

NEGOTIATED SIDE LETTER

Assistant Superintendent Bus Transportation (Bus Transportation Only - Excludes Bus Maintenance Transportation) Division and Schedule Selection

Between the State of Maryland, Maryland Department of Transportation,
Maryland Transit Administration ("MDOT MTA" or "MTA")
and

AFSCME Maryland Council 3, through Local 6368 ("AFSCME" or "Union")

TENTATIVE AGREEMENT - NOT EFFECTIVE UNTIL FULLY EXECUTED AND APPROVED

RECITALS

WHEREAS, The parties are subject to the Memorandum of Understanding between the State of Maryland and AFSCME Maryland for Bargaining Unit S, executed November 18, 2025, as amended, extended, or succeeded (the "Unit S MOU").

WHEREAS, The parties desire to establish a clear, uniform, seniority-based process for selecting divisions and regular schedules for bargaining-unit Assistant Superintendents assigned to MTA Bus Transportation (Bus Transportation only; excluding Bus Maintenance Transportation).

NOW, THEREFORE, The parties intend this written Agreement **in the form of this Side Letter** to clarify terms and conditions of employment, administered and enforced as part of that MOU, subject to applicable Maryland law and all required approvals.

The parties agree as follows:

1. Purpose, Status, and Incorporation

- 1.1 This Agreement is a negotiated side letter concerning hours, schedules, assignments, seniority, and other terms and conditions of employment for the covered employees (Bus Transportation Assistant Superintendents only; excluding all Bus Maintenance Transportation employees, positions, assignments, divisions, shifts, and schedules).
- 1.2 Upon full execution by all required signatories and completion of all required approval shall then have the same force and effect as an express term of the Unit S MOU.
- 1.3 Except as expressly modified by this Agreement, all provisions of the Unit S MOU remain unchanged and in full force and effect. If a direct conflict exists, this Agreement controls only as to the subject matter addressed here.

2. Covered Employees and Definitions

- 2.1 "Covered Employee" means an employee in Bargaining Unit S who serves as an Assistant Superintendent in MTA Bus Transportation (Bus Transportation only; excluding Bus Maintenance Transportation) and is assigned to Bush, Eastern, Kirk, or Northwest Division. No employee, position, assignment, division, shift, or schedule within Bus Maintenance Transportation is covered by this Agreement.
- 2.2 "Biennial Pick" means the division-and-schedule selection conducted once every two years under this Agreement.
- 2.3 "Available Assignment" means one authorized and posted combination of a Bus Transportation division, shift, and regular-day-off schedule (excluding Bus Maintenance Transportation) that MTA intends to staff for the upcoming two-year cycle.
- 2.4 "Position Seniority" means continuous service as an Assistant Superintendent in MTA Bus Transportation (excluding Bus Maintenance Transportation), measured from the employee's earliest effective position hire date in that classification. Approved leave does not break continuous service.

3. Biennial Division and Schedule Pick

- 3.1 Every two years, all Covered Employees (Bus Transportation only; excluding Bus Maintenance Transportation) shall participate in one agencywide Biennial Pick covering all Available Assignments at Bush, Eastern, Kirk, and Northwest Divisions.

- 3.2** In descending Position Seniority order, each Covered Employee shall select one Available Assignment. The employee's selection includes both the division and the regular schedule. Once selected, that assignment is removed from the list of available choices.
- 3.3** The first Biennial Pick under this Agreement shall occur on a mutually agreed date no later than seven (7) calendar days after the Effective Date. Each later Biennial Pick shall occur every two years on a schedule jointly established by the parties.
- 3.4** The results of the Biennial Pick shall remain the employee's regular assignment for the two-year cycle, except as expressly provided in this Agreement, voluntarily agreed in writing, or otherwise required by applicable law.

4. Notice, Seniority Roster, and Pick Administration

- 4.1** At least fourteen (14) calendar days before the Biennial Pick, MTA shall provide AFSCME and all Covered Employees (Bus Transportation only; excluding Bus Maintenance Transportation) with: (a) the proposed Position Seniority roster; (b) all Available Assignments by division, shift, and regular days off; (c) the number of positions assigned to each schedule; and (d) the proposed pick date and implementation date.
- 4.2** AFSCME may submit a written seniority challenge within ten (10) business days after receiving the roster. The parties shall make a good-faith effort to resolve challenges before the pick. An unresolved challenge shall not waive the employee's right to use the Unit S MOU dispute-resolution procedure.
- 4.3** An employee who cannot attend may designate an authorized proxy in writing. If an employee neither attends nor designates a proxy, the employee shall be assigned the remaining Available Assignment that management determines best meets operational needs; that assignment shall not displace a selection already made by a more senior employee.
- 4.4** MTA Bus Transportation management (excluding Bus Maintenance Transportation) and AFSCME Local 6368 shall jointly observe and document the pick. A final selection roster shall be signed or initialed by the parties and distributed to the Covered Employees.
- 4.5** Selected assignments shall begin at the start of a pay period no later than fourteen (14) calendar days after the pick unless the parties mutually agree in writing to another implementation date.

5. Seniority Ties

- 5.1** If two or more employees have the same Position Seniority date, the tie shall be resolved first by the earliest continuous State service date.

6. Probationary Assistant Superintendents (Bus Transportation Only)

- 6.1** Management may place a probationary Assistant Superintendent (Bus Transportation only; excluding Bus Maintenance Transportation) in an assignment consistent with Article 3 of the Unit S MOU and legitimate training and operational needs.
- 6.2** A probationary employee who completes probation before the seniority-roster cutoff date shall be included in the Biennial Pick according to Position Seniority.
- 6.3** An employee who completes probation after the cutoff date shall remain in the assigned position until the next Biennial Pick, but shall be eligible to exercise Position Seniority for vacancies under Section 8.

7. Temporary Ninety-Day Training Rotation

- 7.1** During each two-year cycle, MTA may temporarily rotate a Covered Employee to an alternate Bus Transportation shift or division (excluding Bus Maintenance Transportation) for up to ninety (90) calendar days solely for documented training, cross-training, or operational familiarization.
- 7.2** A temporary rotation shall not permanently change the employee's selected assignment, reduce the employee's seniority, or be used to avoid, defeat, or repeatedly circumvent the Biennial Pick.
- 7.3** MTA shall provide the affected employee and AFSCME with reasonable advance written notice identifying the training purpose, location, schedule, start date, and expected end date. At the conclusion of the rotation, the employee shall return to the selected assignment unless the parties and employee agree otherwise in writing.

8. Vacancies During a Two-Year Cycle

- 8.1** When an Available Assignment within Bus Transportation (excluding Bus Maintenance Transportation) becomes permanently vacant after the Biennial Pick, MTA shall first offer the vacancy, in Position Seniority order, to qualified Covered Employees assigned to that division.
- 8.2** If the vacancy remains unfilled, MTA shall offer it to all other qualified Covered Employees (Bus Transportation only; excluding Bus Maintenance Transportation) in overall Position Seniority order. A resulting vacancy shall be processed in the same manner until filled.
- 8.3** A vacancy process under this section does not reopen the entire Biennial Pick. MTA may make a temporary assignment while the vacancy process is completed, but the temporary assignment shall not create a permanent preference or defeat seniority.

9. Operational Need and Seniority Protection

- 9.1** Operational need shall not be applied arbitrarily, inconsistently, discriminatorily, retaliatorily, or as a blanket basis to defeat Position Seniority or the results of the Biennial Pick.
- 9.2** When MTA determines that a temporary deviation within Bus Transportation (excluding Bus Maintenance Transportation) is required by a specific operational, safety, or emergency need, MTA shall give the affected employee and AFSCME written notice stating the specific reason, the assignment affected, the expected duration, and the anticipated return to the selected assignment. When advance notice is not practicable because of an emergency, notice shall be provided as soon as practicable.
- 9.3** Any deviation shall be limited to the minimum period reasonably necessary and shall not permanently alter the employee's selected assignment. Upon AFSCME's request, the parties shall meet promptly to review the stated need and reasonable alternatives.
- 9.4** A temporary deviation, whether challenged or unchallenged, does not waive the Union's rights, modify this Agreement, or establish a binding past practice.

10. Regular Eight-Hour Schedule Framework

- 10.1** The following are the regular eight-hour schedule options for MTA Bus Transportation only (excluding Bus Maintenance Transportation). The actual number of Available Assignments on each schedule shall be posted before the Biennial Pick under Section 4:

Regular Shift	Regular Days Off
8:00 a.m. - 4:00 p.m.	Saturday-Sunday
3:00 a.m. - 11:00 a.m.	Friday-Saturday
3:00 a.m. - 11:00 a.m.	Sunday-Monday
11:00 a.m. - 7:00 p.m.	Friday-Saturday
11:00 a.m. - 7:00 p.m.	Sunday-Monday
7:00 p.m. - 3:00 a.m.	Saturday-Sunday

- 10.2** Each listed schedule consists of eight consecutive scheduled hours. Meal and rest periods shall be administered consistently with the Unit S MOU, applicable policy, and law.

- 10.3** A material change to the schedule framework, regular days off, or the Biennial Pick process is subject to notice and bargaining to the extent required by the Unit S MOU and applicable law. Any mutually agreed change shall be in a signed writing.

11. Joint Review, Records, and Administration

- 11.1** MTA Bus Transportation management (excluding Bus Maintenance Transportation) and AFSCME shall conduct a joint review of assignments, schedules, training rotations, vacancies, and operational effectiveness approximately six (6) months after each Biennial Pick and at other mutually agreed times.
- 11.2** MTA Bus Transportation (excluding Bus Maintenance Transportation) shall maintain the seniority roster, posted assignments, final pick results, written proxies, vacancy offers, and notices issued under this Agreement for the applicable two-year cycle and shall provide copies to AFSCME upon reasonable request.

11.3 The parties shall administer this Agreement in good faith and shall not interfere with, restrain, discriminate against, or retaliate against an employee for exercising rights under this Agreement or the Unit S MOU.

12. Enforcement and Remedies

12.1 A dispute concerning the interpretation, application, violation, or enforcement of this Agreement as it applies to Bus Transportation covered employees and assignments (excluding Bus Maintenance Transportation) is a dispute concerning a term or condition of the Unit S MOU and may be processed under the applicable grievance or dispute-resolution procedure in the Unit S MOU and applicable Maryland law.

12.2 The parties retain all rights and remedies available under the Unit S MOU and applicable law. Nothing in this Agreement limits the authority of an arbitrator, administrative body, or court to grant a remedy within its jurisdiction.

12.3 Failure to enforce a provision on one occasion does not waive the right to enforce that provision on another occasion. A waiver is effective only if stated in a writing signed by authorized representatives of both parties.

13. Duration, Continuation, and Modification

13.1 This Agreement becomes effective only on the date of the last required signature or approval below (the "Effective Date"). No provision shall be implemented before the Effective Date.

13.2 This Agreement remains in effect for the duration of the Unit S MOU and shall continue with any successor MOU unless expressly superseded or modified by a later written agreement executed by authorized representatives of both parties.

13.3 This Agreement may be amended, suspended, or terminated only by a written instrument that specifically identifies this Agreement and is signed by authorized representatives of both parties. Oral statements, informal practices, or unilateral notices do not amend this Agreement.

14. Severability and Compliance with Law

14.1 The parties intend every provision to be interpreted consistently with applicable law. No provision requires either party to perform an act prohibited by law or to expend funds that have not been lawfully authorized or appropriated.

14.2 If a court, arbitrator, or authorized administrative body determines that a provision is unlawful or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law. The parties shall promptly meet to negotiate a lawful replacement that most closely preserves the original purpose.

15. Authority, Entire Agreement, and Counterparts

15.1 This Agreement contains the complete agreement of the parties concerning Bus Transportation Assistant Superintendent division and schedule selection only (excluding Bus Maintenance Transportation) and replaces prior proposals, drafts, or oral understandings concerning the same subject matter.

15.2 Each person signing below represents that the person has written authority to sign in the stated capacity. The MDOT MTA and AFSCME Local 6368 signatures document agency-level agreement and Local acknowledgment, but those signatures alone do not make this Agreement effective. This Agreement shall not take effect unless and until it is approved and executed by the Governor or the Governor's authorized designee and by an authorized representative of AFSCME Maryland Council 3, as the exclusive representative for Unit S, together with any other approval required by law or the Unit S MOU.

15.3 This Agreement may be signed in counterparts and by electronic signature. All signed counterparts together constitute one instrument.

SIGNATURES AND REQUIRED APPROVALS

By signing below, the parties express agreement with the terms of this Memorandum of Agreement and Side Letter, which applies solely to Assistant Superintendents in MTA Bus Transportation (excluding Bus Maintenance Transportation). This document remains a tentative agreement and is not incorporated into or enforceable as part of the Unit S MOU until all required signatures and approvals have been completed.

REQUIRED EXECUTION BY AUTHORIZED REPRESENTATIVES


Printed Name: Stuart Kutzenberg
Authorized Representative

AFSCME Maryland Council 3
Exclusive Representative for Unit S

Date: 7/31/26

AGENCY AGREEMENT AND LOCAL ACKNOWLEDGMENT

Rosemary Haynes
Director of Labor and Employee Relations
For MDOT Maryland Transit Administration

Date: _____

Kevin G. Edwards Sr.
Chief Shop Steward
Acknowledged by AFSCME Local 6368

Date: _____

Effective Date (date of final required signature or approval): _____

END OF AGREEMENT