

MEMORANDUM OF UNDERSTANDING

- between -



**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES (AFSCME)**

- and -



MORGAN STATE UNIVERSITY

NON-EXEMPT BARGAINING UNIT

3/1/18 to 6/30/20

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AFSCME AND MORGAN STATE UNIVERSITY
NON-EXEMPT BARGAINING UNIT

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MEMORANDUM OF UNDERSTANDING between MSU and AFSCME Local 1885

PREAMBLE

This Memorandum of Understanding (“Agreement or MOU”) is entered into by Morgan State University (“University” or “Employer”) and the American Federation of State, County, and Municipal Employees, AFL-CIO (“Union” or “AFSCME”) and its Local 1885, and has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences without disruption in the workplace; and includes the agreement of the parties on the standards of wages, hours and other terms and conditions of employment for the non-exempt bargaining unit employees covered hereunder. This agreement is subject to all applicable state and federal statutes.

ARTICLE I - RECOGNITION

Section 1 – Exclusive Representative

The University recognizes the Union as the certified sole and exclusive bargaining agent of all of the employees in the bargaining unit, as defined in Section 2 of this Article, for the purpose of negotiating collectively with the University with respect to all matters pursuant to the State Personnel and Pensions (“SPP”) Article of the Annotated Code of Maryland, Title 3. For employees covered by this MOU, the University will not negotiate, confer, or otherwise entertain talks with any other union or employee organization on matters recognized by the State Higher Education Labor Relations Board (“SHELRB”) as subjects within the scope of collective bargaining.

Section 2 – Definition of Nonexempt Bargaining Unit

The term “employees,” “bargaining unit employees,” and “employees covered by this MOU” as used in this MOU shall mean all non-exempt employees in the Non-Exempt Employees Bargaining Unit at Morgan State University as outlined in Certification No. C2001-07.

Section 3 – New Job Classifications

Should any new job classification(s) be created, the Employer shall notify the Union at least thirty (30) days prior to the intended date of implementation. The Employer shall inform the Union as to whether it intends to place the new job classification in the non-exempt bargaining unit. At the request of the Union, the parties will meet for the purpose of negotiating on any issues within the scope of collective bargaining affecting the new job classification. Any disputes between the Employer and the Union as to the placement of a new job classification in the bargaining unit may be submitted to the State Higher Education Labor Relations Board at the request of either party.

ARTICLE II – SCOPE OF AGREEMENT

This agreement is limited to all eligible non-exempt employees as defined in Article I – Section 2 of this Agreement. This MOU may be modified only by written agreement of the University and AFSCME. All University policies and procedures shall remain in full force and effect unless modified specifically by this MOU or changed as provided below.

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The Employer and the Union acknowledge that during the negotiations that resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any subject of bargaining as provided in SPP, Title 3, and applicable SHELRB regulations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this MOU.

The University and the Union acknowledge their mutual obligation to negotiate as defined and limited by law regarding employer proposed changes in wages, hours and other terms and condition of employment which affect bargaining unit employees and which are not specifically covered by this agreement and not reserved to the University as a management right. In such circumstances, the obligation to bargain is limited to those changes that will affect the working conditions of bargaining unit employees and that are subject to bargaining under applicable law. Management will notify the Union within a minimum of fifteen (15) days prior to the proposed change.

The Union's ability to negotiate does not provide the Union with "veto" power over employer-initiated changes, and it shall not unduly delay the implementation of such changes. The University may implement the proposed changes that are subject to this process even if after good faith negotiations there has not been mutual agreement. Where bargaining is required and requested by the Union over changes necessary to meet a legislative mandate or emergency condition, the parties will negotiate in good faith, and the employer may implement any changes necessary to meet the legislative mandate or emergency condition, including any applicable timeframes, even if no agreement is reached with the Union.

The provisions of this Agreement shall in no way diminish or infringe any rights, responsibilities, power or duties conferred by the Constitution of the State of Maryland, the Annotated Code of Maryland and the Collective Bargaining Law (Title 3, State Personnel and Pensions Article) and all laws are hereby incorporated in this agreement as is fully set forth herein, and in the event of a conflict between this Agreement and the law, the law shall prevail.

ARTICLE III - NON DISCRIMINATION

The parties shall not discriminate against any employee or group of employees based on the following forms of discrimination: age, gender identity and expression, creed, race, ancestry, sex, sexual orientation, color, religion, disability, national origin, marital status and genetic information.

ARTICLE IV – HOURS OF WORK AND OVERTIME

Section 1 – Workweek

The standard workweek consists of forty (40) hours in a 7-day period. The administrative workweek begins on Wednesday and ends on the following Tuesday, both days inclusive. In the event the University permanently changes the work schedule of an employee, the University shall provide at least fourteen (14) days advance notice before the new work schedule becomes effective. The University agrees to determine whether any qualified employees are willing to voluntarily accept the changed schedule before requiring any employee(s) to accept the new schedule involuntarily.

Section 2 – Work Schedules

A work schedule is defined as the employee’s assigned work hours, including starting and ending times during the day, and the days included during the standard workweek. Temporary changes in assignment and/or overtime hours shall not be considered a change in the work schedule of an employee. “Temporary” for the purposes of this Article shall be defined as no more than forty-five (45) days in duration.

Management will provide 48 hours notice when possible of any temporary change in an employee’s work schedule, except for cases of emergency.

Section 3 – Lunch Breaks

All employees who work six (6) hours or more in a day shall be assigned an unpaid duty-free lunch break of thirty (30) minutes or sixty (60) minutes as determined by classification and schedule. The lunch period should be scheduled around the midpoint of the employee’s regular work shift.

Section 4 – Copy of Job Description

Upon initial employment, and upon each change in job classification thereafter, each full-time or part-time bargaining unit employee shall be provided a copy of his/her job description. The position description is a statement of the actual job related duties and responsibilities that an employee performs in a particular office or department.

Section 5 – Overtime and Compensatory Leave

A bargaining unit employee shall be compensated for work performed in excess of a standard workweek by overtime payment or compensatory leave. Before working the approved overtime, the employee shall make a choice of whether to receive monetary compensation or compensatory leave, if compensatory time is offered by the employee’s supervisor. The offer of compensatory time shall be at the sole discretion of the supervisor. The bargaining unit employee shall notify his or her supervisor of their decision concerning the method of compensation in writing. Failure to provide written notice of the method of compensation shall result in the employee receiving monetary compensation for overtime worked.

If the employee chooses to receive monetary payment for overtime, the University shall assure that the employee receives monetary payment for overtime in accordance with this section. The University shall assure that the employee earns compensatory leave and overtime compensation at the rate of 1½ times for each hour worked in excess of forty (40) hours in a work week.

A bargaining unit employee may have a maximum balance of eighty (80) hours of compensatory time. Once an employee reaches eighty (80) hours of accrued compensatory leave, hours worked in excess of the standard work week shall be compensated with monetary overtime payments. Requests for the use of earned compensatory leave shall be consistent with the procedures used to request other forms of accumulated leave, e.g., annual and personal leave. Such compensatory leave requests shall not be unreasonably denied by the supervisor.

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On December 31 of each calendar year, the University may provide bargaining unit employees with monetary payments for unused compensatory leave. Upon separation from the University, the employee shall be paid for the unused compensatory leave.

Section 6 – Distribution of Overtime

Scheduled overtime opportunities shall be distributed as equally as practical among all the qualified employees within a specific job classification and department/office for which overtime is needed, on a calendar year basis.

Section 7 – Work Time

Work time includes time during which an employee:

- a. Is required to be on duty;
- b. Is on paid leave;
- c. Participates in training activities as a job assignment;
- d. Is on the employer's premises and is on call and waiting for work;
- e. Is not on the employer's premises, but is on call and waiting for work, and the employee's personal activities are substantially restricted;
- f. Is changing into and removing program-specified clothing equipment necessary for the performance of the job;
- g. Participates in activities that are job-related immediately before the beginning or immediately after the end of the assigned shift;
- h. Travels between home and work site other than the assigned office, in accordance with the Standard Travel Provisions; and
- i. Any other time defined as work time under the Fair Labor Standards Act.

Section 8 – Payment of Overtime

The University shall use its best efforts to assure that an employee who earns authorized overtime pay shall receive that overtime pay ordinarily on the first day of payment following the date of overtime, but not later than the day of payment of the second pay period after which the overtime pay is earned.

Section 9 - Advance Notice

The employer will provide notice of scheduled required overtime work at least 48 hours in advance of such overtime. The employer shall provide as much notice as possible where non-scheduled overtime is required as the result of an emergency or an unforeseen event. Refusal of scheduled overtime work by employees on the basis that management did not provide advance notice within the time limits shall not be charged against said employees. Refusal of emergency or unscheduled overtime work may result in disciplinary action.

Section 10 – Call-Back Pay

The University's intent is to limit, as much as practical, the requirement to recall employees back to campus for work. Full-time employees who are required to return to work on an unscheduled basis for their specific job classification on a regularly scheduled on-duty day after going off-duty are eligible for call-back compensation. Compensation of employees called back shall be guaranteed a minimum of four (4) hours of overtime even if the time spent on duty is less than four (4) hours. An employee called back under this section who works more than four hours of

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overtime will be paid an additional 30 minutes at the overtime rate of pay for travel. These circumstances do not apply to the employee who may be working overtime as a continuation of the employee's normal hourly schedule.

Section 11 – Essential Employee

An employee who has been designated as vital to the operation of the University, whose presence is required regardless of the existence of an emergency condition, and whose absence from duty could endanger the safety and well being of the campus population and/or physical plant shall be designated as an “essential employee.”

Essential employees are defined as those employees working in the following classifications:

| | |
|--------------------------------|-------------------------------------|
| Automotive Services Helper | Laboratory Assistant |
| Automotive Mechanic | Laboratory Helper |
| Automotive Services Mechanic | Landscape Technician |
| Automotive Services Technician | Licensed Practice Nurse |
| Cabinetmaker | Locksmith |
| Carpenter | Maintenance Aides |
| Driver | Maintenance Mechanic |
| Electrician | Maintenance Mechanic Senior |
| Electrician Helper | Motor Equipment Operator |
| Engineer Technician | Painter |
| Engineering Assistant | Plumber |
| Groundskeeper | Police Communications Operator |
| Groundskeeper Lead | Police Communications Operator Lead |
| Housekeeper | Service Worker |
| Housekeeper Lead | Stationary Engineer HT and HP |
| HVAC Mechanic | Steamfitter |
| HVAC Technician | |

In emergency conditions, the University has the obligation to communicate, via its website, code-a-phone, work phone, if possible, and mass media the decision to close the University. We will endeavor to communicate as soon as possible.

Essential employees are required to report to work during their regularly scheduled work hours, even if the University is closed, unless otherwise notified. If there are extenuating circumstances, an essential employee may, at the reasonable discretion of their supervisor, be excused from reporting during an emergency. If notified, essential employees may be required to report for duty or return to duty during non-scheduled work time. If an essential employee fails to report for duty, the employee may be subject to disciplinary action and will not be paid for that day.

If a designated government official who has the authority to close the roads to non-emergency vehicles due to emergency conditions lawfully closes all the roads within the jurisdiction, employees who live within the jurisdiction where the roads are lawfully closed or who must travel through an area where all the roads are lawfully closed to get to the University shall not be disciplined for not reporting to work during the time of a lawful closure.

ARTICLE V – PROBATIONARY PERIOD

Section 1 – New Employees

All new employees shall serve an original probationary period of six (6) months beginning on their date of hire with the University during which the employee's competency to fulfill the duties of the position will be judged solely by the Employer. However, for exceptional reasons the probation period may be shortened to a period of not less than three (3) months upon approval by the President or his/her designee.

Section 2 – Rejection on Probation

A. Original Probationary Period

1. A Vice President or Program Director may reject on probation a new employee.
2. Vice President or Program Director shall notify the President or his/her designee in writing of the rejection and the reason for it on a rejection form available from the Office of Human Resources (“OHR”). The Vice President or Program Director shall notify the employee at least two (2) weeks before the effective date of the rejection and shall assure that the two (2) week period is included within the probationary period. The rejection form shall state the reasons for and effective date of the rejection, and shall inform the employee of the appropriate appeal route. If the rejection is due to a breach of discipline or gross incompetence which jeopardizes essential services, the Vice President or Program Director may disregard the requirement for two (2) weeks notice, and shall immediately submit a written report and the rejection form to the President or his/her designee.
3. The employee may appeal/grieve the rejection in conjunction with the provisions of Section 14-205 of the Annotated Code of Maryland Education Article and Section 2A-2 of this Article.

B. Other Probationary Employees

1. For the purposes of this provision, the category of other probationary employees includes an employee who has satisfactorily completed an original probationary period, and is currently serving another six (6) month probationary period as a result of a promotion, horizontal change, transfer or reinstatement.
2. A Vice President or Program Director may, for cause, reject on probation other probationary employees.
3. A Vice President or Program Director shall submit the rejection to the President and to the employee on a form provided by OHR at least thirty (30) calendar days before the effective date of the rejection, and shall assure that the 30-day period is included within the probationary period. The rejection form shall state the reasons for and effective date of the rejection, and shall inform the employee of the appropriate appeal/grievance route.

4. If the position from which the employee was promoted is vacant or is held by a temporary employee, the President shall assure that the Vice President or Program Director immediately restores the employee to that position.
5. The employee may appeal/grieve the rejection in accordance with the provisions of this Agreement.

Section 3 – Merit Steps While on Original Probation

Merit increases shall not be granted while an employee is serving an original or extended probationary period. Upon completion of the original or extended probationary period the employee shall receive the appropriate merit increase effective the date of the completion of probation provided the other employees received a merit increase in the fiscal year in which probation was completed.

Section 4 – Employees Not Subject to Probation

A. Any employee who is reinstated in the same classification at the University in which the employee had previously served a satisfactory probation in that classification is not subject to a new probation period. If the employee did not complete their original or extended probationary period, in that classification, upon reinstatement, the employee will serve the remainder of the employee's probationary period.

B. Any employee whose position is reclassified, and who has served an original probationary period, is not subject to a new probationary period. If the employee has not completed an original probationary period and is reclassified, the employee will serve the remainder of his probationary period in the other class.

C. Any employee appointed to a position on a temporary or emergency basis is not subject to a probationary period.

Section 5 – Extension of Probation

A. A Vice President or Program Director may request the President or his/her designee to approve an extension of the period of probation. A request for extension of probation must be received in OHR before the completion date in order to be considered.

B. For documented reasons, the President or his/her designee may extend an employee's probationary period for an additional period of six (6) months.

ARTICLE VI - UNION RIGHTS

Section 1 – Right of Access

Union representatives may have reasonable access to non public areas in which bargaining unit employees work for the purpose of providing representation to bargaining unit members with the approval of the supervisor. Such approval shall not be unreasonably withheld. The Union agrees that such access shall not disturb the work of employees while visiting the employer's facilities.

Section 2 – Representation Rights

Upon written request and approval of an appropriate supervisor, a member of the bargaining unit, including union job stewards; and upon notification to the appropriate supervisor, union representatives, including staff representatives, elected local members, or any authorized person acting on behalf of the Union may have the right to meet and confer with employee(s) for the purpose of interviewing, consulting and preparing for formal grievance meetings. Where approval of an appropriate supervisor is required, such approval shall not be unreasonably delayed or withheld. The union representative, if an employee of the University, shall be limited to one (1) hour of scheduled work time to prepare for the grievance meeting. In preparation for the grievance meeting, an additional one (1) hour may be divided among other University employee(s) that are parties of, or witnesses to, the grievance. The University reserves the right to limit the number (no less than two) of bargaining unit employees acting in the capacity of union representatives during grievance preparation meetings. The University agrees to not unreasonably deny AFSCME representative(s) access to any employee(s) at any time.

In the event the University exercises its right under this section and by its actions limits the Union's ability to meet any timeframes under this MOU or applicable law, the University shall extend upon request those timeframes accordingly to facilitate the Union's access to the appropriate employee.

Section 3 – Means of Communication

University resources, including mail, computing resources and e-mail, are provided to support the research, instructional and administrative objectives of the University, and are for the sole use of the University faculty, staff and students to accomplish tasks related to the user's status at the University and consistent with the University's mission.

The Union has the right to communicate with members of the bargaining unit through the use of authorized bulletin boards, fax machines, and telephones as may be available. To the extent a member of the bargaining unit may have authorized access to the University computing resources, members of the bargaining unit shall be allowed to receive individualized e-mail messages from the Union.

Section 4 – Bulletin Boards

The University shall provide nine (9) lockable bulletin boards to be maintained by the Union. These bulletin boards shall be of approximate minimum size of 3'X5'. The Union will ensure that items are not illegal, defamatory, political, or partisan and that no item is detrimental to the safety and security of the institution. At the time of posting, the Union shall provide a copy of all items to the Employer.

The above reference bulletin boards will be placed in the following locations:

- a) Montebello
 1. Lobby near elevators across from Bear Necessities
 2. Ground floor rear B wing (near housekeeping)

- b) Washington Service Center

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3. Main entrance (3rd floor)
 4. Across from electrician's time clock
- c) Engineering Complex
5. Main entrance Clarence Mitchell Bldg.
- d) Carter Grant Wilson Administration Bldg.
6. Outside Human Resources
- e) McKeldin Center
7. 2nd floor near ATM Machine
- f) Blount Towers
8. Near Maintenance time clock 1st floor
- g) Carnegie Hall
9. 1st floor Lobby

Section 5 – Right to Information

AFSCME has the right to request information that is relevant and necessary for AFSCME to represent its members within the parameters of applicable law. Such request(s) includes but is not limited to information relevant to the administration of any part of this MOU or any other subject that AFSCME may need to investigate in order to comply with its duty of fair representation of its members.

The University shall provide AFSCME a bi-monthly report electronically in Excel to designated email addresses that includes the following:

- a. A report listing all AFSCME bargaining unit employees. The report shall include the name, job classification, pay range, department, work location, room number, daily hours of work, e-mail address, and telephone extension number of every employee, as available. Additionally the employer shall provide a unique identifier for each employee (Employee ID or otherwise). The report can be submitted electronically.
- b. A quarterly report listing the names, job title, office and department of all bargaining unit employees who retired, resigned, or otherwise separated from employment in the previous quarter.

Section 6 – Union Orientation for New Employees

The Office of Human Resources will provide the Union with the name and department of newly hired bargaining unit employees to permit a presentation by the Union. A union shop steward or designated union employee may have 15 minutes to speak to the new employee during work time.

Section 7 – Union Job Stewards

The Union shall appoint (12) job stewards to represent the non-exempt bargaining unit employees. Job stewards must be a part of the bargaining unit. Ninety (90) calendar days after ratification of this agreement, the Union will submit a list of job stewards to the Office of Human Resources. The Office of Human Resources shall inform all supervisors as to the employees authorized to perform job steward duties on campus. AFSCME reserves the right to replace any job steward on the list at any time it deems appropriate. In cases of changes to the job steward list, the Union will inform the Office of Human Resources as soon as a change is made official by the Union. The employer shall not recognize any employee as job steward until the employer is in receipt of a written list that contains that employee's name.

Section 8 – Meeting Space

The University agrees to provide the Union with meeting space, free of charge, to accommodate thirty (30) people no more than fourteen (14) times per year subject to the following: the Union submits a request for space in accordance with the University Events Office's guidelines. The Union will also notify the Office of Human Resources when meetings are scheduled outside of a bargaining unit member's normal lunch break.

Section 9 – Cabinet

The University will provide a filing cabinet that locks. The filing cabinet will be located in the Union's designated office on campus or in an area that is close to the work area of the presiding President of the AFSCME local chapter that is in agreement with the Union and the University. The key will be in the sole possession of the Union.

Section 10 – Union Office

The University agrees to provide a Union-designated office on campus for Union business. The designated office shall be lockable, ADA and OSHA compliant as well as include meeting space typical of standard university offices. It shall be furnished with at least a table, chairs, a telephone line (long distance calls from this line shall be billed to the Union) and a telephone, a locking filing cabinet, and Internet connectivity through guest WiFi. Access to the Union Office shall be by a key made available to designated Union officers and staff whose identity will be made known to the University Office of Public Safety, as well as one key that will be in possession of the University Office of Public Safety for entry into the room only in the event of a bona fide emergency where Union officials are not readily accessible for notification. The Union and the University shall create a list of possible locations for the office. Both parties shall come to a mutual agreement on the final location.

ARTICLE VII - EMPLOYEE RIGHTS

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

ARTICLE VIII - UNION LEAVE AND RELEASE TIME

Section 1 – Administrative Leave for Union Business

At the commencement of each new calendar year, the University will credit the AFSCME release time account with one hundred forty four (144) hours per year to be allocated among any member of the bargaining unit for union business. Release time must be approved by the supervisor and be consistent with operational needs. An AFSCME Council 3 representative shall request for bargaining unit member release time at least ten (10) workdays in advance to the Office of Human Resources (“OHR”). The University shall respond within five (5) workdays of receiving the Council 3 representative’s notice. Such time off will not be detrimental in any way to the employee's record and will not be specifically taken into account when applying performance standards relating to quantity and timeliness of work. Time may be used in one (1) hour increments.

Section 2 – Release Time for Ratification Meetings

All employees shall be granted paid leave up to two (2) hours, for union meetings for the ratification of the initial contract and not to exceed one (1) hour for successor agreements. Meetings necessary to educate the membership on the agreed MOU will occur on the employees’ own time.

Section 3 – Release time for Campus and Joint Sponsored Committees

Employees shall be allowed paid release time with the approval of the supervisor based upon operational needs to serve as members of employment-related, campus-sponsored committees to which they are appointed or elected.

ARTICLE IX - LEAVES

Section 1 – Annual Leave

Employees will accrue annual leave based on length of service to the University. Annual leave for employees is earned as follows:

| | |
|---|-------------------------------------|
| 1 st month – 6 th month | 0 days |
| Completion of 6 th month | 1 hour of leave at 26 hours of work |
| 1 year – 4 th year | 10 days |
| 5 th year – 10 th year | 15 days |
| 11 th year – 20 th year | 20 days |
| 21 st year or more | 25 days |

Employees shall be permitted to carry over up to seventy-five (75) days of annual leave into a new calendar year.

Section 2 – Sick Leave

Employees in the bargaining unit shall earn paid sick leave at the rate of fifteen (15) workdays per year. Part-time employees, working 50% or more, shall earn pro-rated sick leave. Earned sick leave shall be cumulative from year to year without limit. Sick leave shall be granted when an employee is absent due to:

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- a. Illness, injury or disability of the employee. A medical appointment, a medical emergency, follow up treatment for the employee with an accredited, licensed, or certified medical provider.
- b. Illness or injury in the employee's immediate family and medical appointments, examinations or treatments for the immediate family member.
- c. Immediate family as used in this section shall include a spouse, biological, adopted, step or foster child, grandchild, mother, father, mother-in-law, father-in-law, brother, sister, grandparent, brother-in-law, sister-in-law, or dependent of the employee irrespective of residence, or for any relative who permanently resides in the employee's household for whom the employee has an obligation to provide care. The Employer may require an employee to provide certification by a medical provider to authenticate the need for the employee to care for the ill family member.
- d. An employee who becomes ill, injured, or suffers a disability while on vacation, may request that his/her leave be charged to sick leave.

Section 3 – Proof of Illness or Injury

For an illness of 5 or more consecutive work days, an employee shall submit an original document, signed by one of the licensed or certified health care providers listed below, which:

- 1) Authenticates the period of illness, and
- 2) Provides a statement of the date on which the employee will be competent to return to work.
 - A. Physician
 - B. Physical therapist
 - C. Clinical psychologist
 - D. Dentist
 - E. Oral surgeon
 - F. Chiropractor
 - G. Podiatrist
 - H. Certified nurse practitioner
 - I. Certified nurse-midwife; or
 - J. Licensed certified social worker-clinical

Section 4 – Personal Leave

Employees shall be credited with three (3) days of personal leave at the beginning of the next full pay period of the new calendar year. An employee may not accumulate personal leave and unused personal leave credits will not be carried forward from one calendar year to the next. Personal leave may be used for any reason at the employee's discretion. Personal leave use does not require prior approval but does require that the employee notify his/her supervisor within fifteen (15) minutes of the employee's normal reporting/starting time. Personal leave must be taken in increments of at least one-half day increments, but a smaller amount may be approved by the supervisor for emergency situations.

Section 5 – Leave “Cash Out”

Employees shall be allowed to cash out annual leave at the time of separation of employment if eligible as follows: (1) up to 400 hours of annual leave that had been carried over from the year prior to the year of termination and (2) all earned, but unused annual leave for year in which employment is terminated.

In the event that a grant funded position loses its funding, those grant funded employees facing layoff shall be required to take their accumulated annual leave up to 400 hours to assure that those employees will not lose leave when the funding for their position ends and they are laid off.

Section 6 – State Leave Bank

The University participates in the State Leave Bank program which is administered by the Department of Budget and Management. Hence the University is subject to adhering to the changes, revisions or deletions to this program without recourse. In the event the State chooses to discontinue or alter this program, the University is under no obligation to maintain or create a substitution.

The University shall communicate to all bargaining unit employees, once per year, prior to Open Enrollment the existence of the State Leave Reserve Bank. In addition, the Office of Human Resources shall maintain informational materials available to all employees. **NOTE:** Leave Bank requires a minimum one day donation. A 240-hour balance of sick leave must be maintained to use a sick leave donation. There is no minimum balance required to contribute annual or personal leave.

Section 7 – Family and Medical Leave

The Employer shall provide family and medical leave in accordance with the provisions of the Family and Medical Leave Act. The leave year for FMLA purposes shall be on a twelve (12) month rolling year, to begin on the first day FMLA leave is granted.

Section 8 – Bereavement

Employees in the bargaining unit may utilize accumulated leave not to exceed seven (7) consecutive work days, of which sick leave may not exceed five (5) days, for the following family members:

1. Spouse
2. Child
3. Mother or father (or other person who took the place of a mother or father)
4. Grandparent of employee or spouse
5. Grandchild of employee or spouse
6. Son in-law or Daughter in-law
7. Sibling
8. Brother-in-law or Sister-in-law of employee
9. Any other relative who has been or is a member of the employee’s household

Employees in the bargaining unit shall be granted available sick leave not to exceed three (3) consecutive work days for the following family members:

1. Aunt or Uncle of employee or spouse
2. Niece or Nephew of employee or spouse

Section 9 – Military and War Leave

An employee who is a member of a reserve unit of the armed forces shall be entitled to a leave of absence for military training for a period of not more than fifteen (15) workdays (pro-rated for part-time employees) in any calendar year without loss of pay or charge to any leave. Leave due to call-up to active military duty during a national or international crisis or conflict shall be granted to an employee for up to two (2) years. Employees may request the opportunity to adjust his/her work schedule to accommodate unit training assembly (drill schedules). Military Leave shall be granted accordance with applicable law. A returning veteran who was called to active military duty in the armed forces is eligible for reinstatement, per applicable State and Federal laws.

Section 10 – Jury Duty

An employee who serves as a member of a jury shall be permitted to be absent from work without loss of pay and without charge against any leave. If, after reporting for jury duty, it is determined that the employee's services are not required and the employee is dismissed for the day, the employee is required to return to work. An employee who is selected for jury service shall notify the department head of this selection without delay.

Section 11 – Legal Actions

An employee who is summoned to appear in a court action, before a grand jury, before an administrative agency, or for a deposition, and is neither a party to the action nor a paid witness, shall be absent from scheduled work without loss of pay or charge to any accrued leave, for the period of time spent in such proceeding and for reasonable travel time.

Section 12 – Leave of Absence Without Pay

A leave of absence without pay, subject to approval by the Office of Human Resources, may not exceed a two (2) year period within which the employee is eligible for reinstatement.

Section 13 – Administrative Leave

Employees in the bargaining unit shall be granted administrative leave with pay as follows:

- a) During emergency situations as approved by the President or his designee.
- b) Other purposes considered in the best interest of the employee as approved by the President or his designee.

Section 14 – Religious Observance Leave

Employees may use paid leave for religious observances. Any employee requesting to use leave for religious purposes must request the approval of leave at least twenty-four (24) hours prior to the requested leave date.

Section 15 – Leave Restriction

Employees shall not take accumulated annual leave in excess of two (2) consecutive days, unless the employee requires annual leave because they have exhausted their sick leave for any lawful purpose, in any of the following blackout periods:

- Bursar
 - Four (4) weeks during late registration for fall and four (4) weeks during late registration for the spring
- Records & Registration
 - First three (3) weeks in May
 - Three (3) weeks during late registration for the fall and three (3) weeks during late registration for the spring
 - Two (2) weeks during each grading period
- Financial Aid
 - Five (5) weeks during late registration for the fall and five (5) weeks during late registration for the spring
- Admissions and Recruitment
 - Third week of November
 - The first two (2) weeks of December
 - The first one (1) week of January
 - Two (2) weeks prior to February 15th
 - Two (2) weeks prior to April 15th
 - Three (3) days of Office special events (e.g., Open House (2) and Decision Day (1))

ARTICLE X – HOLIDAY LEAVE

Section 1 – Recognized Holidays

All employees in the bargaining unit are entitled to holiday leave with pay for the following recognized holidays:

| Holiday | Calendar Date of Holiday |
|---|---|
| New Year’s Day | January 1 |
| Dr. Martin Luther King, Jr.’s Birthday | Third Monday in January |
| President’s Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Election Day (General and/or Congressional) | First Tuesday in November (even-numbered years) |
| Veterans Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| American Indian Heritage Day | Fourth Friday in November |
| Christmas Day | December 25 |

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In addition, employees shall receive three (3) paid University Holiday leave days to be designated at the discretion of the University. The actual dates of observance for holiday leave and paid University Holiday leave days may vary from calendar year to calendar year at the discretion of the University. The current year's listing of observed dates for holidays may be found on the Office of Human Resources Website. OHR will also provide copies of the calendar to each department at the beginning of each year of posting.

Part-time employees on at least a fifty (50) percent basis of full-time employment shall earn holiday leave on a prorated basis.

The University will recognize any other day that the President of the United States or the Governor designates for general cessation of business. Any holiday not recognized by the State of Maryland will also not be recognized by the University.

Section 2 – Day of Observance

If a holiday falls on a Saturday, the preceding Friday shall be deemed and treated as a holiday. If a legal holiday falls on a Sunday, the following Monday shall be deemed and treated as a holiday.

When a holiday date of observance occurs while an employee is on approved leave with pay status, the day of absence will be charged to the holiday and will not be charged against the employee's sick leave or annual leave.

When a shift bridges two (2) calendar days such as the 11 p.m. to 7 a.m. shift, one of which is the University date of observance of a holiday, the shift that begins on the date of observance will be recognized as the holiday shift.

Section 3a – Holiday Pay

To be eligible for Holiday Leave Pay, employees must be in a paid employment status on the calendar date of the holiday. To be eligible for Holiday Pay associated with the three (3) days granted as University Holidays, persons whose employment begin on or after January 1 and on or before the last day of February would be entitled to three (3) days. Those whose employment begins on or after March 1 and on or before April 30 would earn two (2) days. Those whose employment begins on or after May 1 and on or before June 30 would earn one (1) day. Anyone employed on or after July 1 would not be eligible for any University holidays. Employees shall receive a regular day's compensation at their regular hourly rate for every holiday the employee observes under this Article.

When an employee works on a scheduled holiday, the employee shall have the option of being paid overtime in cash or in lieu of the cash payment the employee shall be allowed to elect a subsequent paid day off. The bargaining unit employee shall provide written notification of their method of compensation. Failure to provide written notification of the election shall result in the employee being assigned a subsequent day off. Requests for a subsequent paid day off shall be consistent with the procedures used to request other forms of accumulated leave, i.e., annual and personal leave. Such requests shall not be unreasonably denied by the supervisor.

Section 3b – Use of Holidays

Employees are required to use holiday leave within the 12-month period following the date the holiday was observed.

Section 3c – Holidays for Employees Who Work in 24/7 Operations

Holidays for employees who work in 24/7 operations are prescheduled based upon the workweek schedule rotation. The University reserves the right to assign holidays in accordance with this schedule rotation and shall make best efforts to grant the employee the day off requested, subject to operational needs. Management will work with 24/7 employees to allow them to take their pre-scheduled holidays; however, due to operational needs, an employee may be required to work on the employee's prescheduled holiday. When this occurs, the employee will be paid at the applicable rate of pay subject to the provisions of Section 3a above.

Section 4 – Holiday Termination Payment

Employees who leave their employment at the University are entitled to be paid for holiday leave that has been earned and not used as of the date of separation.

ARTICLE XI - INSURANCE AND BENEFITS

Section 1 – Parity of Benefits

The Employer shall maintain medical, dental, vision and other available plans on the same basis and subject to the same terms and conditions including the payment of all applicable premiums, co-pays, deductibles and other fees and expenses as provided to State employees by the State of Maryland Department of Budget and Management.

Section 2 – Employee Assistance Program

The University shall communicate to all bargaining unit employees, once per year, the existence and availability of the State EAP program and its provisions. The University shall also make EAP informational materials available at the Human Resources Office, to the extent available.

ARTICLE XII – PERFORMANCE EVALUATION

Section 1 – Annual Appraisal

Employees shall be evaluated based on the performance standards described in their position description. At a minimum, each employee's performance will be reviewed on an annual basis, but no later than May 30 of each year. Employee performance reviews become a permanent part of the employee's confidential personnel file. Evaluations shall be fair, objective and equitable. An employee will be permitted to attach comments and/or objections to an evaluation to be placed in the employee's personnel file.

Time off on approved leave (sick, personal, annual, etc.) and authorized time for union representational purposes and other authorized activities will not be considered negatively in the application of performance factors.

Section 2 – Mid-Year Appraisal

The supervisor identified as responsible for evaluating an employee will prepare a written mid-year performance appraisal and present it to the employee for discussion. Employees and their supervisors will meet mid-year to discuss the mid-year performance appraisal.

ARTICLE XIII – GRIEVANCE PROCEDURE

In the event of an alleged violation or disagreement over any of the provisions of this MOU, a bargaining unit employee represented by AFSCME, which shall be the exclusive employee organization to represent the employees, shall have the right to file a grievance in accordance with Section 14-301 et seq., of the Annotated Code of Maryland Education Article. The grievance form at the time of the signing of the MOU shall be attached to the MOU. Any subsequent updates will be made available on the University website.

ARTICLE XIV – DISCIPLINARY ACTIONS

Section 1 – Employee Representation Rights

The employee shall have the right to union representation at any meeting, hearings, or formal discussions with the employee that are called specifically for the investigation or imposition of discipline relating to improper conduct. The employee shall also have the right to representation at any time a meeting becomes disciplinary in nature, even if not called specifically for that purpose.

Section 2 – Progressive Discipline

The primary objective of progressive disciplinary action is to correct unacceptable behavior and/or performance. The parties agree to the principle of progressive discipline with the normal sequence of actions being: (1) Written Reprimand (however, when appropriate a written letter of counseling should be provided before the issuance of a letter of written reprimand); (2) Suspension without pay or disciplinary loss of leave of 1-3 days, based on severity of offense; (3) Suspension without pay or disciplinary loss of leave of 3-5 days, based on the severity of the offense; (4) Discharge from University service. Based on the severity of the offense, the University may skip steps and proceed to a higher step up to and including discharge.

Section 3 – Duty of the Employer Prior to Imposing Sanctions

- A. The University agrees to administer discipline in a fair and impartial manner. Similarly situated employees will be treated similarly regarding the application of disciplinary actions, but mitigating circumstances will be considered.
- B. Procedures – Before taking any disciplinary action related to employee misconduct, the University shall normally:
 - 1. Investigate the alleged misconduct;
 - 2. Meet with the employee;
 - 3. Consider any mitigating circumstances;
 - 4. Determine the appropriate disciplinary action, if any, to be imposed; and

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5. Give the employee a written memorandum or notice of the disciplinary action, if any, to be imposed and the employee's appeal rights.

C. Time Limits – The University may impose disciplinary action no later than thirty (30) calendar days after it acquires knowledge of the misconduct for which the disciplinary action is imposed.

ARTICLE XV– WAGES

Section 1 – Cost of Living Adjustment (COLA)

Employees covered by this Memorandum of Understanding shall receive a cost of living adjustment for each fiscal year of this agreement that is equal to the cost of living adjustment granted to State employees provided that the General Assembly approves and funds that adjustment for employees of Morgan State University in the applicable legislative appropriations.

Section 2 – Merit Pay Increments Adjustment of 2.5%

Effective for each fiscal year of this Agreement, a merit pay adjustment of 2.5% for each eligible employee in the non-exempt bargaining unit up to the maximum of the pay range shall be provided for each employee who has achieved 'meets standard' or better on his or her last performance evaluation subject to the funds being provided to the University. For each fiscal year, merit increases above the maximum of an employee's pay range shall be provided in the form of a one-time lump sum payment that is not added to the employee's base salary.

Section 3

In addition to any COLA or Merit Pay increases, Employees covered by this Memorandum of Understanding shall receive \$450 increase to their salary in FY2019, FY2020, and FY2021. In exchange for this flat raise there shall be no wage re-openers in FY2019, FY2020, and FY2021.

Section 4 - Salary Structure

The following Salary Pay Structure shall remain in effect through the period of the Memorandum of Understanding.

**MORGAN STATE UNIVERSITY
NON-EXEMPT SALARY STRUCTURE**

| Pay Range | Minimum | Midpoint | Maximum |
|-----------|-------------|-------------|-------------|
| 1 | \$24,935.00 | \$26,419.00 | \$27,903.00 |
| | \$956.41 | \$1,013.33 | \$1,070.25 |
| | \$11.96 | \$12.67 | \$13.38 |
| 2 | \$25,160.00 | \$29,601.00 | \$34,041.00 |
| | \$965.04 | \$1,135.38 | \$1,305.68 |
| | \$12.06 | \$14.19 | \$16.32 |
| 3 | \$26,335.00 | \$31,653.00 | \$36,971.00 |
| | \$1,010.11 | \$1,214.09 | \$1,418.07 |
| | \$12.63 | \$15.18 | \$17.73 |
| 4 | \$27,586.00 | \$33,848.00 | \$40,109.00 |
| | \$1,058.09 | \$1,298.28 | \$1,538.43 |
| | \$13.23 | \$16.23 | \$19.23 |
| 5 | \$28,956.00 | \$36,193.00 | \$43,431.00 |
| | \$1,110.64 | \$1,388.22 | \$1,665.85 |
| | \$13.88 | \$17.35 | \$20.82 |
| 6 | \$30,962.00 | \$38,702.00 | \$46,443.00 |
| | \$1,187.58 | \$1,484.46 | \$1,781.38 |
| | \$14.84 | \$18.56 | \$22.27 |
| 7 | \$31,867.00 | \$41,386.00 | \$50,903.00 |
| | \$1,222.30 | \$1,587.41 | \$1,952.44 |
| | \$15.28 | \$19.84 | \$24.41 |
| 8 | \$34,075.00 | \$44,254.00 | \$54,433.00 |
| | \$1,306.99 | \$1,697.41 | \$2,087.84 |
| | \$16.34 | \$21.22 | \$26.10 |
| 9 | \$35,728.00 | \$47,321.00 | \$58,915.00 |
| | \$1,370.39 | \$1,815.05 | \$2,259.75 |
| | \$17.13 | \$22.69 | \$28.25 |
| 10 | \$38,204.00 | \$50,602.00 | \$63,000.00 |
| | \$1,465.36 | \$1,940.90 | \$2,416.44 |
| | \$18.32 | \$24.26 | \$30.21 |
| 11 | \$40,852.00 | \$54,110.00 | \$67,368.00 |
| | \$1,566.93 | \$2,075.45 | \$2,583.98 |
| | \$19.59 | \$25.94 | \$32.30 |
| 12 | \$43,685.00 | \$57,860.00 | \$72,036.00 |
| | \$1,675.59 | \$2,219.29 | \$2,763.02 |
| | \$20.94 | \$27.74 | \$34.54 |
| 13 | \$46,712.00 | \$61,871.00 | \$77,030.00 |
| | \$1,791.69 | \$2,373.13 | \$2,954.58 |
| | \$22.40 | \$29.66 | \$36.93 |
| 14 | \$49,951.00 | \$66,161.00 | \$82,370.00 |
| | \$1,915.93 | \$2,537.68 | \$3,159.40 |
| | \$23.95 | \$31.72 | \$39.49 |
| 15 | \$53,414.00 | \$70,747.00 | \$88,080.00 |
| | \$2,048.76 | \$2,713.58 | \$3,378.41 |
| | \$25.61 | \$33.92 | \$42.23 |
| 16 | \$57,116.00 | \$75,651.00 | \$94,185.00 |
| | \$2,190.75 | \$2,901.68 | \$3,612.58 |
| | \$27.38 | \$36.27 | \$45.16 |

Employees' salaries will be increased by the COLA as approved by the State of Maryland General Assembly and given in full regardless of the pay range maximum.

Section 5 – Salary Review

Every two years the University shall review salary scales for non-exempt bargaining unit members to determine comparability with other Maryland public higher education institutions.

Upon request, a copy shall be provided to the Union.

Section 6 – Acting Capacity Pay

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.

Acting Capacity Pay shall be paid after the employee has worked no less than 20 work days in the acting pay position. On the 21st day of working in an acting capacity position an employee shall be paid at the higher rate of pay. The initial period of Acting Capacity Pay shall be limited to six (6) months or less and may be extended for a period up to an additional six (6) months.

Section 7 – Lead Worker

The University may require an employee to assume lead workers duties. Any additional compensation shall be paid in conformance with Section 6 (Acting Pay).

Section 8 – Job Study

When the employee believes a position is incorrectly classified, the employee shall submit a request to his/her supervisor who shall submit their recommendation to the departmental director. The director will submit his/her recommendation to the area Vice President. Such study shall be completed within 60 days upon receipt from the Vice President's Office unless a study of the job in question has been completed within the previous six months and the job duties have not changed in which case the study shall be provided to the requesting employee immediately.

The Office of Human Resources will provide a copy of the findings to the requesting department, appropriate Vice President, and the requesting employee upon completion of the study. Upon written approval from the requesting employee, a copy shall be submitted to the Union.

ARTICLE XVI- HEALTH AND SAFETY

Section 1 – General Duty

The University will make provisions for safe, secure and healthful working conditions for all of its employees in accordance with all other applicable federal, State and local laws and regulations. All employees shall comply with all safety rules and regulations established by the University and required by applicable laws, and for which they have received notice.

Section 2 – Unsafe Conditions

Where an unsafe condition is alleged to exist, the affected employee shall first notify his/her immediate supervisor who shall take whatever necessary corrective action the supervisor deems appropriate. Employees are encouraged to bring forth their safety concerns and are not subject to adverse actions for doing so. Where the matter is not resolved to the satisfaction of the employee, the matter will be submitted to the University's Safety Officer for review. The Safety Officer will advise the employee of the results of his/her investigation and any corrective action taken or proposed to be taken within thirty (30) days of receiving notice of the employee's concern. Nothing in this Article requires the Employer to take any specific corrective actions

proposed by an employee. However, corrective actions shall be implemented in accordance with the judgment of the University.

Section 3 – Health, Safety and Risk Prevention Committee

As a way to promote and maintain safe and healthy working conditions in the workplace, and to reduce the risk of violence on campus, the Employer and the Union agree to establish a bargaining unit Health, Safety and Risk Prevention Committee, which will be a sub-committee of the Labor-Management Committee. This sub-committee shall be comprised of three (3) representatives each from the bargaining unit and Management. This sub-committee shall meet bimonthly or as needed and on the months in which the Labor-Management Committee meets, this sub-committee shall have an agenda exclusive to safety and risk prevention issues.

Section 4 – Duties of the Health and Safety Committee

The Health and Safety Committee is responsible for:

- a. Recommending that adequate health and safety rules and regulations are implemented and complied with;
- b. Reviewing potential risks and hazards that exist in the work environment, including unsafe work practices, and making recommendations for their elimination or reduction;
- c. Evaluating the need for health and safety training for employees;
- d. Reviewing non-confidential accident records and statistics in order to determine the need for corrective action;
- e. Promoting health and safety education;
- f. Reviewing the availability and adequacy of first aid supplies and equipment and recommending improvements as necessary; and
- g. Maintaining and reviewing minutes of all health and safety committee meetings.

Section 5 – Investigative Reports

The committee shall have access to health and safety reports in accordance with all applicable laws and University policies.

Section 6 – No Loss of Compensation

Members of the Health and Safety Committee will receive paid administrative leave, not to exceed an aggregate of 40 hours per calendar year total for the Committee while performing approved duties associated with the responsibilities of the Committee, in addition to attending training or conferences required by the Employer. All time spent by the employee on Committee Activities must be reasonable and must be consistent with operational needs and pre-approved by the employee's supervisor.

Section 7 – Personal Protective Clothing and Equipment

The Employer shall provide personal protective clothing and equipment that, as determined by the Employer, is required by applicable state laws and regulations. In the event the Employer requires an employee to wear safety shoes on the job, the Employer shall provide the employee with safety shoes, or provide up to a maximum reimbursement of one hundred fifty dollars

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(\$150) each fiscal year upon submission of receipt. The Employer will make available non-prescription safety glasses to employees who are required to wear them as part of their job.

The Employer shall provide and maintain the materials, tools, and equipment needed by employees to perform their jobs in an efficient and productive manner at no cost to employees. Employees are responsible for the care of the equipment assigned to them by the Employer.

The University shall be responsible for informing University employees of any procedures or policies established by the University 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 the University is aware or ought reasonably to be aware, associated with the employee's employment duties. The University 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 – No Retaliation

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

Section 9 – Campus Health and Safety and Risk Prevention Committee

The Union shall appoint one (1) member and one (1) alternate to any advisory committee established by MSU with members from multiple departments within MSU whose primary goal is to maintain and/or improve campus safety.

ARTICLE XVII – UNIFORMS & DRESS CODE

Each employee represents the University when interacting with students, visitors, and other employees. Appropriate attire supports an employee's image as a person who understands and respects the nature of the industry in which they are employed. Therefore, the University expects employees to report to work clean, neat, and dressed appropriately for their job.

The Employer shall provide uniforms for employees in job classifications where uniforms are required by the University. The employer is responsible for replacing uniforms that become unsuitable due to normal work use. The employee is responsible for replacing uniforms that are lost or damaged due to negligence.

ARTICLE XVIII – TUITION WAIVER

Tuition Waiver shall be available to bargaining unit members, their spouses and dependents consistent with applicable Morgan State University policy. Any changes in Tuition Waiver that impacts bargaining unit employees by the University shall be subject to applicable law under the Education Article of the Maryland Annotated Code.

ARTICLE XIX – MISCELLANEOUS

Section 1 – Access to Campus Facilities

Employees shall have access to and use of all appropriate campus facilities, including but not limited to all health and fitness facilities, sports complex, dining facilities, the library, and computer facilities subject to University rules and regulations, and under the same terms and conditions available to the general University employee population.

Section 2 – Attendance at Job Related Training

Employees will be paid for time spent in University required training consistent with the provisions of this MOU and the FLSA. The Employer will make reasonable efforts to have employees attend required training during their regularly scheduled work hours. All travel undertaken in conjunction with approved University required training must be documented by the employee and pre-approved by management. All out-of-state travel must have a pre-approved travel request form.

Section 3 – Attendance at Job Interviews

Employees shall be allowed paid release time (defined as time during the employees normal work schedule during which the employee is permitted to be off duty but paid as though the employee were on duty) up to a maximum of two (2) hours per interview to attend job interviews for other positions at the University with prior written approval.

Section 4 – Official Personnel File

The official personnel file for each employee shall be located in the Office of Human Resources.

The Office of Human Resources shall maintain in the official personnel file copies of all position descriptions and revisions of position descriptions. A Position Description specifically defines an individual employee's duties, responsibilities, and the position requirements in a particular office or department. All employees shall have the right to review and receive copies of his/her position description.

Section 5 – Access

An employee and, with the employee's written authorization, a representative(s) shall have the right to review his/her personnel files upon request, with permission from their supervisor during normal business hours, with no loss of pay. Employees have the right to copy any documents in his/her file. The employee must be provided these copies at no cost, unless the copies requested are more than 20 and the cost thereafter is \$.25 per copy.

Section 6 – Notification

From the effective date of this memorandum, any disciplinary material to be placed in an employee's personnel file will be initialed and dated by the employee and a copy provided to him/her. If the employee refuses to sign, material shall be placed in the file with a note of the employee's refusal.

The employee's initials indicate simply that he/she has seen the material and is not to be construed as agreement with its content. In addition, any disciplinary material which is placed in

an employee's personnel file without following this procedure will be removed from the file and returned to the employee.

Section 7 – Anonymous Materials

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

Section 8 – Rebuttal

Employees shall have the right to respond in writing to any materials placed in their official personnel file.

Section 9 – Retention of Records

After twenty-four (24) months, letters of reprimand and counseling memorandum shall not be used in assessing discipline if there has been no further disciplinary action. After 36 months, disciplinary suspensions, demotions, or loss of leave will not be used in assessing further disciplines of a similar nature. However, all disciplinary actions may be considered for terminations.

Section 10 – Work Files

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

Section 11 – Job Vacancies

Whenever job vacancies in the bargaining unit occur, the University agrees to notify the Union of the vacancies at the time of the posting. The job posting will provide a brief description of the duties of the position, the salary range, and minimum requirements and qualifications of the position. Electronic notice of the vacancies shall be provided to the identified person by the Union, provided an appropriate email address has been submitted.

Employees who wish to be considered for the bargaining unit vacancies must follow the directions for applying for the position in the job posting and submit required documentation to the Office of Human Resources prior to the closing date.

Section 12 – Conversion of Contractual Non-Exempt Employees

Contractual non-exempt employees in positions that would be AFSCME bargaining unit positions had the employee originally been hired as a regular University employee shall be converted on the following schedule:

FY 2018 – Six (6) contractual non-exempt employees shall be converted effective April 1, 2018.

FY 2019 – Fourteen (14) contractual non-exempt employees shall be converted effective December 1, 2018. If additional funds are available due to special state appropriations specifically for the conversion of contractual employees, additional contractual non-exempt employees shall be converted.

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FY 2020 – Ten (10) contractual non-exempt employees shall be converted effective December 1, 2019. If additional funds are available due to special state appropriations, additional contractual non-exempt employees shall be converted.

FY 2021 – 100% of all contractual non-exempt employees shall be converted contingent on special state appropriations specifically for the conversion of contractual employees.

Conversion of contractual non-exempt employees shall be based on: (1) length of service of employees currently providing services on a regular basis; (2) employee performance; and (3) anticipated duration of the converted position. Converted employees will not be entitled to retirement contributions for any service with the University prior to the date of conversion.

Fringe benefits to newly converted employees shall be no less than for any incoming regular Morgan State University bargaining unit employee.

The University and Union will form a committee to collaborate on efforts to secure state funding for conversion.

The University shall provide new employee orientation for converted contractual non-exempt employees. The University shall provide the Union 30 minutes to orient them to their rights as full-time PIN staff on their first day of work as a PIN employee.

Effective July 1, 2018, the University shall cease to hire new contractual employees in potential bargaining unit positions, but expressly retains the right to hire new contractual employees in potential bargaining unit positions in the following categories:

1. Students
2. Persons hired pursuant to short-term grants (6 months or less)
3. Persons hired pursuant to grants that specifically exclude employee benefits
4. Persons hired on a short-term basis (six months or less) or on an emergency basis to non-renewable contracts
5. MSU retirees hired on a part-time basis.

This Article applies only to contractual non-exempt employees. Nothing in this Article affects the University's right to utilize contract employees outside the bargaining unit.

ARTICLE XX - LABOR-MANAGEMENT COMMITTEE

Section 1 – Purpose of the Labor-Management Committee

The University and the Union agree to create a Labor-Management Committee (“Committee”) for the purpose of identifying issues of concern to either party and to serve as a forum for discussion and exploration of possible resolutions of concerns. The Committee shall also serve as a forum for discussion of any issues associated with the implementation of any aspect of this Agreement. However, the Committee shall neither serve as a forum nor substitute for formal negotiations provided for under this agreement nor for formal grievance procedures.

Section 2 – Composition of the Committee

The University and AFSCME shall appoint four (4) members each to the Labor-Management Committee. The Committee shall meet at a frequency to be mutually agreed upon by both parties on the Committee. At least forty-eight (48) hours in advance of a scheduled meeting, the parties shall exchange a listing of the subjects they wish to address at the meeting. The meeting shall be scheduled for a maximum of two (2) hours per session except by mutual agreement of the parties.

Section 3 – Release Time for Committee Meetings

Bargaining unit members who serve as members of the Committee shall receive paid release time for the first hour of scheduled work time spent in each Committee meeting up to a maximum of four (4) hours per year, and shall receive unpaid administrative leave for the remainder of scheduled work hours missed due to attendance at Committee meetings up to a maximum of one (1) hour per meeting.

ARTICLE XXI - LAYOFF AND RECALL

Section 1 – Layoff Notice

When the University decides to layoff an employee or employees, a notice shall be given to the affected employee(s) and the Union at least ninety (90) calendar days in advance of the effective date of such layoff. Notices of layoff shall be in writing and shall be acknowledged in writing by the employee. The written notice shall include the reason for the layoff (i.e., position abolished, discontinued or vacated because of a lack of supporting funds, program change, change in departmental organization or stoppage or lack of work). The Employer may place an employee who receives a notice of layoff on administrative leave for any portion of the ninety (90) calendar day notice period. Administrative leave will not be unreasonably denied.

Section 2 – Order of Layoff

The University shall determine in which classifications layoffs will occur. Layoffs will occur by department. Within each classification affected, layoffs shall occur in the following order:

1. All regular status employees serving an original probationary period in the classification and department in which the layoff is to occur; then
2. All regular status employees who have completed an original probationary period, in the classification and department in which the layoff is to occur, in order of seniority, with the employee having the lowest number of seniority points being laid off first.

Section 3 – Seniority Points

The formula for establishing seniority points shall be as follows:

- A. One point shall be given for each complete month of credited service for the following:
 1. University (and/or predecessor organizations) and State service including service as medical system University personnel as defined in Section 13-301(q) of the Education Article, Annotated Code of Maryland;
 2. Service with the department where the layoff is to occur; and
 3. Service in the job classification and its job series where the layoff is to occur.
- B. For creditable service of less than a complete month, the employee shall be credited with .032 points for each day of creditable service.

- C. For part-time employees, creditable service shall be determined by the funded percentage of the position.
- D. The combined total of all points shall determine the order of layoff. If two or more employees in the same classification have the same number of seniority points: the Divisional Vice President, with approval of the President or his/her designee, will determine the employee(s) to be retained based upon a reasonable written evaluation of the specific objective skills, knowledge, and abilities of each employee, prepared by the Department Head or Chairperson.

Section 4 – Displacement Rights

Employees covered by this Agreement who are notified that they are being laid off may elect to exercise displacement rights as provided herein. An employee's election to exercise displacement rights must be made by giving written notice to the Office of Human Resources within fifteen (15) calendar days of the notice to the employee of the layoff.

Grant, Contract or Self-Funded Positions

Employees who are defined as grant, contract or otherwise self-funded are employed contingent upon the continued availability of funding. Grant, contract, or self-funded employees shall be defined as those employees whose salary is not supported by the State. If funding expires, is reduced or is terminated, bargaining unit employees become subject to termination based on the lack of funding. Grant, contract or self-funded employees are precluded from exercising any displacement rights or privileges regardless of tenure or seniority.

- 1. An employee in a position which is to be abolished, discontinued, or vacated shall be allowed to displace another employee in the bargaining unit with less seniority in the same job classification, or if not available either.
 - a. Progressively to each lower classification in the same job series; or
 - b. In any other classification in which the employee held satisfactory regular status.
 - c. When displacing employees from classifications in which the displacing employee did not work the order of layoff shall follow Section 2 above.
- 2. The displacement as applied in one (1) above, shall not be limited to the department in which the employee is employed at the time that the notice of layoff is given.
- 3. An employee who elects not to displace another employee or who is ineligible to displace another employee in accordance with this Section shall be laid off.
- 4. An employee who is displaced under this Agreement is subject to the terms and conditions of this Agreement.

Section 5 – Recall List

An employee who is laid off shall be recalled for reappointment following a layoff if, within two (2) calendar years from the effective date of layoff, the specific position from which the layoff occurred is reestablished, provided the employee continues to meet minimum qualifications of the job. For purposes of the job classifications unique to the Physical Plant Department, (e.g., housekeeper, groundskeeper, or maintenance aide), the term "specific position" includes any job in the respective classification in which the layoff occurred. For all other job classifications in the Physical Plant or any other department, "specific position" means the actual position from which the employee was laid off.

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The University shall publish and keep a current list of positions being recruited on the MSU website and the job hotline. Laid-off employees interested in other position vacancies for which the employee meets minimum qualifications shall be informed of these job vacancies via the MSU website and job hotline and shall be granted interviews accordingly under this section.

1. Notice of recall from a layoff shall be sent to the employee by certified mail, return receipt requested to the last known address of the employee. The employee is obligated to notify the University of any address changes during the layoff period.
2. The recalled employee shall have up fourteen (14) calendar days following receipt of the recall notice to notify the University of their intention to return to work.
3. The recalled employee shall have up to twenty-one (21) calendar days following receipt of the recall notice to actually return to work.

Section 6 – Severance Package

Laid off employees who are eligible may receive the following severance package:

1. Tuition Waiver:
 - a. Employees who are laid off, who have completed less than ten (10) years service with the University and who are receiving tuition waiver at the time of layoff may complete the semester in which the lay-off occurs at whatever qualifying institution they are attending at that time, and they may receive tuition waiver for one additional full-time semester or two additional part-time semesters, not to exceed a total of 18 credit hours, at MSU's campus only.
 - b. Employees who are laid off, who have completed more than ten (10) years service with the University and who are receiving tuition waiver at the time of layoff, may complete the semester in which the lay-off occurs at whatever qualifying institution they are attending at that time, and they may receive tuition waiver for two additional full-time semesters, at MSU's campus only.
 - c. For purposes of this Section, full-time shall be considered twelve (12) credit hours or more.
 - d. The tuition waiver benefit described in this Section is for the employee only, with the exception that any employee dependent enrolled in coursework in the semester in which the employee is laid-off and receiving tuition waiver may continue to receive tuition waiver for the balance of that semester.
 - e. Said tuition waiver benefits must be initiated within the two (2) years recall period.
2. Laid-off employees shall be allowed to use the services of the Career Development Center for the purposes of developing a resume and conducting job searches.
3. Laid-off employees shall have access to the University's Career Development Center where they can use, at least, a phone, a copying machine, a fax machine and a computer to assist the laid-off employee in finding a new work or arranging for further education and training.

ARTICLE XXII – SAVINGS CLAUSE

If any provision of this agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal's competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect. In the event a provision is thus rendered invalid, upon written request of either party, the Employer and the Union shall meet within a reasonable amount of time and attempt to negotiate a substitute for the invalid provision.

ARTICLE XXIII – DURATION, RENEWAL AND REOPENERS

Section 1 – Duration

No provision of this MOU has retroactive application unless required by law. This MOU expires at 11:59 p.m. on June 30, 2020. The parties shall ensure that their respective ratification processes are completed as promptly as possible after the conclusion of negotiations.

Section 2 – Renewal

Should either party desire to renew this MOU, they may only do so by providing written notification of its intent to do so to the other party at least six (6) months prior to the expiration of this MOU. After notification is provided, the parties shall then make arrangements to commence negotiations for a successor MOU, such negotiations to occur during the last year of this MOU at dates and times agreed to by the parties. If neither party provides notice of its intent to renegotiate this MOU, it shall automatically be renewed for one year periods.

ARTICLE XXIV – CONTRACTING OUT

The University recognizes the integrity of the bargaining unit and shall make good faith efforts to use bargaining unit employees to perform non-exempt job functions in preference to contracting out with the private sector. The University agrees specifically to not contract out or supplement housekeeping, moving, and grounds keeping (except for emergencies, special events, snow removal contractors who use mechanical equipment, landscape contractors who provide periodic event-driven services and moving contractors who provide services in connection with large and/or out of the ordinary moves, e.g., relocating staff to a new building, specialty scientific equipment, Patuxent Environmental & Aquatic Research Laboratory). Subject to any restrictions set forth above and in applicable Maryland law, or as required by State Fin. & Proc. § 11-203(e)(4)(iii) and (iv) to be included in its Procurement Policies and Procedures, the University retains the right to contract out services. Where the University decides to contract out for services the University will, to the maximum extent practicable, provide the Union with written notice of the proposed outsourcing at least sixty (60) days before the issuance of a solicitation for the service contract and will be available to meet upon written request from the Union within a reasonable time after the request is made, to discuss the impact on the bargaining unit and to discuss alternatives to the service contract. The notice shall include a statement of the scope of work to be included in the service contract and identify which employees, if any are known, who will have their employment materially affected as a result of the contracting out of services. Employees who are laid off are subject to Article XXI – Layoff and Recall.

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Other than stated above, this section does not preclude the University from supplementing existing services with additional manpower in such a manner as will not materially affect the employment of existing employees, without providing 60 days' notice.

The University and the Union shall each select a team to bargain about the University's Procurement Policies and Procedures directly related to contracting for services that could be performed by bargaining unit employees, to ensure compliance with applicable Maryland law. The results of this bargaining shall be incorporated into the University's Policies and Procedures and be included in a side letter to this MOU.

ARTICLE XXV – PARKING AND TRANSIT

Section 1.

The University reserves the right to close and/or make other parking lot adjustments for special campus events, construction, or other activity as the needs arise. Employees shall be given advance notice and be provided with alternative campus parking accommodations.

Section 2.

The Employer agrees to provide information and procedures to employees covered under this MOU for them to obtain public transit services under the program offered to Maryland State employees.

Signature Page

MORGAN STATE UNIVERSITY



David Wilson
President, Morgan State University

3/22/18 Date

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES



Stuart Katzenberg, Chief Negotiator AFSCME

12/20/17 Date

AFSCME Bargaining Team

Leitra Carr

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