerns and maintaining confidentiality. Does not communicate clearly to all stakeholders.		
Interacts positively with co-workers					
MEETS STANDARDS: Interacts positively with co-workers. Provides helpful assistance and information to others in a prompt and courteous manner. Communicates in a helpful and informative manner. Respects the viewpoint of others, is not condescending and supports diverse viewpoints.					
Outstanding	Exceeds Standards	Meets Standards	Needs Improvement	Unsatisfactory	
Consistently goes beyond the requirements to ensure that co-workers needs are met, consistently anticipates needs of customers, consistently provides additional information or aid without request. Sets a higher standard for interacting with co-workers. Sets a higher standard of supporting diversity.	Frequently goes beyond the requirements to ensure that co-workers needs are met. Frequently anticipates needs of customers, consistently provides additional information or aid without request. Frequently goes beyond the normal standards of listening and demonstrating respect for the viewpoints of others.	Meets the requirements to ensure that co-workers needs are met. Frequently anticipates needs of customers, consistently provides additional information or aid without request. Frequently goes beyond the normal standards of listening and demonstrating respect for the viewpoints of others.	Meets the requirements to ensure that co-workers needs are met. Frequently anticipates needs of customers, consistently provides additional information or aid without request. Frequently goes beyond the normal standards of listening and demonstrating respect for the viewpoints of others.		
Communications					
Speaks effectively					
MEETS STANDARDS: Acts as an effective link with fellow employees. Communicates information.					
Outstanding	Exceeds Standards	Meets Standards	Needs Improvement	Unsatisfactory	
Proactive in a wide range of communication situations with all levels of the organization.	Proactive in a wide range of communication situations with all levels of the organization.	Proactive in a wide range of communication situations with all levels of the organization.	Proactive in a wide range of communication situations with all levels of the organization.		
Writes effectively (clear, organized, appropriate grammar, punctuation) Note: Do not use this element unless writing is a core requirement of the position.					
MEETS STANDARDS: Writes clearly and informatively in a concise and accurate manner using business English, spelling, punctuation, grammar. Uses writing style to meet needs.					
Outstanding	Exceeds Standards	Meets Standards	Needs Improvement	Unsatisfactory	
Proactive in clear and effective communication among involved parties. Accurately interprets and transmits information so as to improve communication.	Proactive in clear and effective communication among involved parties. Accurately interprets and transmits information so as to improve communication.	Proactive in clear and effective communication among involved parties. Accurately interprets and transmits information so as to improve communication.	Proactive in clear and effective communication among involved parties. Accurately interprets and transmits information so as to improve communication.		
Initiative					
Seeks opportunities for self-improvement					
MEETS STANDARDS: Proactive in seeking to enhance job performance or takes initiative to learn more complex processes, methods and pursue opportunities for advancement and career development. Actively seeks out job effectiveness training opportunities.					
Outstanding	Exceeds Standards	Meets Standards	Needs Improvement	Unsatisfactory	
Proactive in seeking to enhance job performance or takes initiative to learn more complex processes, methods and pursue opportunities for advancement and career development. Actively seeks out job effectiveness training opportunities.	Proactive in seeking to enhance job performance or takes initiative to learn more complex processes, methods and pursue opportunities for advancement and career development. Actively seeks out job effectiveness training opportunities.	Proactive in seeking to enhance job performance or takes initiative to learn more complex processes, methods and pursue opportunities for advancement and career development. Actively seeks out job effectiveness training opportunities.	Proactive in seeking to enhance job performance or takes initiative to learn more complex processes, methods and pursue opportunities for advancement and career development. Actively seeks out job effectiveness training opportunities.		
2. Generates ideas, options, and solutions for improvement					
MEETS STANDARDS: Consistently generates effective solutions in a timely, timely manner.					
Outstanding	Exceeds Standards	Meets Standards	Needs Improvement	Unsatisfactory	
Proactive in generating creative, innovative and effective solutions. Always handles unconventional and complex situations effectively.	Proactive in generating creative, innovative and effective solutions. Always handles unconventional and complex situations effectively.	Proactive in generating creative, innovative and effective solutions. Always handles unconventional and complex situations effectively.	Proactive in generating creative, innovative and effective solutions. Always handles unconventional and complex situations effectively.		
3. Uses creative approaches to improve processes, programs and services					
MEETS STANDARDS: Requires minimal oversight or supervision to maintain the expected level of service or output. Proactive and prepared for meetings and other scheduled events. Responds to routine requests, appropriately. Proactively generates ideas, information and resources.					
Outstanding	Exceeds Standards	Meets Standards	Needs Improvement	Unsatisfactory	
Proactive in generating creative, innovative and effective solutions. Always handles unconventional and complex situations effectively.	Proactive in generating creative, innovative and effective solutions. Always handles unconventional and complex situations effectively.	Proactive in generating creative, innovative and effective solutions. Always handles unconventional and complex situations effectively.	Proactive in generating creative, innovative and effective solutions. Always handles unconventional and complex situations effectively.		
Customer Service					
Provides information to staff and others in timely manner					
MEETS STANDARDS: Provides up or requests for information without being prompted. Answers phone and email promptly. Provides complete answers to requests for information.					
Outstanding	Exceeds Standards	Meets Standards	Needs Improvement	Unsatisfactory	
Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.		
Models the College's Chivalry Creed					
MEETS STANDARDS: Consistently acting in a courteous and polite manner to other people through behavior, attitude and words.					
Outstanding	Exceeds Standards	Meets Standards	Needs Improvement	Unsatisfactory	
Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.		
3. Strives to keep commitments and follow through on customer requests					
MEETS STANDARDS: Responds to requests in a timely manner. Provides requested assistance and information to others through consistent effort in responses to customer request.					
Outstanding	Exceeds Standards	Meets Standards	Needs Improvement	Unsatisfactory	
Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.		
Work Performance					
4. Maintains work space					
MEETS STANDARDS: Keeps effective use of available workspace and resources to accomplish goals.					
Outstanding	Exceeds Standards	Meets Standards	Needs Improvement	Unsatisfactory	
Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.		
5. Adheres to safety requirements					
MEETS STANDARDS: Usually follows safety rules, uses resources effectively. Follows established safety practices and correct unsafe work situations on the job.					
Outstanding	Exceeds Standards	Meets Standards	Needs Improvement	Unsatisfactory	
Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.		
6. Maintains good attendance (use of approved leaves)					
MEETS STANDARDS: Demonstrates reliable and predictable attendance and/or punctuality, as required for the position.					
Outstanding	Exceeds Standards	Meets Standards	Needs Improvement	Unsatisfactory	
Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.		
7. Follows policy and procedure work standards					
MEETS STANDARDS: Knows and conforms to relevant policies, procedures and work standards as required for the job.					
Outstanding	Exceeds Standards	Meets Standards	Needs Improvement	Unsatisfactory	
Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.		
8. Pays attention to detail					
MEETS STANDARDS: Independently completes assignments with routine supervision. Recognizes and analyzes routine problems and takes appropriate action. Work performed at an acceptable level of accuracy/ detail.					
Outstanding	Exceeds Standards	Meets Standards	Needs Improvement	Unsatisfactory	
Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.		
9. Maintains confidentiality					
MEETS STANDARDS: Maintains confidentiality, as required for the position. Follows appropriate guidelines on disclosure and keeps documents secure.					
Outstanding	Exceeds Standards	Meets Standards	Needs Improvement	Unsatisfactory	
Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.		
20. Appropriately prioritizes work to meet established objectives					
MEETS STANDARDS: Orders work in a meaningful manner. Performs pressing tasks first, and less pressing tasks next.					
Outstanding	Exceeds Standards	Meets Standards	Needs Improvement	Unsatisfactory	
Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.		
21. Properly utilizes technology as called for					
MEETS STANDARDS: Has been familiar with tools and technology. Has been able to use tools and technology in the completion of job tasks.					
Outstanding	Exceeds Standards	Meets Standards	Needs Improvement	Unsatisfactory	
Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.	Proactive in providing complete answers to requests for information.		

The Law Enforcement Officers Bill of Rights: Title 3 of the Public Safety Article of the Annotated Code of Maryland. Public Safety Article TITLE 3.

Subtitle 1. Law Enforcement Officers' Bill of Rights.

3-101. Definitions.

3-102. Effect of subtitle.

3-103. Rights of law enforcement officers generally.

3-104. Investigation or interrogation of law enforcement officer.

3-105. Application for show cause order.

3-106. Limitation on administrative charges.

3-107. Hearing by hearing board.

3-108. Disposition of administrative action.

3-109. Judicial review.

3-110. Expungement of record of formal complaint.

3-111. Summary punishment.

3-112. Emergency suspension.

3-113. False statement, report, or complaint.

§ 3-101. Definitions.

(a) In general.- In this subtitle the following words have the meanings indicated.

Revisor's Note.

This subsection formerly was Art. 27, § 727(a).

The only changes are in style.

(b) Chief.-

(1) "Chief" means the head of a law enforcement agency.

(2) "Chief" includes the officer designated by the head of a law enforcement agency.

Revisor's Note.

This subsection is new language derived without substantive change from former Art. 27, § 727(g).

Paragraph (1) of this subsection is revised for clarity to refer generally to the "head" of a law enforcement agency. Consequently, the former specific references to the "superintendent", "commissioner", "chief of police", and "sheriff" are deleted as included in the general reference to the "head" of a law enforcement agency.

In paragraph (2) of this subsection, the reference to the "head of a law enforcement agency" is substituted for the former reference to the "official" for clarity and consistency with terminology used in paragraph (1) of this subsection.

(c) Hearing.-

(1) "Hearing" means a proceeding during an investigation conducted by a hearing board to take testimony or receive other evidence.

(2) "Hearing" does not include an interrogation at which no testimony is taken under oath.

Revisor's Note.

This subsection is new language derived without substantive change from former Art. 27, § 727(e).

In paragraph (1) of this subsection, the reference to a "proceeding" is substituted for the former reference to a "meeting" for clarity. Correspondingly, the reference to an "investigation" is substituted for the former reference to an "investigatory proceeding" to avoid using the term "proceeding" twice.

Also in paragraph (1) of this subsection, the former reference to "adducing" testimony is deleted as included in the reference to "tak[ing]" testimony.

Defined Terms.

"Hearing board" § 3-101

(d) Hearing board.- "Hearing board" means a board that is authorized by the chief to hold a hearing on a complaint against a law enforcement officer.

Revisor's Note.

This subsection is new language derived without substantive change from the first clause of the first sentence of former Art. 27, § 727(d)(1).

Defined Terms.

"Chief" § 3-101

"Hearing" § 3-101

"Law enforcement officer" § 3-101

(e) Law enforcement officer.-

(1) "Law enforcement officer" means an individual who:

(i) in an official capacity is authorized by law to make arrests; and

(ii) is a member of one of the following law enforcement agencies:

1. the Department of State Police;
2. the Police Department of Baltimore City;
3. the Baltimore City School Police Force;

4. the Baltimore City Watershed Police Force;
5. the police department, bureau, or force of a county;
6. the police department, bureau, or force of a municipal corporation;
7. the office of the sheriff of a county;
8. the police department, bureau, or force of a bicounty agency;
9. the Maryland Transportation Authority Police;
10. the police forces of the Department of Transportation;
11. the police forces of the Department of Natural Resources;
12. the Field Enforcement Division of the Comptroller's Office;
13. the Housing Authority of Baltimore City Police Force;
14. the Crofton Police Department;
15. the police force of the Department of Health and Mental Hygiene;
16. the police force of the Department of General Services;
17. the police force of the Department of Labor, Licensing, and Regulation;
18. the police forces of the University System of Maryland;
19. the police force of Morgan State University; or
20. the office of State Fire Marshal.

(2) "Law enforcement officer" does not include:

- (i) an individual who serves at the pleasure of the Police Commissioner of Baltimore City;
- (ii) an individual who serves at the pleasure of the appointing authority of a charter county;
- (iii) the police chief of a municipal corporation; or
- (iv) an officer who is in probationary status on initial entry into the law enforcement agency except if an allegation of brutality in the execution of the officer's duties is made.

Revisor's Note.

This subsection is new language derived without substantive change from former Art. 27, § 727(b) and (c).

In the introductory language of paragraph (1) and in paragraph (2)(i) and (ii) of this subsection, the reference to an "individual" is substituted for the former reference to a "person" because only an individual, and not the other entities included in the defined term "person", can be a law enforcement officer. See § 1-101 of this article for the definition of "person".

In paragraphs (1)(ii)6 and (2)(iii) of this subsection, the reference to a "municipal corporation" is substituted for the former reference to an "incorporated city or town" for consistency with Md. Constitution, Art. XI-E.

In paragraph (1)(ii)7 of this subsection, the former reference to "Baltimore City" is deleted as unnecessary in light of the defined term "county" in § 1-101 of this article.

In paragraph (1)(ii)11, 15, 16, 17, and 19 of this subsection, the reference to the police "force[s]" is substituted for the former reference to police "officers" for internal consistency in this paragraph in referring to law enforcement agencies.

In paragraph (1)(ii)18 of this subsection, the reference to the police "forces" of the University System of Maryland is substituted for the former reference to police "officers" to indicate that each college/university in the University System of Maryland has a

separate police force.

In paragraph (1)(ii)20 of this subsection, the former reference to a "full-time investigative and inspection assistant" is deleted for accuracy. These individuals do not have arrest powers.

In paragraph (2)(iv) of this subsection, the reference to initial entry into the "law enforcement agency" is substituted for the former reference to initial entry into the "Department" because this provision is not limited to officers who are entering a particular police department, but covers officers entering any law enforcement agency listed in paragraph (1)(ii) of this subsection.

Defined Terms.

"County" § 1-101

[An. Code 1957, art. 27, § 727(a)-(c), (d)(1), (e), (g); 2003, ch. 5, § 2.]

§ 3-102. Effect of subtitle.

(a) Conflicting law superseded.- Except for the administrative hearing process under Title 3, Subtitle 2 of this article that relates to the certification enforcement power of the Police Training Commission, this subtitle supersedes any other law of the State, a county, or a municipal corporation that conflicts with this subtitle.

(b) Preemption of local law.- Any local law is preempted by the subject and material of this subtitle.

(c) Authority of chief not limited.- This subtitle does not limit the authority of the chief to regulate the competent and efficient operation and management of a law enforcement agency by any reasonable means including transfer and reassignment if:

(1) that action is not punitive in nature; and

(2) the chief determines that action to be in the best interests of the internal management of the law enforcement agency.

[An. Code 1957, art. 27, §§ 728(c), 734B; 2003, ch. 5, § 2.]

§ 3-103. Rights of law enforcement officers generally.

(a) Right to engage in political activity.-

(1) Subject to paragraph (2) of this subsection, a law enforcement officer has the same rights to engage in political activity as a State employee.

(2) This right to engage in political activity does not apply when the law enforcement officer is on duty or acting in an official capacity.

(b) Regulation of secondary employment.- A law enforcement agency:

(1) may not prohibit secondary employment by law enforcement officers; but

(2) may adopt reasonable regulations that relate to secondary employment by law enforcement officers.

(c) Disclosure of property, income, and other information.- A law enforcement officer may not be required or requested to disclose an item of the law enforcement officer's property, income, assets, source of income, debts, or personal or domestic expenditures, including those of a member of the law enforcement officer's family or household, unless:

(1) the information is necessary to investigate a possible conflict of interest with respect to the performance of the law enforcement officer's official duties; or

(2) the disclosure is required by federal or State law.

(d) Retaliation.- A law enforcement officer may not be discharged, disciplined, demoted, or denied promotion, transfer, or reassignment, or otherwise discriminated against in regard to the law enforcement officer's employment or be threatened with that treatment because the law enforcement officer:

(1) has exercised or demanded the rights granted by this subtitle; or

(2) has lawfully exercised constitutional rights.

(e) Right to sue.- A statute may not abridge and a law enforcement agency may not adopt a regulation that prohibits the right of a law enforcement officer to bring suit that arises out of the law enforcement officer's duties as a law enforcement officer.

(f) Waiver of rights.- A law enforcement officer may waive in writing any or all rights granted by this subtitle.

[An. Code 1957, art. 27, §§ 728(a), (b)(11), 729, 729A, 733, 734D; 2003, ch. 5, § 2.]

§ 3-104. Investigation or interrogation of law enforcement officer.

(a) In general.- The investigation or interrogation by a law enforcement agency of a law enforcement officer for a reason that may lead to disciplinary action, demotion, or dismissal shall be conducted in accordance with this section.

(b) Interrogating or investigating officer.- For purposes of this section, the investigating officer or interrogating officer shall be:

(1) a sworn law enforcement officer; or

(2) if requested by the Governor, the Attorney General or Attorney General's designee.

(c) Complaint that alleges brutality.-

(1) A complaint against a law enforcement officer that alleges brutality in the execution of the law enforcement officer's duties may not be investigated unless the complaint is sworn to, before an official authorized to administer oaths, by:

(i) the aggrieved individual;

(ii) a member of the aggrieved individual's immediate family;

(iii) an individual with firsthand knowledge obtained because the individual was present at and observed the alleged incident; or

(iv) the parent or guardian of the minor child, if the alleged incident involves a minor child.

(2) Unless a complaint is filed within 90 days after the alleged brutality, an investigation that may lead to disciplinary action under this subtitle for brutality may not be initiated and an action may not be taken.

(d) Disclosures to law enforcement officer under investigation.-

(1) The law enforcement officer under investigation shall be informed of the name, rank, and command of:

(i) the law enforcement officer in charge of the investigation;

(ii) the interrogating officer; and

(iii) each individual present during an interrogation.

(2) Before an interrogation, the law enforcement officer under investigation shall be informed in writing of the nature of the investigation.

(e) Disclosures to law enforcement officer under arrest.- If the law enforcement officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, the law enforcement officer shall be informed completely of all of the law enforcement officer's rights before the interrogation begins.

(f) Time of interrogation.- Unless the seriousness of the investigation is of a degree that an immediate interrogation is required, the interrogation shall be conducted at a reasonable hour, preferably when the law enforcement officer is on duty.

(g) Place of interrogation.-

(1) The interrogation shall take place:

i) at the office of the command of the investigating officer or at the office of the local precinct or police unit in which the incident allegedly occurred, as designated by the investigating officer; or

(ii) at another reasonable and appropriate place.

(2) The law enforcement officer under investigation may waive the right described in paragraph (1)(i) of this subsection.

(h) Conduct of interrogation.-

(1) All questions directed to the law enforcement officer under interrogation shall be asked by and through one interrogating officer during any one session of interrogation consistent with paragraph (2) of this subsection.

(2) Each session of interrogation shall:

(i) be for a reasonable period; and

(ii) allow for personal necessities and rest periods as reasonably necessary.

(i) Threat of transfer, dismissal, or disciplinary action prohibited.- The law enforcement officer under interrogation may not be threatened with transfer, dismissal, or disciplinary action.

(j) Right to counsel.-

(1)

(i) On request, the law enforcement officer under interrogation has the right to be represented by counsel or another responsible representative of the law enforcement officer's choice who shall be present and available for consultation at all times during the interrogation.

(ii) The law enforcement officer may waive the right described in subparagraph (i) of this paragraph.

(2)

(i) The interrogation shall be suspended for a period not exceeding 10 days until representation is obtained.

(ii) Within that 10-day period, the chief for good cause shown may extend the period for obtaining representation.

(3) During the interrogation, the law enforcement officer's counsel or representative may:

(i) request a recess at any time to consult with the law enforcement officer;

(ii) object to any question posed; and

(iii) state on the record outside the presence of the law enforcement officer the reason for the objection.

(k) Record of interrogation.-

(1) A complete record shall be kept of the entire interrogation, including all recess periods, of the law enforcement officer.

(2) The record may be written, taped, or transcribed.

(3) On completion of the investigation, and on request of the law enforcement officer under investigation or the law enforcement

officer's counsel or representative, a copy of the record of the interrogation shall be made available at least 10 days before a hearing.

(l) Tests and examinations - In general.-

(1) The law enforcement agency may order the law enforcement officer under investigation to submit to blood alcohol tests, blood, breath, or urine tests for controlled dangerous substances, polygraph examinations, or interrogations that specifically relate to the subject matter of the investigation.

(2) If the law enforcement agency orders the law enforcement officer to submit to a test, examination, or interrogation described in paragraph (1) of this subsection and the law enforcement officer refuses to do so, the law enforcement agency may commence an action that may lead to a punitive measure as a result of the refusal.

(3) If the law enforcement agency orders the law enforcement officer to submit to a test, examination, or interrogation described in paragraph (1) of this subsection, the results of the test, examination, or interrogation are not admissible or discoverable in a criminal proceeding against the law enforcement officer.

(m) Same - Polygraph examinations.-

(1) If the law enforcement agency orders the law enforcement officer to submit to a polygraph examination, the results of the polygraph examination may not be used as evidence in an administrative hearing unless the law enforcement agency and the law enforcement officer agree to the admission of the results.

(2) The law enforcement officer's counsel or representative need not be present during the actual administration of a polygraph examination by a certified polygraph examiner if:

(i) the questions to be asked are reviewed with the law enforcement officer or the counsel or representative before the administration of the examination;

(ii) the counsel or representative is allowed to observe the administration of the examination; and

(iii) a copy of the final report of the examination by the certified polygraph examiner is made available to the law enforcement officer or the counsel or representative within a reasonable time, not exceeding 10 days, after completion of the examination.

(n) Information provided on completion of investigation.-

(1) On completion of an investigation and at least 10 days before a hearing, the law enforcement officer under investigation shall be:

(i) notified of the name of each witness and of each charge and specification against the law enforcement officer; and

(ii) provided with a copy of the investigatory file and any exculpatory information, if the law enforcement officer and the law enforcement officer's representative agree to:

1. execute a confidentiality agreement with the law enforcement agency not to disclose any material contained in the investigatory file and exculpatory information for any purpose other than to defend the law enforcement officer; and

2. pay a reasonable charge for the cost of reproducing the material.

(2) The law enforcement agency may exclude from the exculpatory information provided to a law enforcement officer under this subsection:

(i) the identity of confidential sources;

(ii) nonexculpatory information; and

(iii) recommendations as to charges, disposition, or punishment.

(o) Adverse material.-

(1) The law enforcement agency may not insert adverse material into a file of the law enforcement officer, except the file of the internal investigation or the intelligence division, unless the law enforcement officer has an opportunity to review, sign, receive a copy of, and comment in writing on the adverse material.

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(2) The law enforcement officer may waive the right described in paragraph (1) of this subsection.

[An. Code 1957, art. 27, §§ 727(h), 728(b)(1)-(10), (12)(i), (14); 2003, ch. 5, § 2.]

§ 3-105. Application for show cause order.

(a) In general.- A law enforcement officer who is denied a right granted by this subtitle may apply to the circuit court of the county where the law enforcement officer is regularly employed for an order that directs the law enforcement agency to show cause why the right should not be granted.

(b) Conditions.- The law enforcement officer may apply for the show cause order:

1) either individually or through the law enforcement officer's certified or recognized employee organization; and

(2) at any time prior to the beginning of a hearing by the hearing board.

[An. Code 1957, art. 27, § 734; 2003, ch. 5, § 2.]

§ 3-106. Limitation on administrative charges.

(a) In general.- Subject to subsection (b) of this section, a law enforcement agency may not bring administrative charges against a law enforcement officer unless the agency files the charges within 1 year after the act that gives rise to the charges comes to the attention of the appropriate law enforcement agency official.

(b) Exception.- The 1-year limitation of subsection (a) of this section does not apply to charges that relate to criminal activity or excessive force.

[An. Code 1957, art. 27, § 730(b); 2003, ch. 5, § 2.]

§ 3-107. Hearing by hearing board.

(a) Right to hearing.-

(1) Except as provided in paragraph (2) of this subsection and § 3-111 of this subtitle, if the investigation or interrogation of a law enforcement officer results in a recommendation of demotion, dismissal, transfer, loss of pay, reassignment, or similar action that is considered punitive, the law enforcement officer is entitled to a hearing on the issues by a hearing board before the law enforcement agency takes that action.

(2) A law enforcement officer who has been convicted of a felony is not entitled to a hearing under this section.

(b) Notice of hearing.-

(1) The law enforcement agency shall give notice to the law enforcement officer of the right to a hearing by a hearing board under this section.

(2) The notice required under this subsection shall state the time and place of the hearing and the issues involved.

(c) Membership of hearing board.-

(1) Except as provided in paragraph (4) of this subsection and in § 3-111 of this subtitle, the hearing board authorized under this section shall consist of at least three members who:

(i) are appointed by the chief and chosen from law enforcement officers within that law enforcement agency, or from law enforcement officers of another law enforcement agency with the approval of the chief of the other agency; and

(ii) have had no part in the investigation or interrogation of the law enforcement officer.

(2) At least one member of the hearing board shall be of the same rank as the law enforcement officer against whom the complaint is filed.

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(3) (i) If the chief is the law enforcement officer under investigation, the chief of another law enforcement agency in the State shall function as the law enforcement officer of the same rank on the hearing board.

(ii) If the chief of a State law enforcement agency is under investigation, the Governor shall appoint the chief of another law enforcement agency to function as the law enforcement officer of the same rank on the hearing board.

(iii) If the chief of a law enforcement agency of a county or municipal corporation is under investigation, the official authorized to appoint the chief's successor shall appoint the chief of another law enforcement agency to function as the law enforcement officer of the same rank on the hearing board.

(iv) If the chief of a State law enforcement agency or the chief of a law enforcement agency of a county or municipal corporation is under investigation, the official authorized to appoint the chief's successor, or that official's designee, shall function as the chief for purposes of this subtitle.

(4)(4)

(i) A law enforcement agency or the agency's superior governmental authority that has recognized and certified an exclusive collective bargaining representative may negotiate with the representative an alternative method of forming a hearing board.

(ii) A law enforcement officer may elect the alternative method of forming a hearing board if:

1. the law enforcement officer works in a law enforcement agency described in subparagraph (i) of this paragraph; and

2. the law enforcement officer is included in the collective bargaining unit.

(iii) The law enforcement agency shall notify the law enforcement officer in writing before a hearing board is formed that the law enforcement officer may elect an alternative method of forming a hearing board if one has been negotiated under this paragraph.

(iv) If the law enforcement officer elects the alternative method, that method shall be used to form the hearing board.

(v) An agency or exclusive collective bargaining representative may not require a law enforcement officer to elect an alternative method of forming a hearing board.

(vi) If the law enforcement officer has been offered summary punishment, an alternative method of forming a hearing board may not be used.

(vii) This paragraph is not subject to binding arbitration.

(d) Subpoenas.-

(1) In connection with a disciplinary hearing, the chief or hearing board may issue subpoenas to compel the attendance and testimony of witnesses and the production of books, papers, records, and documents as relevant or necessary.

(2) The subpoenas may be served without cost in accordance with the Maryland Rules that relate to service of process issued by a court.

(3) Each party may request the chief or hearing board to issue a subpoena or order under this subtitle.

(4) In case of disobedience or refusal to obey a subpoena served under this subsection, the chief or hearing board may apply without cost to the circuit court of a county where the subpoenaed party resides or conducts business, for an order to compel the attendance and testimony of the witness or the production of the books, papers, records, and documents.

(5) On a finding that the attendance and testimony of the witness or the production of the books, papers, records, and documents is relevant or necessary:

(i) the court may issue without cost an order that requires the attendance and testimony of witnesses or the production of books, papers, records, and documents; and

(ii) failure to obey the order may be punished by the court as contempt.

(e) Conduct of hearing.-

(1) The hearing shall be conducted by a hearing board.

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(2) The hearing board shall give the law enforcement agency and law enforcement officer ample opportunity to present evidence and argument about the issues involved.

(3) The law enforcement agency and law enforcement officer may be represented by counsel.

(4) Each party has the right to cross-examine witnesses who testify and each party may submit rebuttal evidence.

(f) Evidence.-

(1) Evidence with probative value that is commonly accepted by reasonable and prudent individuals in the conduct of their affairs is admissible and shall be given probative effect.

(2) The hearing board shall give effect to the rules of privilege recognized by law and shall exclude incompetent, irrelevant, immaterial, and unduly repetitious evidence.

(3) Each record or document that a party desires to use shall be offered and made a part of the record.

(4) Documentary evidence may be received in the form of copies or excerpts, or by incorporation by reference.

(g) Judicial notice.-

(1) The hearing board may take notice of:

(i) judicially cognizable facts; and

(ii) general, technical, or scientific facts within its specialized knowledge.

(2) The hearing board shall:

(i) notify each party of the facts so noticed either before or during the hearing, or by reference in preliminary reports or otherwise; and

(ii) give each party an opportunity and reasonable time to contest the facts so noticed.

(3) The hearing board may utilize its experience, technical competence, and specialized knowledge in the evaluation of the evidence presented.

(h) Oaths.-

(1) With respect to the subject of a hearing conducted under this subtitle, the chief shall administer oaths or affirmations and examine individuals under oath.

(2) In connection with a disciplinary hearing, the chief or a hearing board may administer oaths.

(i) Witness fees and expenses.-

(1) Witness fees and mileage, if claimed, shall be allowed the same as for testimony in a circuit court.

(2) Witness fees, mileage, and the actual expenses necessarily incurred in securing the attendance of witnesses and their testimony shall be itemized and paid by the law enforcement agency.

(j) Official record.- An official record, including testimony and exhibits, shall be kept of the hearing.

[An. Code 1957, art. 27, §§ 727(d)(1), (2), 728(b)(13), 730(a), (c)-(j); 2003, ch. 5, § 2.]

§ 3-108. Disposition of administrative action.

(a) In general.-

1) A decision, order, or action taken as a result of a hearing under § 3-107 of this subtitle shall be in writing and accompanied by findings of fact.

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(2) The findings of fact shall consist of a concise statement on each issue in the case.

(3) A finding of not guilty terminates the action.

(4) If the hearing board makes a finding of guilt, the hearing board shall:

(i) reconvene the hearing;

(ii) receive evidence; and

(iii) consider the law enforcement officer's past job performance and other relevant information as factors before making recommendations to the chief.

(5) A copy of the decision or order, findings of fact, conclusions, and written recommendations for action shall be delivered or mailed promptly to:

(i) the law enforcement officer or the law enforcement officer's counsel or representative of record; and

(ii) the chief.

(b) Recommendation of penalty.-

(1) After a disciplinary hearing and a finding of guilt, the hearing board may recommend the penalty it considers appropriate under the circumstances, including demotion, dismissal, transfer, loss of pay, reassignment, or other similar action that is considered punitive.

(2) The recommendation of a penalty shall be in writing.

(c) Final decision of hearing board.-

(1) Notwithstanding any other provision of this subtitle, the decision of the hearing board as to findings of fact and any penalty is final if:

(i) a chief is an eyewitness to the incident under investigation; or

(ii) a law enforcement agency or the agency's superior governmental authority has agreed with an exclusive collective bargaining representative recognized or certified under applicable law that the decision is final.

(2) The decision of the hearing board then may be appealed in accordance with § 3-109 of this subtitle.

(3) Paragraph (1) (ii) of this subsection is not subject to binding arbitration.

(d) Review by chief and final order.-

(1) Within 30 days after receipt of the recommendations of the hearing board, the chief shall:

(i) review the findings, conclusions, and recommendations of the hearing board; and

(ii) issue a final order.

(2) The final order and decision of the chief is binding and then may be appealed in accordance with § 3-109 of this subtitle.

(3) The recommendation of a penalty by the hearing board is not binding on the chief.

(4) The chief shall consider the law enforcement officer's past job performance as a factor before imposing a penalty.

(5) The chief may increase the recommended penalty of the hearing board only if the chief personally:

(i) reviews the entire record of the proceedings of the hearing board;

(ii) meets with the law enforcement officer and allows the law enforcement officer to be heard on the record;

(iii) discloses and provides in writing to the law enforcement officer, at least 10 days before the meeting, any oral or written communication not included in the record of the hearing board on which the decision to consider increasing the penalty is wholly or partly based; and

(iv) states on the record the substantial evidence relied on to support the increase of the recommended penalty.

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[An. Code 1957, art. 27, § 731; 2003, ch. 5, § 2.]

§ 3-109. Judicial review.

(a) By circuit court.- An appeal from a decision made under § 3-108 of this subtitle shall be taken to the circuit court for the county in accordance with Maryland Rule 7-202.

(b) By Court of Special Appeals.- A party aggrieved by a decision of a court under this subtitle may appeal to the Court of Special Appeals.

[An. Code 1957, art. 27, § 732; 2003, ch. 5, § 2.]

§ 3-110. Expungement of record of formal complaint.

On written request, a law enforcement officer may have expunged from any file the record of a formal complaint made against the law enforcement officer if:

- (1)
- (i) the law enforcement agency that investigated the complaint:
1. exonerated the law enforcement officer of all charges in the complaint; or
 2. determined that the charges were unsustainable or unfounded; or
- (ii) a hearing board acquitted the law enforcement officer, dismissed the action, or made a finding of not guilty; and
- (2) at least 3 years have passed since the final disposition by the law enforcement agency or hearing board.

[An. Code 1957, art. 27, § 728(b)(12)(ii); 2003, ch. 5, § 2]

§ 3-111. Summary punishment.

(a) Authorized.- This subtitle does not prohibit summary punishment by higher ranking law enforcement officers as designated by the chief.

(b) Imposition.-

- (1) Summary punishment may be imposed for minor violations of law enforcement agency rules and regulations if:
- (i) the facts that constitute the minor violation are not in dispute;
 - (ii) the law enforcement officer waives the hearing provided under this subtitle; and
 - (iii) the law enforcement officer accepts the punishment imposed by the highest ranking law enforcement officer, or individual acting in that capacity, of the unit to which the law enforcement officer is attached.

(2) Summary punishment imposed under this subsection may not exceed suspension of 3 days without pay or a fine of \$150.

(c) Refusal.-

- (1) If a law enforcement officer is offered summary punishment in accordance with subsection (b) of this section and refuses:
- (i) the chief may convene a hearing board of one or more members; and
 - (ii) the hearing board has only the authority to recommend the sanctions provided in this section for summary punishment.
- (2) If a single member hearing board is convened:
- (i) the member need not be of the same rank as the law enforcement officer; but
 - (ii) all other provisions of this subtitle apply.

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[An. Code 1957, art. 27, §§ 727(d)(3), (f), 734A (intro. lang.), (1); 2003, ch. 5, § 2.]

§ 3-112. Emergency suspension.

(a) Authorized.- This subtitle does not prohibit emergency suspension by higher ranking law enforcement officers as designated by the chief.

(b) Imposition - With pay.-

(1) The chief may impose emergency suspension with pay if it appears that the action is in the best interest of the public and the law enforcement agency.

(2) If the law enforcement officer is suspended with pay, the chief may suspend the police powers of the law enforcement officer and reassign the law enforcement officer to restricted duties pending:

(i) a determination by a court with respect to a criminal violation; or

(ii) a final determination by a hearing board with respect to a law enforcement agency violation.

(3) A law enforcement officer who is suspended under this subsection is entitled to a prompt hearing.

(c) Same - Without pay.-

(1) If a law enforcement officer is charged with a felony, the chief may impose an emergency suspension of police powers without pay.

(2) A law enforcement officer who is suspended under paragraph (1) of this subsection is entitled to a prompt hearing.

[An. Code 1957, art. 27, § 734A (intro. lang.), (2), (3); 2003, ch. 5, § 2.]

§ 3-113. False statement, report, or complaint.

(a) Prohibited.- A person may not knowingly make a false statement, report, or complaint during an investigation or proceeding conducted under this subtitle.

(b) Penalty.- A person who violates this section is subject to the penalties of § 9-501 of the Criminal Law Article.

[An. Code 1957, art. 27, § 734C; 2003, ch. 5, § 2.]

SIDE LETTER 1

BCCC and AFSCME (the parties) mutually agree on the need to allow employees to access the Office of Administrative Hearings (OAH or the Office) when appealing a decision by the President in a grievance. This side letter becomes effective in the event that the Office has no jurisdiction, or otherwise concludes that a grievance appeal to OAH is not legally permitted. In that case, BCCC and AFSCME agree to work together to make statutory changes in the Maryland General Assembly stating at the beginning of the legislative session immediately following the rejection of a grievance appeal by OAH. In the interim period following a rejection of a grievance appeal by OAH, the parties will continue to use non-binding arbitration as a form of relief as outlined in the 2016-2019 MOU between the parties. Once BCCC and AFSCME achieve any necessary statutory changes to access OAH for relief in grievance appeals, this side letter shall be retired.

SIDE LETTER 2

The College and AFSCME will mutually agree to an editor to clean up the three MOUs for spelling and grammatical corrections. The selection of the editor must be made in accordance with the State of Maryland Procurement guidelines. The costs for the editor will be paid for by the College. Corrections will be first made with strike through for deletions and bold and underlines for new additions. After a review of a first draft a copy will be available via the track change format. Either party has the option to veto any change made by the editor so that it is not included in the final MOUs.

SIDE LETTER 3

Bargaining unit employees at the Harbor Campus shall pay \$350 per year to park.

Sworn Police Officers

SIGNATURE PAGE

**BALITMORE CITY COMMUNITY
COMMUNITY COLLEGE**

**AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES**



Debra L. McCurdy, PhD

Date

Dec 16, 2021

Date



Stuart Katzenberg, Chief Negotiator
AFSCME
AFSCME Council 3/LOCAL 1870

11/12/21

Date



Channa Williams (Dec 13, 2021 16:19 EST)

Channa Williams, MBA
Interim Vice President
Administration & Finance


Dec 13, 2021

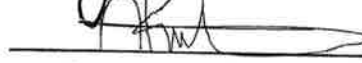
Date

Approved for form and legal sufficiency

Date

Acknowledged By:
AFSCME Bargaining Team





James Wright

James Reed

