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# MEMORANDUM OF UNDERSTANDING

Frostburg State University ("FSU")

and

the American Federation of  
State, County and Municipal Employees  
("AFSCME")

Nonexempt Bargaining Unit

Effective  
February 14, 2014 to June 30, 2016





# TABLE OF CONTENTS

	Page
<b>PREAMBLE</b> .....	1
<b>ARTICLE 1. RECOGNITION</b> .....	2
1.1. Exclusive Representative .....	2
1.2. Definition of Nonexempt Bargaining Unit .....	2
1.3. Job Classifications .....	2
<b>ARTICLE 2. NON-DISCRIMINATION</b> .....	2
<b>ARTICLE 3. MANAGEMENT RIGHTS</b> .....	3
3.1. Scope of Rights .....	3
<b>ARTICLE 4. UNION RIGHTS</b> .....	4
4.1. Right of Access .....	4
4.2. Representation Rights .....	4
4.3. Means of Communication .....	4
4.4. Bulletin Boards .....	4
4.5. Right to Information .....	5
4.6. New Employee Orientation .....	5
4.7. Union Job Stewards .....	5
4.8. Meeting Space .....	6
<b>ARTICLE 5. EMPLOYEE RIGHTS</b> .....	6
5.1. In General .....	6
<b>ARTICLE 6. SCOPE OF AGREEMENT</b> .....	6
<b>ARTICLE 7. LABOR-MANAGEMENT COMMITTEE</b> .....	7
7.1. Purpose of the Committee .....	7
7.2. Composition of the Committee .....	8
<b>ARTICLE 8. HOURS OF WORK AND OVERTIME</b> .....	8
8.1a. Workweek and Work Schedules .....	8
8.1b. Work Schedule Changes .....	8
8.1c. Housekeeping and Groundskeeping Assignments .....	9
8.2. Timesheets .....	9
8.3. Work Breaks .....	9
8.4. Lunch Break .....	9
8.5. Copy of Job Description .....	10
8.6. Overtime .....	10
8.7. Distribution of Overtime .....	10
8.8. Overtime List .....	10
8.9. Acceptance and Rejection of Overtime .....	11
8.10. Payment for Overtime Worked .....	12

8.11. Advance Notice .....	12
<b>ARTICLE 9. WAGES .....</b>	<b>12</b>
<b>ARTICLE 10. OTHER COMPENSATION .....</b>	<b>12</b>
10.1. Shift Differential .....	12
10.2 Acting Capacity Pay .....	13
10.3. Hazardous Duty Pay (Asbestos) .....	13
10.4. On-Call .....	13
10.5. Call Back .....	14
10.6. Report Pay and Cancellation Pay .....	14
10.7. Pay on Reinstatement .....	14
10.8. Pay on Completion of Probation .....	15
<b>ARTICLE 11. HOLIDAYS .....</b>	<b>15</b>
11.1. Recognized Holidays .....	15
11.2. Day of Observance .....	16
11.3. Holiday Pay and Substitute Holidays .....	16
11.3a. Holiday Pay and Substitute Holidays – 24/7 Operations .....	16
11.3b. Holiday Pay and Substitute Holidays – Procedures .....	16
11.4. Use of Holidays .....	17
11.5. Holiday Termination Payment .....	17
<b>ARTICLE 12. LEAVES .....</b>	<b>17</b>
<b>ARTICLE 13. SICK LEAVE .....</b>	<b>17</b>
<b>ARTICLE 14. UNION LEAVE .....</b>	<b>18</b>
<b>ARTICLE 15. PERFORMANCE EVALUATIONS .....</b>	<b>18</b>
15.1. Performance Ratings .....	18
15.2. Expectations Meeting (Establish Goals and Objectives) .....	18
15.3. Probationary and Mid-Year Performance Evaluations .....	19
15.4. Year-End Performance Evaluation .....	19
15.5. Deficient Performance .....	20
15.6. Evaluation of the Department Head or Designee .....	20
15.7. Performance Evaluation Pay Adjustment .....	20
<b>ARTICLE 16. DISCIPLINARY PROCEDURES .....</b>	<b>21</b>
16.1. Discipline .....	21
16.2. Disciplinary Actions .....	22
16.3. Right to Union Representation .....	23
16.4. Grievance of Disciplinary Action .....	24
<b>ARTICLE 17. GRIEVANCE PROCEDURES .....</b>	<b>24</b>
<b>ARTICLE 18. PROBATIONARY PERIOD .....</b>	<b>24</b>
18.1. New Employees .....	24
18.2. Status Change Employees .....	25

<b>ARTICLE 19. MISCELLANEOUS</b> .....	25
19.1. Access to Campus Facilities .....	25
19.2. Release Time for Campus-Sponsored Committees .....	25
19.3. Attendance at Job-Related Trainings .....	26
19.4. Attendance at Job Interviews .....	26
<b>ARTICLE 20. UNIFORMS AND EQUIPMENT</b> .....	26
20.1. Uniformed Job Classifications .....	26
20.2. Replacement of Uniforms .....	26
<b>ARTICLE 21. INSURANCE AND BENEFITS</b> .....	27
<b>ARTICLE 22. RETIREMENT</b> .....	27
<b>ARTICLE 23. TUITION REMISSION</b> .....	27
<b>ARTICLE 24. HEALTH AND SAFETY</b> .....	27
24.1. General Duty .....	27
24.2. Unsafe Conditions .....	27
24.3. Joint Health and Safety Committee .....	28
24.4. Duties of the Health and Safety Committee .....	28
24.5. Investigative Reports .....	28
24.6. No Loss of Compensation .....	29
24.7. Personal Protective Clothing and Equipment .....	29
24.8. Communicable Diseases .....	29
24.9. Hepatitis B .....	29
24.10. Cardiopulmonary Resuscitation (CPR) Training .....	29
24.11. Asbestos .....	29
24.12. Medical Monitoring .....	29
24.13. Inspection by Governmental Agencies .....	30
<b>ARTICLE 25. NO STRIKES AND NO LOCKOUTS</b> .....	30
25.1. Strikes .....	30
25.2. Lockouts .....	30
<b>ARTICLE 26. SEVERABILITY</b> .....	30
<b>ARTICLE 27. LAYOFF AND RECALL</b> .....	31
27.1. Layoff Notice .....	31
27.2. Order of Layoff .....	31
27.3. Seniority Points .....	31
27.4. Displacement Rights .....	32
27.5. Recall List .....	32
27.6. Severance Package .....	33
<b>ARTICLE 28. CONTRACTING OUT</b> .....	34
28.1. Bargaining Unit Work .....	34

<b>ARTICLE 29. PARKING</b> .....	34
29.1. Parking .....	34
29.2. Changes to Fee Structure .....	35
<b>ARTICLE 30. PERSONNEL FILES</b> .....	35
30.1. Official Personnel File – Definition .....	35
30.2. Confidentiality .....	36
30.3. Review of Official Personnel File .....	36
30.4. Disciplinary Documents .....	36
<b>ARTICLE 31. CLASSIFICATION/RECLASSIFICATION AND PAY ADJUSTMENT</b> .....	36
31.1. Posting .....	36
31.2. Employee Eligibility .....	37
31.3. Classification .....	37
31.4. Reclassification .....	37
31.5. Grievances .....	37
<b>ARTICLE 32. DURATION, RENEWAL AND REOPENER</b> .....	37
<b>SIGNATURE PAGE</b> .....	38
<b>ALPHABETIC INDEX</b> .....	39
<b>Appendix 1. Memorandum of Agreement</b>	
<b>Appendix 2. Memorandum of Agreement/Side Letters</b>	
<b>Appendix 3. Side Letter 1A</b>	
<b>Appendix 4. USM References</b>	

## PREAMBLE

This Memorandum of Understanding (MOU) is entered into by Frostburg State University (Employer or University) and the American Federation of State, County, and Municipal Employees (Union or AFSCME). It is understood that the Board of Regents of the University System of Maryland (USM) must approve this MOU and that agreements on issues requiring funding or approval by the General Assembly of Maryland are tentative pending approval and funding by the General Assembly of Maryland. The provisions of this MOU shall in no way diminish or infringe any rights, responsibilities, powers or duties conferred by the Constitution of the State of Maryland, or the Annotated Code of Maryland, including State Personnel and Pensions Article (SPP), Title 3, Annotated Code of Maryland. In the event of an inconsistency between this MOU and the law, the law shall prevail.

## ARTICLE 1. RECOGNITION

### 1.1. Exclusive Representative

The University recognizes the Union as the exclusive representative of the employees, as defined in Section 1.2 of this Article, for the purpose of negotiating collectively with the University pursuant to SPP, Title 3, with respect to wages, hours, and other terms and conditions of employment. For employees covered by this MOU, the University will not negotiate with any other Union or employee organization on matters recognized by the State Higher Education Labor Relations Board (SHELRB) as subjects of bargaining.

### 1.2. Definition of Nonexempt Bargaining Unit

The terms "employees," "bargaining unit employees," and "employees covered by this MOU" as used in this MOU shall mean all nonexempt employees in the nonexempt employees bargaining unit at FSU, exclusive of managerial, supervisory and confidential employees as certified by the SHELRB.

### 1.3. Job Classifications

- A. Should any new nonexempt job classification(s) be created, the Employer shall notify the Union at least 30 days prior to the intended date of implementation.
- B. If it is believed that the bargaining unit status of a classification has changed, the University or the Union, whichever is proposing the change, shall notify the other. Following such notice, if the parties are in disagreement over whether or not the classification should be included in the unit, they will meet and attempt to resolve the issue.
- C. Any unresolved dispute between the parties regarding whether or not a job classification or classifications should be included in the bargaining unit covered by this MOU may be submitted to the SHELRB by either party pursuant to its regulations. The decision of SHELRB shall be final and binding on both parties subject to any appeal rights provided by law.

## ARTICLE 2. NON-DISCRIMINATION

It is the policy of the University and AFSCME to prohibit discrimination in employment against any employee because of race, age, color, religion, creed, gender, sexual orientation, country of national origin, disability, marital status, or labor organization affiliation or lack of affiliation, or any other category protected by Federal, State of Maryland, Allegany County, and City of Frostburg, law and to promote and implement a positive and continuing program of equal employment opportunity.



## ARTICLE 3. MANAGEMENT RIGHTS

### 3.1. Scope of Rights

The Employer retains the sole and exclusive authority for the management of its operations and may exercise all rights, powers, duties, authority and responsibilities conferred upon and invested to it by all laws including, but not limited to, Title 3, SPP. It is agreed by the parties that any section of this MOU that conflicts with current law, in particular, Title 3 SPP, can be changed by the Employer after providing the Union with an opportunity to bargain over the proposed change. It is understood and agreed by the parties that, except as limited by specific sections of this MOU, the Employer possesses all other rights, powers, duties, authority and responsibilities to operate and manage all aspects of its operations, including but not limited to, its departments, agencies, and programs and carry out constitutional, statutory, and administrative policy mandates and goals, including, but not limited to, the right to:

- A. Determine the mission, budget, organization, numbers, types and grades of employees assigned, the work projects, tours of duty, methods, means and personnel by which its operations are to be conducted, technology needed, internal security practices, relocation of its facilities;
- B. Maintain and improve the efficiency and effectiveness of operations;
- C. Determine the services to be rendered, operations to be performed, and technology to be utilized;
- D. Determine the overall methods, processes, means and classes of work or personnel by which governmental operations are to be conducted;
- E. Hire, direct, supervise, and assign employees;
- F. Promote, demote, discipline, discharge, retain, and layoff employees;
- G. Terminate employment because of lack of funds, lack of work, under conditions where the Employer determines continued work would be inefficient or nonproductive, or for other legitimate reasons;
- H. Set the qualifications of employees for appointment and promotion, and set standards of conduct;
- I. Promulgate and/or implement State, USM, University or department rules, regulations, policies or procedures;
- J. Provide a system of merit employment according to the standard of business efficiency; and

- K. Take actions, not otherwise specified in this Article, necessary to carry out the mission of the Employer.

## **ARTICLE 4. UNION RIGHTS**

### **4.1. Right of Access**

Union representatives shall have reasonable access to areas in which employees work, with prior notice and approval by the Employer, for the purpose of administration of this MOU. It is understood that such representatives will not disturb the work of employees while visiting the Employer's facilities. Approval for access described in this section shall not be unreasonably denied.

### **4.2. Representation Rights**

Upon request, a bargaining unit employee may have Union representation in the processing of a complaint, as provided in Article 17–Grievance Procedures, or in a disciplinary matter as provided in Article 16–Disciplinary Procedures.

### **4.3. Means of Communication**

The Union shall be permitted to use internal University mail systems, including computer/electronic mail and fax for mailings to the employees covered by this MOU, provided that such use does not interfere with the Employer's operations and is for legitimate Union purposes. If the Employer can illustrate that the Union is not using equipment or services in a manner consistent with this section, the Employer shall notify the Union and provide the specific usage(s) it finds in violation of this section. A meeting between the Employer and the Union shall take place within two business days in which the parties shall attempt to resolve the matter. If no agreement is reached, the Employer may revoke the Union's use of the equipment and services. The Union may submit to the Grievance Procedure outlined in this Agreement the issue of whether the Employer's revocation is in compliance with this Article. Confidentiality shall be maintained subject to the Employer's security needs. Mass mailings, through the Employer's mail processing department, shall be limited to four per calendar year.

### **4.4. Bulletin Boards**

The Employer shall provide space for a lockable bulletin board, provided by the Union, at the Physical Plant, the Hitchins Administration Building, the Guild Center, Frampton Hall, Compton Science Center, the Lewis J. Ort Library, Pullen Hall, Sand Spring, the Physical Education Center, and the Lane Center. These bulletin boards shall be for the exclusive use of the Union. The Union shall be responsible for the posting of all items on the bulletin board. Each item posted shall be dated and initialed by the Union official approving the posting. The Union shall ensure that posted items are not illegal, defamatory, factually inaccurate, partisan, or political and that no item is detrimental to the safety and security of the University. At the time of posting, the Union shall provide an informational copy of all items to the Employer. The Union may also, subject to the aforementioned limitations and in accordance with University policies on distribution of information and solicitation, display

information on any other University bulletin boards used for the dissemination of public information.

#### **4.5. Right to Information**

- A. The University shall provide to the Union the following information by electronic means: new hires, including contractual employees hired into permanent position, separations, promotions, transfers and reclassifications, for all bargaining unit employees. New hire employee information shall be provided at the beginning of each month and will include actions processed during the preceding month. Other personnel actions listed above will be provided to the Union on a quarterly basis. In addition, on a monthly basis the University shall provide the Union with an electronic spreadsheet containing all bargaining unit members and listing each member's name, job code description, internal business title, division, department, union code, and e-mail address. Notwithstanding anything to the contrary in the above provisions, the Employer shall provide employee information in accordance with the provisions of Maryland Annotated Code, State Personnel and Pensions Article, Sec. 3-2A-08.
  
- B. Upon request by the Union, the Employer will also provide, in accordance with the Maryland Public Information Act, any other relevant and necessary information that the Union is entitled to as the exclusive representative of bargaining unit employees.

#### **4.6. New Employee Orientation**

One Local 239 Union officer or job steward shall be granted 20 minutes during new employee orientation sessions organized by the Employer to meet with new bargaining unit employees and to make a presentation on behalf of the Union. In the event the Employer does not provide for an employee orientation, a Local 239 Union officer or job steward and the new bargaining unit employee will be allowed 20 minutes without loss of compensation, to meet during work time to discuss information pertaining to the role of the Union. The Union officer or job steward shall notify and obtain approval from his/her own supervisor as well as the new employee's supervisor. Approval of the 20 minutes of release time for the purpose stated in this section will not be unreasonably denied and in no event shall be withheld for more than five working days after notification has been provided.

#### **4.7. Union Job Stewards**

The Union may appoint or elect certain bargaining unit employees to serve as Union job stewards. There will be a total of five stewards representing employees covered by this MOU. Consistent with operational needs, the Employer will allow reasonable release time, without loss of compensation, to job stewards for the purpose of attending grievance meetings with the Employer. Typically, a complaint will have no more than one Union representative (President or job steward) in attendance at a grievance hearing. Exceptions may be granted by mutual agreement of the parties. This limitation does not apply to non-University employee staff representatives. The Union will submit a list of job stewards to the Employer within 90 days after the ratification of this MOU, and thereafter will notify the Employer in writing as to any changes to the job stewards' list.

**4.8. Meeting Space**

The Employer agrees to provide, at no cost to the Union, available meeting space to conduct Union related meetings provided that the Union submits a written request for the use of facilities at least five working days in advance of the date of the meeting and complies with University reservation procedures. The University will respond to a written request within two business days. When a request for use of meeting space is denied, the Employer will also follow-up with a written notification. The Employer shall not discriminate against the Union or its members when assessing the feasibility of providing meeting space for Union business, nor shall the Employer unreasonably deny a request.

**ARTICLE 5. EMPLOYEE RIGHTS**

**5.1. In General**

In addition to all rights granted under this MOU, 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. Further, Management agrees to abide by Section 3-304, Title 3, of the State Personnel and Pensions, Annotated Code of Maryland barring the University from actions to (1) interrupt or prevent the continuity of the employees' usual work for the purpose and with the intent of coercing the employees into relinquishing rights guaranteed by this title; or (2) bring economic pressure on employees for the purpose of securing the agreement of their exclusive representative to certain collective bargaining agreement terms.

**ARTICLE 6. SCOPE OF AGREEMENT**

**6.1.** The specific provisions of this MOU supersede the corresponding specific terms of previously established policies and procedures maintained by the University. This MOU may be modified only by the written agreement of the University and AFSCME. All Board of Regents (BOR) and University policies and procedures shall remain in full force and effect unless modified specifically by this MOU or changed as provided below.

**6.2.** 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 Employer and the Union agree that for the life of this MOU, each waives the right, and neither shall be obligated to bargain collectively with respect to: 1) any subject specifically referred to in this MOU; 2) subjects on which the Union made, or could have made, proposals during bargaining, but about which no agreement was reached, so long as the Union was aware or reasonably should have been aware of the subject during the bargaining process. The parties further agree and intend that the waiver set forth herein shall be construed as consistent with the provisions of the Preamble to this MOU and enforceable.

- 6.3. The University and the Union acknowledge their mutual obligation to negotiate as defined and limited by law and this MOU over Employer proposed changes in wages, hours and other terms and conditions 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. The minimum notice to the Union of the intended change in working conditions subject to this obligation is ordinarily 60 calendar days prior to the proposed implementation of the change. If required to meet a legislative mandate or an emergency situation (including an emergency fiscal management issue), management will notify the Union as soon as possible prior to the proposed implementation of the change. This notification must indicate the legislative mandate or emergency situation as well as any known timeframes in conjunction with this mandate. The Union may request bargaining within this notice period. Where the Union does not request bargaining, the University is free to implement the changes. Where the Union does request bargaining, but does not request information, the Union shall submit proposals in response to the Employer's intended changes within ten calendar days of its request to bargain, and the parties will meet promptly to discuss the changes and any proposals submitted by the Union. This ten day time limit may be extended by written agreement of the parties. It is understood and agreed by the parties that, in the event the Union requests information relevant to the proposed change(s), the timeframe associated with the submission of proposals shall commence upon the University providing to the Union the information to which the Union is entitled. The Union agrees that it will tailor its information requests so as not to unduly delay this process.
- 6.4. The Union's ability to negotiate does not provide the Union with a "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.
- 6.5. This article is also subject to Article 26-Severability.

## **ARTICLE 7. LABOR-MANAGEMENT COMMITTEE**

- 7.1. **Purpose of the Committee**  
The University and the Union agree to create a Labor-Management Committee for the purpose of identifying issues of concern to either party and to jointly procure solutions to such concerns. The Committee shall also serve as a forum for discussion of any issues associated with the implementation of any aspect of this MOU. However, the Committee

shall not serve as a substitute for formal negotiations when such is necessary and required.

**7.2. Composition of the Committee**

The University and AFSCME shall appoint four members each to the Labor-Management committee. The committee shall meet at least once a month for the first six months and every other month, or as needed, after that. Each of the parties shall alternate as chair.

## **ARTICLE 8. HOURS OF WORK AND OVERTIME**

**8.1a. Workweek and 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 in the employee's standard workweek. Unless modified by the Employer, the normal standard workweek is 40 hours per week and runs from Monday through Friday. It is understood that there may also be workweeks other than Monday through Friday in 24/7 or other special operations. The administrative workweek for purposes of reporting work time begins at 12:00 a.m. on Wednesday and ends at 11:59 p.m. on Tuesday. All overtime pay is based on the administrative workweek and the Fair Labor Standards Act (FLSA) and the provisions of Section 6 (paid leave counts as work time). There is no guarantee of the number of hours of work in a day or week.

**8.1b. Work Schedule Changes**

- A. The Employer has the right to implement any work schedule change it deems appropriate so long as the work schedule and employee compensation comports with the Fair Labor Standards Act (FLSA) and this MOU. When the University decides that more positions are needed on another shift or that a transfer from one shift to another is needed on a permanent basis, the University shall first ask for qualified volunteers to fill the positions or need on the other shift. If the number of volunteers is insufficient, then the University shall require the least senior qualified person in the affected classification to be transferred. In the event the Employer implements a permanent change in an employee's work schedule, the Employer will provide the affected employee with 14 calendar days advance notice.
- B. The University reserves the right to transfer employees as necessary and appropriate to resolve personnel disputes, meet specific operational needs, or carry out disciplinary actions. Under those circumstances, Sub-sections 8.1a and 8.1c. shall not apply.
- C. Employees may request and, in accordance with operational needs and with the approval of the supervisor, be approved temporary changes in their regular work schedule including flextime, "make-up" time and shift changes.

### **8.1c. Housekeeping and Groundskeeping Assignments**

- A. When a vacancy or transfer opportunity occurs in the Housekeeping and Groundskeeping Departments, current housekeeping and groundskeeping employees shall be notified in writing and shall have five days to bid on the vacancy or transfer. (A form shall be provided.) First consideration shall be given to interested employees in the complex/area where the vacancy/transfer opportunity exists. If the number of volunteers is insufficient, the University shall require the least senior qualified person in the department to be transferred. If the number of bids exceeds the number of vacancy/transfer opportunities, the most senior person shall be awarded the bid. In the event of a tie, the employee with the highest average PMP score over the past three years shall be awarded the bid. (For purposes of this article, seniority shall be counted as time spent in a housekeeping/groundskeeping classification.) Employees who fail to return a bid form by the posted deadline shall be counted as "not interested."
- B. This article shall apply to lateral transfers only. Promotional opportunities are governed by Article 31-Classification/Reclassification/Pay Adjustment.

### **8.2. Timesheets**

Employees are required to record all hours worked and absences (paid and unpaid) on their timesheets.

### **8.3. Work Breaks**

There shall normally be two paid duty-free rest periods of 15 minutes each for all full-time assignments. Rest periods shall be scheduled towards the mid-point of the first and second parts of the daily schedule. Rest periods will be taken at the employee's work location. (For this section only, work location shall mean the building/area where an employee is assigned on a particular day.) During a break period, the employee is free to move about the campus.

### **8.4. Lunch Break**

- A. There shall be a duty-free unpaid lunch break of at least 30 minutes for employees working on assignments of eight hours or more. Lunch breaks should normally be scheduled at approximately the mid-point of the employee's regular work shift. Employees, with prior approval of the supervisor, may choose a daily schedule encompassing nine hours, which allows a 60 minute duty-free unpaid lunch break.
- B. Due to the nature of the operation, employees serving as police communication officers and tour engineers are to take up to a 30 minute paid meal break while on duty with notification to and approval of the supervisor. While attending training, employees will take an unpaid lunch break that coincides with the training schedule except that application of this unpaid meal provision shall not result in an employee receiving less than eight hours pay for that day. Employees may not leave campus while on duty without supervisor approval and must be available to return to their job duties immediately where necessary.

**8.5. Copy of Job Description**

The Employer retains the right to change an employee's job-related duties. Upon initial employment and upon each significant change in duties and/or job classification thereafter, each full-time or part-time bargaining unit employee shall be furnished a copy of his/her job description. A job specification is a statement of the essential components of a job class including a summary of the work to be performed, primary job duties and responsibilities, and the minimum qualifications and requirements necessary to perform the essential functions of the job. OHR maintains USM Job Specifications for nonexempt positions. A job description is a statement of the actual duties and responsibilities that an employee performs in a particular office or department. Employee job descriptions are developed in accordance with and duties shall be within the parameters described by the USM Job Specification. Terms such as "other duties as required" shall mean job-related duties relevant to the position.

**8.6. Overtime**

Employees shall receive 1-1/2 times their regular rate of pay for hours worked in excess of 40 hours per workweek in accordance with the FLSA. All hours worked and paid in excess of 40 in a week must be pre-approved by the employee's supervisor. Hours worked shall include paid sick, annual, holiday, administrative, and personal leave.

**8.7. Distribution of Overtime**

- A. The Employer will make reasonable efforts to distribute overtime as equally as possible among all employees within a specific job classification in their respective department/office. Every supervisor or management representative responsible for the assignment of overtime shall maintain a list of all employees in his/her department/office (arranged by seniority) and an associated calendar with the dates that overtime was offered to each employee and the number of hours of overtime offered to each employee in his/her department/office.
- B. Upon request of the Union President or designee, the supervisor/management representative shall provide a copy of the overtime distribution list to the Union once during the first week of January and once during the first week in July. In the event that a certain employee(s) has been offered 16 or more hours less overtime opportunity than another employee in the same classification and department, in the preceding six month period, (January-June; July-December), the University shall correct the imbalance by allowing the employee with 16 fewer hours, the opportunity to work the first sixteen hours of overtime available from the date the list is reviewed and notice is given to management regarding the imbalance. Discrepancies must be brought to the attention of management within seven days of submission of the list to the Union.

**8.8. Overtime List**

- A. Whenever practical, overtime shall be assigned on a rotating basis by seniority from an existing list containing the names of qualified full-time employees in the department who have volunteered to be placed on the overtime list and normally perform the work



being assigned for overtime. Initial distribution of overtime shall be on the basis of departmental seniority with the first opportunity being offered to the bargaining unit member with the highest seniority. Thereafter, it shall be administered on a rotating basis as provided in Section 8.9. The list shall be established within 60 days after the ratification of this contract and shall be revised as necessary. The list shall be available to the Union upon request.

- B. However, due to operational needs, the Employer may assign mandatory overtime work as needed, without regard to the overtime list. Mandatory overtime would begin with the least senior qualified employee in the affected classification in the department and if more employees are needed then the next least senior qualified person and so on.
- C. In the engineering department, "tour coverage" overtime will first be offered to employees permanently assigned to tour man responsibilities. A volunteer list of qualified employees within the engineering department will be established. This list, rotating from the senior person, will be utilized to cover tour overtimes not covered by permanent tour men. Mini tours will be utilized during the week when necessary.
- D. In the Grounds Department, the Employer will make reasonable efforts to cross train employees to increase overtime eligibility.
- E. Within 60 days of the beginning of this MOU and then every November 1, the University shall ask for volunteers to operate snow plows. Qualified volunteers shall form a pool of snow plow operators. When snow plows need to be operated such work shall first be offered to motor vehicle operators followed by employees of the automotive shop. When automotive shop employees are unable to keep up with plowing operations the snow plow list shall be utilized. Unless prohibited by operational needs (ex. Mechanics needed to perform mechanical work), the University shall offer overtime in order of seniority to the snow plow operators pool. Reasonable effort will be made to keep snow plow operators pool overtime opportunities equal.
- F. The snow plow operator's pool overtime list will be kept separate from the employees' normal job classification/department overtime list.
- G. On the date when overtime is offered, employees on approved leave, military leave, layoff, long-term illness, suspension, or otherwise unavailable or absent during their normal working hours shall not be eligible for overtime opportunities and shall be treated the same as employees who have refused overtime work.

#### **8.9. Acceptance and Rejection of Overtime**

An employee who is offered an overtime opportunity and is unavailable or refuses the overtime, for whatever reason, shall be, for purposes of rotation only, charged the same as if the employee had accepted and worked the overtime offered and shall be placed at the bottom of the list and the supervisor shall offer the overtime to the next person on the list. Upon exhausting the list, the Employer may require the least senior employee in the affected classification in the department to work the overtime. In such circumstances, the

Employer will make overtime assignments in accordance with Sections 8.7 and 8.8. On the date when overtime is offered, employees on approved leave, military leave, layoff, long-term illness, suspension, or otherwise unavailable or absent during their normal working hours shall not be eligible for overtime opportunities and shall be treated the same as employees who have refused overtime work.

**8.10. Payment for Overtime Worked**

Payment for overtime hours worked under this MOU shall be paid to the employee in accordance with the FLSA and University and Central Payroll policies and procedures and the provisions of Section 8.6 (paid leave counts as work time).

**8.11. Advance Notice**

The Employer shall normally provide notice of required overtime work at least 24 hours in advance of such overtime. Refusal of overtime work by employees on the basis that management did not provide advance notice within the time limits (24 hours) shall not be charged against those employees and their place on the overtime list shall remain as if no rejection of overtime occurred. The Employer retains the right under any circumstances to require the least senior qualified employee to perform the overtime work.

## **ARTICLE 9. WAGES**

*Refer to: Appendix 1, Memorandum of Agreement. Wages and Compensation, pages 3 - 5*

## **ARTICLE 10. OTHER COMPENSATION**

**10.1. Shift Differential**

A. An employee who regularly works a qualifying shift is eligible for shift differential pay for hours actually worked subject to the conditions set forth below. A qualifying shift means a full-time or permanent part-time shift that starts at or after 2:00 P.M. and at or before 1:00 A.M. The rate of shift differential pay is \$1 per hour. Shift differential will be included in the regular rate calculation for the computation of overtime. The following provisions establish eligibility:

1. To qualify for shift differential, an employee must be employed on a 50 percent or more basis of full-time employment.
2. Shifts and eligibility for shift differential pay are not established by the time the employee begins to work, but rather by when an established shift starts.
3. An employee who works any part of a qualifying shift is eligible for shift differential pay on a prorated basis.

4. Shift differential is authorized for an employee who is permanently assigned to a qualifying shift while on approved leave with pay. An employee who is on a permanent schedule of rotating shifts is eligible to claim the shift differential only for leave taken while scheduled for a qualifying shift. However, such payment of shift differential will cease after ten full workdays of continuous paid leave for which there has been a shift payment.
- B. In an overtime situation where the employee continues working from a non-qualifying shift into a qualifying shift, the employee is eligible for a prorated shift differential provided the employee works at least one-half of the qualifying shift.

## **10.2. Acting Capacity Pay**

- A. When an employee is appointed to a higher level position on a temporary basis, the employee is in acting capacity and shall be eligible for acting capacity pay beginning on the 21<sup>st</sup> consecutive calendar day of work in the acting capacity, retroactive to the first day that the employee served in the acting capacity.
- B. The employee is eligible for a salary increase of not less than six percent. Upon conclusion of the acting appointment, the employee's salary reverts to the employee's last regular salary rate in effect prior to the acting appointment, subject to adjustment for any intervening salary adjustments, other than acting capacity pay, that have occurred. An employee who is in acting appointment status must meet the minimum qualifications of the position to which he or she is appointed.

## **10.3. Hazardous Duty Pay (Asbestos)**

Employees who perform asbestos work are eligible for a salary differential equal to 50 percent of their current hourly base rate of pay for all time spent actually performing such duties. Payment of this differential shall be on an hour-for-hour basis.

## **10.4. On Call**

- A. Employees may be placed in an on-call status at the direction of the University. The following guidelines apply:
  1. An employee assigned to on-call status is eligible to receive compensation in the amount of \$35 per day, plus appropriate wages for all hours worked. On-call pay shall be included in the computation for overtime wages.
  2. The employee must be accessible at all times and must immediately notify his/her supervisor if inaccessible. If inaccessible, on-call pay will be forfeited.
  3. An employee cannot be designated on-call for more than seven consecutive days, however he/she may be on-call for 24 hours on each of those days.

4. An employee who is assigned to on-call status and cannot be reached, or does not report within two hours of being contacted, will face disciplinary action and will not receive on-call pay for that day.
5. Employees will not receive on-call compensation if performance of the duties is an extension of the regular workday or workweek.
6. Essential employees are not automatically assigned to on-call status.
7. The University will make reasonable efforts to allocate on-call assignments among qualified eligible employees on a rotating basis.

**10.5. Call Back**

The University may, at its discretion, require an employee(s) to report to work in “call-back” capacity. Employees who are called to report to work on their regular day off, or that have been recalled to work after having left the Employer’s premises, shall be guaranteed a minimum of two hours of pay plus travel time at the applicable rate of pay. If an employee is called back on a shift, which qualifies for shift differential pay, the employee will receive the shift differential pay. Pre-scheduled overtime or an extension of the regular work day does not constitute a call-back situation.

**10.6. Report and Cancellation Pay**

- A. If an employee is scheduled to work a University function, or any other University special event outside of the normal work schedule and resulting in overtime, and is informed with less than 12 hours’ notice, that he/she is not needed to work the function or event, the employee will be eligible for cancellation compensation under the following terms:

If less than 12 hours of notice:	two hours pay
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If the employee receives no notice:	four hours pay
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- B. It shall be the responsibility of the employee to leave a reachable contact number and to respond to contact from the University.

**10.7. Pay on Reinstatement**

The University shall have the flexibility to authorize a salary for a position to be occupied by an individual eligible for reinstatement in keeping with the following provisions:

- A. Reinstatement to the Same Job Class

Upon reinstatement to a position within the same job class, the individual's salary shall be no less than the salary the individual held at the time of the most recent separation from USM service.

- B. Reinstatement to a Job Class with a Higher Maximum Salary  
Upon reinstatement to a position within a job class that has a higher maximum salary than the job class at the time of the individual's most recent separation, the individual's salary shall be no less than the salary the individual held at the time of most recent separation from UMS service, but no less than the minimum salary for the job class.
- C. Reinstatement to a Job Class with a Lower Maximum Salary  
Upon reinstatement to a position within a job class that has a lower maximum salary than the job class at the time of the individual's most recent separation, the individual's salary shall be no more than the salary received at the time of separation. The Vice President of Human Resources or designee shall determine the individual's salary within the range.

**10.8. Pay on Completion of Probation**

Upon satisfactory completion of probation, an employee shall be given an increase in pay equivalent to the merit increase approved and funded for the fiscal year in which the probationary period is completed.

## ARTICLE 11. HOLIDAYS

**11.1. Recognized Holidays**

- A. All employees in the bargaining unit earn the following recognized holidays:
- New Year's Day
  - Dr. Martin Luther King Jr's Birthday
  - President's Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Columbus Day
  - Election Day (General and/or Congressional)
  - Veterans Day
  - Thanksgiving Day
  - Friday after Thanksgiving Day
  - Christmas Day
- B. In addition, employees receive three University holidays, which shall be scheduled during Winter Recess each year. The actual dates of observation for paid holidays and University holidays vary from year to year. The current year's listing of observed dates for holidays may be found on the University personnel web page and in the on-line directory.

- C. Part-time employees on at least a 50 percent basis of full-time employment shall earn holiday leave on a prorated basis.
- D. Employees covered by this MOU may also earn any other holiday that is granted to all other University employees during the term of this MOU.

**11.2. Day of Observance**

When a holiday falls on a Saturday, it is observed the Friday before, and when a holiday falls on a Sunday, it is observed on the following Monday. The Employer reserves the right to assign holidays and such assignment shall be in accordance with the terms of this MOU.

**11.3. Holiday Pay and Substitute Holidays**

Employees shall receive compensation at their regular hourly rate for every holiday the employer observes. If an employee is required to work on a holiday or a day of holiday observance, the employee will be paid at the applicable rate of pay under the FLSA for all hours worked, including overtime if applicable, and normally be granted the holiday on a different day. At the employee's option, the employee may be paid at the applicable rate of pay for all hours worked and paid a regular day's pay (normally eight hours unless a different daily schedule applies) holiday pay at the straight time rate in lieu of being granted another day off. In addition, employees who are scheduled to work on one of the following holidays shall be paid a holiday stipend of \$100 for each listed day:

- 4<sup>th</sup> of July
- Thanksgiving Day
- Christmas Day
- New Year's Day.

**11.3a. Holiday Pay and Substitute Holidays – 24/7 Operations**

Holidays in 24/7 operations are prescheduled based upon the workweek schedule rotation. The Employer 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 under the FLSA for all hours worked, including overtime if applicable, and normally be granted the holiday on a different day. At the employee's option, the employee may be paid at the applicable rate for all hours worked and a regular day's pay (normally eight hours unless a different daily schedule applies) holiday pay at the straight time rate in lieu of being granted another day off.

**11.3b. Holiday Pay and Substitute Holidays – Procedures**

- A. Employees must notify their supervisor on a form developed for such purpose of their intent to receive the holiday pay or the substitute holiday option prior to working the holiday.

- B. Employees must have supervisory approval prior to scheduling a substitute holiday. Approval shall be based on operational needs and shall not be unreasonably denied.
- C. At the time an employee is scheduled to work a holiday, the supervisor will remind the employee to choose either a substitute holiday or to request holiday pay. As stated in 11.3.b.A, a form to indicate the employee's choice will be provided.

**11.4. Use of Holidays**

Employees are required to use holiday leave in the month in which the holiday is scheduled/observed. Holiday and University holiday leave may not be carried on the books for use at other times.

**11.5. Holiday Termination Payment**

Employees, who leave their employment at the University for any reason, are entitled to be paid for any unused holiday leave that has been earned as of the date of separation. If a holiday is taken and the employee severs employment before the holiday is earned, the employee will pay back the holiday upon severance.

**ARTICLE 12. LEAVES**

<i>Refer to:</i>	<b><i>Annual Leave</i></b>	<i>Appendix 1, MOA, Page 19</i>
	<b><i>Personal Leave</i></b>	<i>Appendix 1, MOA, Page 19</i>
	<b><i>Leave Reserve Fund (LRF)</i></b>	<i>Appendix 1, MOA, Page 19</i>
	<b><i>Family and Medical Leave Act (FMLA)</i></b>	<i>Appendix 1, MOA, Page 21</i>
	<b><i>Jury Service and Legal Actions Leave</i></b>	<i>Appendix 1, MOA, Page 21</i>
	<b><i>Educational Leave and Professional Improvement Leave</i></b>	<i>Appendix 1, MOA, Page 22</i>
	<b><i>Administrative Leave</i></b>	<i>Appendix 1, MOA, Page 22</i>
	<b><i>Military Leave with Pay</i></b>	<i>Appendix 1, MOA, Page 22</i>
	<b><i>Call-up to Active Military Duty</i></b>	<i>Appendix 1, MOA, Page 22</i>
	<b><i>Leave of Absence without Pay</i></b>	<i>Appendix 1, MOA, Page 22</i>
	<b><i>Leave for Disaster Service</i></b>	<i>Appendix 1, MOA, Page 23</i>
	<b><i>Accident Leave</i></b>	<i>Appendix 1, MOA, Page 23</i>
	<b><i>Parental Leave</i></b>	<i>Appendix 1, MOA, Page 23</i>

**ARTICLE 13. SICK LEAVE**

*Refer to: Appendix 1, Memorandum of Agreement. Sick Leave, pages 10 – 18.*

## ARTICLE 14. UNION LEAVE

Refer to: *Appendix 1, Memorandum of Agreement. Union Leave, pages 8 and 9.*

## Article 15. Performance Evaluations

### 15.1. Performance Ratings

- A. Employees shall receive a written performance review at the end of their probationary period and every March/April thereafter. The purposes of the performance evaluation are to establish a communication tool to ensure that employees are performing at acceptable levels and to provide a means by which to document performance and to establish a procedure for correcting performance problems should they occur. An employee shall be rated on the achievement of performance goals and objectives established by the employee and supervisor during the annual expectations meeting as well as employee performance related to an established set of performance factors, established by the Employer and discussed with the employee at the expectations meeting. An employee shall receive one of the following ratings:
  - 1. Outstanding
  - 2. Above Standards
  - 3. Meets Standards
  - 4. Below Standards
  - 5. Unsatisfactory
- B. Employees, whose March/April performance review results in a rating lower than that received the previous year, shall receive a written explanation regarding what factors contributed to the lower rating.

### 15.2. Expectations Meeting (Establish Goals and Objectives)

- A. During March or April of each year, an employee will meet with the Department Head or designee who will be responsible for conducting the employee's performance review for the upcoming year.
- B. At the expectations meeting, the Department Head or designee and the employee will discuss the specific performance factors for which the employee will be held accountable and the employee and supervisor will establish the employee's performance goals and objectives for the upcoming year. Performance factors and performance goals and objectives should be reasonably specific, attainable, measurable, and job-related. The expectations meeting will be documented in writing and signed by both the Department Head or designee and the employee.



### 15.3. Probationary and Mid-Year Performance Evaluations

- A. An expectations meeting, in accordance with Article 15.2, will be held with each employee at the time of hire.
- B. When the employee's probationary period ends, the Department Head or designee, with input if applicable from the lead worker or "supervisor" to whom the employee is assigned, will prepare a written performance evaluation of the employee. The end of probationary period performance evaluation may include a self-assessment prepared by the employee, and shall address both an evaluation of the employee's performance and suggestions for ways that the employee and the Department Head or designee can work to address issues that have arisen.
- C. The employee and the Department Head or designee will meet to discuss the end of probationary period performance evaluation, and will document in writing the results of the evaluation and will include in that documentation:
  - 1. Any modifications made to the employee's job description;
  - 2. Specific tasks and standards established by the employee and the Department Head or designee that will assist the employee in accomplishing the employee's overall objectives for the next evaluation period;
  - 3. Any training needs established.
- D. In addition, although optional, supervisors are strongly encouraged to conduct mid-year performance evaluations, according to the aforementioned protocol, for all employees. Where an employee receives a year-end performance evaluation that is "Below Standards" or "Unsatisfactory" or is exhibiting performance below "Meets Standards" during the first half of the evaluation period and the employee remains employed, the Employer will conduct a mid-year performance evaluation and take other appropriate remedial measures until the employee's performance meets standards or the employee is terminated or demoted.

### 15.4. Year-End Performance Evaluation

- A. The end-of-year evaluation shall be based on those performance factors and goals and objectives established at the expectations meeting and shall include the following:
  - 1. An overall performance rating;
  - 2. Modification of the employee's job description (if applicable);
  - 3. Recommendations for training as appropriate.
- B. Where an employee did not have an opportunity to perform work described by a performance standard or goal and objective, that standard or goal and objective will not be considered in the year-end performance evaluation. All applicable performance factors and goals and objectives will be applied fairly and objectively. The University should take into account any equipment and resource problems, lack of training, frequency of work interruptions, and other matters outside of an employee's control

when applying performance factors and goals and objectives. 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 and performance goals and objectives, provided that where an employee has been placed on notice regarding a sick leave usage problem, the employee's sick leave usage may be taken into account.

- C. The performance evaluation requires a second signature. An individual superior to the individual preparing the performance evaluation and with knowledge of the department and the employee must review and approve the employee's end-of-year evaluation. This approval must be secured prior to the end-of-year evaluation meeting with the employee.
- D. The Department Head or designee shall meet with the employee, discuss the performance evaluation, and give the employee a copy of the end-of-year evaluation. The employee must sign the evaluation and a copy will be placed in the employee's personnel file.
- E. A statement of an employee's comments and/or objections to an evaluation may be attached and put in the employee's personnel file. Overall performance evaluations of "Meets Standards" or above may only be grieved through Step 2 of the grievance procedure; overall performance evaluations of "Below Standards" or below may be grieved through the entire grievance process.
- F. The Employer will not apply forced distributions or other limitations to employee ratings.

**15.5. Deficient Performance**

In the event management concludes that an employee's job performance is at a level that will result in an evaluation below "Meets Standards," therefore jeopardizing his/her eligibility to receive a merit increase, management will notify the employee. The employee will be given a reasonable amount of time to correct the performance deficiencies before a year-end performance evaluation is conducted unless the deficient performance warranting the denial of merit increase occurs late in the evaluation period. Failure to notify the employee pursuant to this provision shall not entitle the employee to a merit increase if the employee's performance does not warrant it.

**15.6. Evaluation of the Department Head or Designee**

Employees may anonymously evaluate, on an annual basis, in writing, on a form provided by the Employer, the Department Head or designee.

**15.7. Performance Evaluation Pay Adjustment**

Merit pay adjustments for employees with an annual rating of "Meets Standards" or above shall be governed by provisions of Article 9-Wages. Employees who receive ratings of "Below Standards" or "Unsatisfactory" are not eligible for merit increases, and may be subject to other corrective measures.

- 15.8 The Office of Human Resources (OHR) will work with supervisors and employees so that the processes detailed in this article are understood and carried out in a timely manner. Performance evaluations are tracked by OHR as completed and supervisors who fail to complete the process by the due date will be contacted and provisions of this article will be enforced.

## ARTICLE 16. DISCIPLINARY PROCEDURES

### 16.1. Discipline

- A. Nonexempt employees are responsible for adhering to University rules and regulations. The parties agree to the principle of progressive discipline with the normal sequence of actions being:
1. Counseling or Initial Discussion;
  2. Verbal Reprimand;
  3. Written Reprimand;
  4. Suspension without pay;
  5. Discharge from University service.
- B. The parties also recognize that depending on the severity of the offense, action may begin at any of these steps up to and including discharge
1. Investigations of alleged infractions of University rules and regulations will begin as soon as possible, but no longer than 30 days after the University has knowledge of or reasonably should have known of a work rule violation or unacceptable behavior. Disciplinary action, if warranted, will be imposed as soon as possible but no later than 30 days after completion of the investigation.
  2. The University shall provide written notice to the employee of the disciplinary action to be taken and the employee's appeal rights. Similarly situated employees will be treated similarly regarding the application of disciplinary action, but mitigating and aggravating circumstances may be considered. Any proposed disciplinary action involving suspension or discharge requires prior review by the Vice President of Human Resources or designee before it is administered to the employee. No employee shall be disciplined without cause.
  3. Upon the agreement of both Union and Management, the timeframes listed above may be extended.
- C. While not all inclusive, the following are examples of some offenses that will subject an employee to disciplinary action:
1. Poor performance of duties, including failure to follow instructions or to maintain established standards of workmanship or productivity.

2. Insubordination or willful disobedience including refusal to accept instructions from supervisors or other proper authorities.
3. Use of profane or abusive language on University premises, or actions that may be discourteous or harmful to others.
4. Threats, fighting, or other physical action against another person or horseplay while on University premises, including abusive, unruly, indecent or obscene conduct.
5. Continued absences or excessive tardiness that exhibit a pattern or trend.
6. Failure to inform the supervisor when leaving the workstation, or failure to report back to the workstation at the scheduled conclusion of a work break or meal period.
7. Failure of an absent employee to notify the supervisor of each day of absence unless previously excused.
8. Failure to adhere to University or departmental safety policies or procedures, including failure to immediately report an accident on University premises involving an on-the-job injury or property damage.
9. Unauthorized or improper use of University funds or property.
10. Being in an unfit condition to perform the duties of the job.
11. Sleeping on the job.
12. Violation of [USM Policy VII – 1.10 University of Maryland System Policy on a Drug Free Workplace](#) (approved by the Board of Regents on 1/2/89) and/or the Governor's Executive Order 01.01.191.16 on Substance Abuse Policy.
13. Willfully falsifying any University records.
14. Behavior that compromises another's safety or privacy, or discloses confidential University information to unauthorized persons.
15. Theft

## 16.2. Disciplinary Actions

- A. **Counseling or Initial Discussion:** Normally, initial disciplinary action should be in the form of an oral discussion. Supervisors should maintain a complete and accurate written notation of the counseling or initial discussion session.

- B. **Verbal Reprimand:** If the initial discussion fails to produce the desired results, a verbal reprimand is normally the next step. Supervisors should maintain a complete and accurate written notation of the reprimand and of the counseling session.
- C. **Written Reprimand:** A Written Reprimand involves both a formal interview with the employee by the supervisor and an official memorandum to the employee describing the performance or conduct-based problem.
- D. **Suspension:** Suspension means the interruption of the active employment status of an employee. A suspension may be:
  - 1. A disciplinary action in itself.
  - 2. In appropriate circumstances, an action taken pending an investigation and decision as to the extent of disciplinary action, if any, to be taken.
  - 3. Action taken when an employee has charges for removal pending
  - 4. Action taken under Section 16.1.C.1 and Section 16.1.C.3 shall result in suspension without pay. Action taken under 16.1.C.2 may result in suspension with or without pay, at the discretion of the University, depending on the nature of the incident in question. The duration of suspensions pending investigation shall be reasonably administered.
- E. **Discharge or Release:** Discharge or release means termination from employment. Discharge may occur as the final step in progressive discipline or, where warranted, as an initial disciplinary action as a result of a serious offense.

### 16.3. Right to Union Representation

- A. An employee shall have the right to Union representation if requested by the employee, only as provided below. There will be no exceptions to this rule.
  - 1. In any investigatory interview or discussion with an employee who is the subject of the investigation.
  - 2. At any conference where the Employer intends to discuss a proposed disciplinary action with the employee.
  - 3. At each step of the Grievance Procedure in conjunction with the disciplinary action.
- B. The foregoing does not apply to a meeting where the Employer is notifying the employee of the disciplinary action being taken. Where an employee elects to be represented by the Union in one of the circumstances set forth above, the employee is entitled to be represented by whichever Union representative is available, not a specific representative. Under no circumstances will an employee's election to be represented by the Union cause a delay in the investigatory interview, disciplinary conference, or grievance step at issue, if the delay will cause the interview, conference or grievance step to be untimely.

- C. An employee shall not have the right to a Union representative in attendance during a non-disciplinary discussion solely related to performance or during a performance review. For a performance based disciplinary action an employee may request Union representation, and once requested, the employee shall be allowed Union representation as provide in Section 16.3.A and Section 16.3.B. The right to representation does not include a criminal investigation, but the employee may request Union representation at a disciplinary hearing that results from the investigation, and once requested, the employee shall be allowed Union representation as provided in 16.3.A and 16.3.B above.
- D. An employee is required to give prompt, accurate answers to any and all questions concerning matters of official interest put to the employee by the Employer.
- E. The role of the Union representative is to assist in the clarification of questions and otherwise advise the employee of the employee's rights. Under no circumstances may the Union representative dominate the hearing or interfere with the Employer's investigative process.

**16.4. Grievance of Disciplinary Action**

All disciplinary actions against an employee, beyond counseling, are grievable.

## **ARTICLE 17. GRIEVANCE PROCEDURES**

Refer to : **Appendix 1, Memorandum of Agreement. Grievance Procedures, pages 25 – 32.**

## **ARTICLE 18. PROBATIONARY PERIOD**

**18.1. New Employees**

- A. Probationary periods shall be administered per provisions of [USM Policy VII-1.21 Policy on Probation for Nonexempt Employees](#) (approved by the Board of Regents on 7/12/96). The Employer agrees to provide the Union with an opportunity to comment on any proposed changes to the aforementioned policy before implementing the changes. The probationary period for newly hired and status change employees is six months. Upon the request of the Department Head or designee, the Vice President of Human Resources or designee may extend an original or status change probationary period for a period not to exceed 90 days. Employees who have completed a probationary period shall not be required to serve a new probationary period when transferring to the same position in a different department.
- B. For the purpose of this section a promotion or reclassification to a higher position within the same job family shall not be construed as a change in status.

- C. A contractual or temporary employee who is appointed as a regular employee without a break in service to the same position held during the contractual or temporary appointment will have the time spent as a contractual or temporary employee applied towards completion of their new hire probationary period. All other contractual or temporary employees who are converted to regular status will be treated as initial hires and not receive probation time credit for time spent as a contractual.

## **18.2. Status Change Employees**

- A. An appropriate administrator may separate an employee serving a status change probationary period for cause.
- B. The appropriate administrator shall provide to the employee and the Chief Executive Officer or designee written notice of the rejection at least 30 calendar days prior to the end of the probationary period. The notice shall state the reasons for and effective date of the rejection and shall advise the employee of the right to appeal.
- C. An employee whose job class has been changed as a result of a promotion and is rejected during a status change probationary period shall be restored to his/her former position if it is vacant or held by a temporary employee.

## **ARTICLE 19. MISCELLANEOUS**

### **19.1. Access to Campus Facilities**

- A. Subject to University rules and regulations, employees and their dependents 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 that are otherwise open to employees.
- B. In the event electronic time reporting becomes mandatory for all employees, FSU will take appropriate measures to ensure that each employee has access to a computer within or in close proximity to his/her assigned work location. Employees will activate their assigned e-mail accounts.
- C. Within 30 days of the completion of negotiations for this MOU, FSU's Labor/Management Committee shall convene for the purpose of implementing this article.

### **19.2. Release Time for Campus-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.

### **19.3. Attendance at Job-Related Trainings**

- A. The University makes available a full range of professional development opportunities and seminars throughout the year. All employees, with the approval of the supervisor and based upon operational need, are welcomed and encouraged to attend.
- B. 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 regular 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. Expenses properly incurred in conjunction with approved University required training are reimbursable to the extent allowed by and as provided by University regulations.
- C. Employees who wish to attend training unrelated to their current position may do so with the approval of the supervisor. Time spent in training not required by the University shall be recorded on the timesheet as personal or annual leave. Flextime or make-up time may be used with the previous approval of the supervisor. All flex-time and make-up time must take place in the pay week in which the training occurs.
- D. Employees working a second or third shift may request that the Office of Human Resources provide training at a time and place that accommodates their schedule.

### **19.4. Attendance at Job Interviews**

Employees shall be allowed reasonable paid release time to attend job interviews on the University campus for University job opportunities.

## **ARTICLE 20. UNIFORMS AND EQUIPMENT**

### **20.1. Uniformed Job Classifications**

Where the Employer has determined that a specific job classification should wear a uniform, the Employer will determine the nature of the uniform (shirt, shirt and pants, etc.) and will provide the uniform. Where uniforms are provided, employees must wear them.

### **20.2. Replacement of Uniforms**

The Employer shall determine a method for provision of replacement uniforms. Replacement uniforms shall be in new condition, fit properly, and be provided at no cost to the employee. Employees are responsible for maintenance and upkeep. If a uniform is damaged or lost through the fault of the employee prior to the distribution of replacement uniforms, replacement shall be at employee expense.



## ARTICLE 21. INSURANCE AND BENEFITS

Refer to: **Appendix 1, Insurance and Benefits, page 6.**

## ARTICLE 22. RETIREMENT

Refer to: **Appendix 1, Retirement, page 7.**

## ARTICLE 23. TUITION REMISSION

- 23.1. Tuition remission shall be administered by FSU consistent with FSU Procedure and [USM Policy VII-4.10 Policy on Tuition Remission for Faculty and Staff](#) (approved by the Board of Regents on 1/11/90, amended 5/31/90, 8/28/90, 8/24/01, 12/7/01, 8/23/02, 12/6/02, and 6/27/03) and [USM Policy VII-4.20, Policy on Tuition Remission for Spouses and Dependent Children of Faculty and Staff](#) (approved by the Board of Regents on 1/11/90, amended 5/31/90, 2/28/90, 8/24/01, 12/7/01, 8/23/02, 12/6/02, 6/27/03, 6/17/11) and/or any USM successor tuition remission policies that may be adopted during the duration of this MOU.
- 23.2. In the event that during the duration of this MOU, the Board of Regents adopts a policy, which rescinds or modifies in whole or in part the afore-referenced tuition remission policies, the University may implement those changes after consultation or bargaining, if required, with the Union. The parties further agree that the University's tuition remission program must at all times comply with applicable law and that the University may implement any modifications necessary to come into compliance with applicable law. Where the modifications or changes that the University intends to implement are subject to the obligation to bargain collectively under *SPP 3-101 et. seq.*, the process outlined in Article 6 - Scope of Agreement of this MOU applies.

## ARTICLE 24. HEALTH AND SAFETY

- 24.1. **General Duty**  
The Employer and all employees covered by this MOU shall comply with all safety rules and regulations established by the Employer, as well as all applicable safety-related laws and regulations.
- 24.2. **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

investigation and any corrective action taken, or proposed to be taken, within 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.

**24.3. Joint Health and Safety Committee**

As a way to prevent injuries and maintain safe and healthy working conditions in the workplace, the Employer and the Union agree to maintain the campus-wide Health and Safety Committee comprised of representatives from all areas of the campus community. The Union shall select a total of four representatives from the clerical staff (one), housekeeping staff (one), and trades and labor pool staff (two) to act as representatives to the Health & Safety Committee. The Health and Safety Committee shall be the primary advisory group on matters pertaining to accident and injury prevention, reduction, and management. The committee shall be chaired by the University Safety Officer and shall meet once a month.

**24.4. Duties of the Health and Safety Committee**

A. The Health and Safety Committee is responsible for:

1. Recommending that adequate health and safety rules and regulations are implemented and monitored.
2. Reviewing and monitoring potential risks and hazards that exist in the work environment, including unsafe work practices, and making recommendations for their elimination or reduction.
3. Monitoring and evaluating the need for health and safety training for employees.
4. Reviewing accident records and statistics in order to determine the need for corrective action.
5. Promoting health and safety education.
6. Reviewing the availability and adequacy of first aid supplies and equipment and recommending improvements as necessary.
7. Maintaining and reviewing minutes of all committee meetings.

**24.5. Investigative Reports**

The committee shall be entitled to copies of any investigative report produced by any State, County or Federal agency or any report prepared by any member or sub-committee of the Committee as a result of investigating any situation described under Section 24.4 above.

**24.6. No Loss of Compensation**

Members of the Health and Safety Committee will receive paid administrative leave while performing approved duties associated with the responsibilities of the Committee, and/or attending training or conferences required by the Employer. All time spent by the employee on Committee Activities must be consistent with operational needs and pre-approved by the employee's supervisor.

**24.7. Personal Protective Clothing and Equipment**

The Employer shall provide personal protective clothing and equipment (not including safety shoes) 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, upon proof of purchase shall, on an annual basis, reimburse the employee for the cost of one pair of safety shoes as identified by the Employer. The Employer will make available non-prescription safety glasses to employees who are required to wear them as part of their job and will provide a cell phone, pager, panic button or other safety device to second and third shift housekeepers working alone in campus buildings.

**24.8. Communicable Diseases**

Employees will be provided with information on all communicable diseases to which they may have routine workplace exposure. Training by a certified entity shall be provided, at least once a year, to educate employees in the area of recognition and prevention of such diseases and blood borne pathogens. The training shall be based on the standards established by OSHA.

**24.9. Hepatitis B**

Employees who have any contact with blood and other body fluids shall be offered Hepatitis B vaccination at the Employer's expense.

**24.10. Cardiopulmonary Resuscitation (CPR) Training**

Employees assigned to job classifications where, as determined by the Employer, training in CPR may be a valuable skill, shall be offered CPR training.

**24.11. Asbestos**

All employees who work with or around asbestos shall have the proper required training and personal protective equipment. When an asbestos hazard is discovered, employees shall be immediately notified of the existence and location of the hazard and the Employer shall take precautionary measures to protect the employees from exposure. The Employer shall conduct periodic inspection and monitoring to detect the presence of asbestos at least once a year.

**24.12. Medical Monitoring**

Medical Monitoring shall be provided for Level II Asbestos Workers according to the schedule set by the Maryland Asbestos Program. Medical monitoring shall also be provided as specified in the Frostburg State University Chemical Hygiene Plan, Blood Borne Pathogens Plan, and the Respiratory Program.

**24.13. Inspection by Governmental Agencies**

A copy of any investigation report prepared by any government agency, which conducted an investigation on the premises of the Employer, shall be furnished to the Union upon request.

**ARTICLE 25. NO STRIKES AND NO LOCKOUTS**

**25.1. Strikes**

Consistent with *State Personnel and Pensions Article Section 3-303*, employees are prohibited from engaging in any strike. The Employer may take disciplinary action, including termination of employment, against any employee who participates in a strike. "Strike", as defined in *Section 3-303*, means any concerted action to impede the full and proper performance of employment duties in order to induce, influence, coerce, or enforce demands for a change in wages, hours, terms, or other conditions of employment, and includes a total or partial refusal or failure to report to work; refusal or failure to perform employment duties; withdrawal from work; work stoppage; or, work slowdown. The Union agrees that it will not engage in or encourage any strike activity and agrees that it shall take all necessary steps to obtain immediate compliance with this Article by employees covered by this MOU. The Union is subject to all penalties and remedies under law for a violation of this Article or Section 3-303.

**25.2. Lockouts**

Consistent with *State Personnel and Pension Article Section 3-304*, the University may not engage in any lockout. "Lockout", as defined in Section 3-304, means action taken by the University to interrupt or prevent the continuity of the employees' usual work for the purpose and with the intent of coercing the employees into relinquishing rights guaranteed by Title 3 of the State Personnel and Pensions Article, or any action taken by the University to bring economic pressure on employees for the purpose of securing the agreement of their exclusive representative to certain collective bargaining agreement terms.

**ARTICLE 26. SEVERABILITY**

This MOU is subject to all applicable laws. Should any part of this MOU be declared invalid by operation of law, the part at issue will be unenforceable and the remainder of the MOU shall not be affected but shall remain 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 promptly and attempt to negotiate a substitute for the invalid provision.

## ARTICLE 27. LAYOFF AND RECALL

### 27.1. 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 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 90 calendar day notice period. Administrative leave will not be unreasonably denied.

### 27.2. Order of Layoff

A. The University shall determine in which classifications layoffs will occur. Layoffs will occur by division. 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 division in which the layoff is to occur; then
2. All regular status employees who have completed an original probationary period, in the classification and division 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.

### 27.3. Seniority Points

A. The formula for establishing seniority points shall be as follows:

1. One point shall be given for each complete month of credited service for the following:
  - a. University System (and/or predecessor organizations) and State service including service as medical system University personnel as defined in the *Education Article, Section 13-1B-01(r)*
  - b. Service with the division where the layoff is to occur: and
  - c. Service in the job classification and its job series where the layoff is to occur.
2. For creditable service of less than a complete month, the employee shall be credited with .032 points for each day of creditable service.
  - For part-time employees, creditable service shall be determined by the funded percentage of the position.
3. 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 Chief Executive Officer, 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 Division Head or Chairperson.

#### **27.4. Displacement Rights**

Employees covered by this MOU 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 15 calendar days of the notice to the employee of the layoff.

- A. An employee in a position which is to be abolished, discontinued, or vacated shall be allowed to displace another employee with less seniority in the same job classification, or, if not available either
  - 1. Progressively to each lower classification in the same job series; or
  - 2. In any other classification in which the employee held satisfactory regular status.
- B. The displacement as applied in 27.4.A, shall be limited to the division in which the employee is employed at the time that the notice of layoff is given.
  - 1. 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.
  - 2. An employee who is displaced under this Article is subject to the terms and conditions of this Article.

#### **27.5. Recall List**

- A. An employee who is laid off shall be recalled for reappointment following a layoff if, within two calendar years from the effective date of layoff, the specific position from which the layoff occurred is reestablished provided the employee continues to meet the minimum qualifications for 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.
- B. For a period of three calendar years from the effective date of the layoff the employee will be notified of job vacancies at the University and, if interested, shall be granted interviews for appointment to vacancies in the classification in which the employee was laid off, any lower classification in that job series, any classification for which the employee has completed an original probationary period, or any other position vacancy for which the employee meets the minimum qualifications.

1. Notice of recall from a layoff shall be sent to the employee by certified mail, return receipt requested.
2. The recalled employee shall have up to ten workdays 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 21 workdays following receipt of the recall notice to actually return to work.

## 27.6. Severance Package

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

### A. Tuition Remission:

1. Employees who are laid off, and have completed less than ten years' service with the University and who are receiving tuition remission 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 remission for one additional full-time semester or two additional part-time semesters, not to exceed a total of 18 credit hours, at FSU campuses only.
2. Employees who are laid off, who have completed ten years' service with the University and who are receiving tuition remission 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 remission for two additional full-time semesters or four additional part-time semesters, not to exceed a total of 36 credit hours, at FSU campuses only.
3. For purposes of this Section, full-time shall be considered 12 credit hours or more. Part-time shall be considered to be less than 12 credit hours.
4. The tuition remission 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 remission may continue to receive tuition remission for the balance of that semester.

### B. Employment Assistance

1. The Office of Human Resources will be available to assist employees laid off with the following:
  - a. Developing a resume
  - b. Composing a cover letter
  - c. Interviewing skills
  - d. Conducting a job search
  - e. Employment agency contacts
  - f. Recommended readings
2. The Office of Career Services offers at no cost to the employee:

- a. Individual Career Counseling
  - b. Job/Internship Posting & Searches
  - c. Resource Library
  - d. On campus recruitment and interviews
  - e. Career Fairs
  - f. Resume and cover letter assistance
  - g. Mock Interviews
  - h. Free access to College Central
3. Laid off employees may use the University's computer labs, facsimile machines and copiers for purposes of developing a resume and conducting job searches. Employees availing themselves of these services agree to comply with all University rules and regulations.

## **Article 28. Contracting Out**

### **28.1. Bargaining Unit Work**

- A. The Employer retains the right to contract out services that are performed or that could be performed by employees covered by this MOU. The University understands that the Union opposes the contracting out of public services. Where the Employer decides to contract out a service that is performed by employees covered by this MOU, the Employer will provide the Union with written notice of its decision no less than 60 days before the effective date of the service contract. The notice shall include the following:
  - 1. A statement of what efforts will be made by the University to place affected employees in University positions that are vacant at the time of notice;
  - 2. A statement of what employment possibilities are available with the contractor; and
  - 3. A statement of which employees, if any, will be laid off as a result of the contracting out of the services. Employees who are laid off are subject to Article 27 – Layoff and Recall.
- B. The parties specifically agree that this Article is intended to state the complete obligation of each party with regard to bargaining over the effects of a decision by the Employer to contract out.

## **ARTICLE 29. PARKING**

### **29.1. Parking**

Employees covered by this MOU will pay a parking fee for the right to utilize campus parking facilities. Parking spaces are not guaranteed and employees shall use parking



spaces on a first come first serve basis. Employees parking on campus facilities shall follow applicable parking rules and regulations.

## **29.2. Changes to Fee Structure**

- A. Should the University determine that it is necessary to adjust parking fees for employees during the term of this MOU, it will provide the Union with at least 45 calendar days' notice from the intended date of implementation of the proposed increase in fees. During the 45 calendar day's period, the Union may request bargaining and may submit a request for information useful in its preparation for bargaining of parking fees. The University shall provide the information requested by the Union as soon as practicable within a period of ten working days. Upon receipt of the information requested by the Union, the Union may submit proposals in response to the Employer's intended changes within 15 working days from the date it received the information from the University.
- B. The parties will meet within ten working days, or sooner by mutual agreement, to negotiate over the proposed changes in parking fees. The parties agree to make every effort to reach agreement within 45 calendar days. Should the parties fail to reach agreement, either party may invoke fact finding procedures as prescribed in Subtitle 5, Collective Bargaining Process, §3-501 of the State Personnel and Pensions – Annotated Code of Maryland. The parties agree that following invocation of the fact finding process, they will engage in a good faith effort to conclude the process on an expedited basis with the objective of obtaining the written recommendations of the selected Fact Finder within 30 days of the date on which the process was initiated.

## **ARTICLE 30. PERSONNEL FILES**

### **30.1. Official Personnel File - Definition**

- A. There shall be one official personnel file for each employee, which file shall be maintained in the Department of Human Resources. The official personnel file may include, but will not be limited to the following documents:
  - 1. Employment application and/or resume.
  - 2. College transcripts.
  - 3. Job description or Position Information Form (PIF).
  - 4. Records relating to hiring, promotion, demotion, transfer, reassignment, layoff, compensation, education and training.
  - 5. Letters of recognition.
  - 6. Disciplinary documents.

7. Performance evaluations (PMPs).
8. Documents relating to separation from employment.

B. All records in the official personnel file are available for the employee's review.

### **30.2. Confidentiality**

- A. Official personnel files are confidential to the employee and the University. They will not ordinarily be released to anyone outside the University unless the employee supplies a signed written authorization releasing the file (or a part of it), or unless required by law.
- B. All requests for verification of employment for current or former employees are to be directed to the Vice President of Human Resources or designee.
- C. Working copies of personnel files may be kept in the office of the Department Head or designee.
- D. The employee or the employee's authorized representative is permitted to make a copy of a document in his/her personnel file.

### **30.3. Review of Official Personnel File**

Employees who wish to view their personnel record must make an appointment with OHR. Employee requests for an appointment to view their official personnel file will not be unreasonably denied. All files shall be reviewed in the OHR in the presence of the Vice President of Human Resources or designee. At the time of review, employees may be required to initial and date all records in the file. Employees will be advised of any and all derogatory information that is placed in his/her personnel file, and any derogatory material shall be initialed and dated by the employee to acknowledge that he/she was provided a copy of the document in question. The employee's initials indicate only that he or she received a copy of the document, and shall not be construed as consent to its contents.

### **30.4. Disciplinary Documents**

After 24 months without any further disciplinary action and upon request of the employee, counseling session memos and verbal warnings shall be expunged from the employee's official personnel file.

## **ARTICLE 31. CLASSIFICATION/RECLASSIFICATION AND PAY ADJUSTMENT**

### **31.1. Posting**

With the exception of entry-level positions, nonexempt vacancies will be advertised internally only for a minimum period of five work days. Only Frostburg State University employees are eligible to apply for internal postings. At the conclusion of the internal

posting period, the Office of Human Resources (OHR) will review the applicant pool and make a determination as to whether or not the position will be advertised externally. Under special circumstances, at the request of the department head and with the concurrence of the Vice President of Human Resources or designee, a position may be posted internally and advertised publicly concurrently.

### 31.2. **Employee Eligibility**

- A. Employees who wish to pursue an internal promotional opportunity must satisfy the following qualifications:
  - 1. Maintain a performance level of meets standards or better;
  - 2. Meet the minimum qualifications as outlined in the employment ad and/or job specification; and
  - 3. Have at least one year of continuous service in their current position.
  - 4. Follow appropriate application procedures as detailed in the position posting.
- B. Meeting minimum qualifications does not guarantee an internal applicant an interview.
- C. If an internal candidate is not selected for interview or hire, he/she may request and shall be granted a meeting with the Vice President of Human Resources or designee to discuss the decision.

### 31.3. **Classification**

Each employee in the bargaining unit shall, based on objective criteria, be assigned to the classification that most accurately reflects the employee's actual duties and responsibilities.

### 31.4. **Reclassification**

The minimum percentage increase for a reclassification shall be as set forth by [USM Policy VII-9.40 Policy on Salary Upon Transfer or Reclass](#) (approved by the Board of Regents on 6/9/95 and effective on 7/1/96), which is currently six percent.

### 31.5. **Grievances**

Employees who believe that they are performing duties and responsibilities outside their classification that would justify a pay raise and have been denied reclassification, shall have the right to file a grievance at any time. A back pay award shall be limited to one year prior to the filing of the grievance.


## **ARTICLE 32. DURATION, RENEWAL AND REOPENER**

Refer to: **Appendix 1, Memorandum of Agreement. Pages 1 and 2**

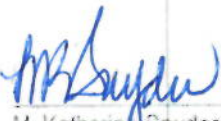
NONEXEMPT SIGNATURE PAGE


FROSTBURG STATE UNIVERSITY


AMERICAN FEDERATION OF  
STATE, COUNTY & MUNICIPAL EMPLOYEES

  
William E. Kirwan  
Chancellor, University System of Maryland

  
Jonathan C. Gibraltar  
President, Frostburg State University

  
M. Kathryn Snyder  
Chief Negotiator

  
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President, AFSCME Maryland

  
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AFSCME Maryland  
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## ALPHABETIC INDEX

	Page
Acceptance and Rejection of Overtime .....	11
Access to Campus Facilities .....	25
Accident Leave.....	17
Acting Capacity Pay .....	13
Administrative Leave .....	17
Advance Notice of Overtime.....	12
Annual Leave .....	17
Asbestos .....	29
Attendance at Job Interviews .....	26
Attendance at Job-Related Trainings .....	26
Bargaining Unit Work .....	34
Bulletin Boards .....	4
Call Back.....	14
Call-up to Active Military Duty During a National or International Crisis or Conflict .....	17
Cardiopulmonary Resuscitation (CPR) Training.....	29
Changes to Fee Structure .....	35
Classification .....	37
Classification/Reclassification and Pay Adjustment .....	36
Communicable Diseases.....	29
Composition of The Committee .....	8
Confidentiality .....	36
Contracting Out.....	34
Copy of Job Description .....	10
Day of Observance.....	16
Deficient Performance.....	20
Definition of Nonexempt Bargaining Unit.....	2
Disciplinary Actions .....	22
Disciplinary Documents .....	36
Disciplinary Procedures.....	21
Discipline.....	21

Displacement Rights .....	32
Distribution of Overtime.....	10
Duration, Renewal, and Reopener .....	37
Duties of the Health and Safety Committee .....	28
Educational Leave and Professional Improvement Leave.....	17
Employee Eligibility .....	37
Employee Rights .....	6
Evaluation of the Department Head or Designee .....	20
Exclusive Representative .....	2
Expectations Meeting (Establish Goals and Objectives) .....	18
Family and Medical Leave ("FMLA" Leave).....	17
General Duty .....	27
Grievance of Disciplinary Action .....	24
Grievance Procedures .....	24
Grievances .....	37
Hazardous Duty Pay (Asbestos) .....	13
Health and Safety.....	27
Hepatitis B.....	29
Holiday Pay and Substitute Holidays .....	16
Holiday Pay and Substitute Holidays – 24/7 Operations .....	16
Holiday Pay and Substitute Holidays – Procedures .....	16
Holiday Termination Payment .....	17
Holidays .....	15
Hours of Work and Overtime.....	8
Housekeeping and Groundskeeping Assignments .....	9
Inspection by Governmental Agencies.....	30
Insurance and Benefits.....	27
Investigative Reports.....	28
Job Classifications.....	2
Joint Health and Safety Committee .....	28
Jury Service and for Legal Actions Leave .....	17
Labor-Management Committee.....	7

Layoff and Recall .....	31
Layoff Notice .....	31
Leave for Disaster Service .....	17
Leave of Absence Without Pay .....	17
Leave Reserve Fund .....	17
Leaves.....	17
Lockouts.....	30
Lunch Break .....	9
Management Rights .....	3
Means of Communication.....	4
Medical Monitoring .....	29
Meeting Space .....	6
Military Leave With Pay.....	17
Miscellaneous .....	25
New Employee Orientation.....	5
New Employees .....	24
No Loss of Compensation .....	29
No Strikes and No Lockouts .....	30
Non-Discrimination.....	2
On-Call .....	13
Official Personnel File – Definition .....	35
Order of Layoff .....	31
Other Compensation .....	12
Overtime.....	10
Overtime List .....	10
Parental Leave .....	17
Parking .....	34
Pay on Completion of Probation .....	15
Pay on Reinstatement .....	14
Payment for Overtime Worked .....	12

Performance Evaluation Pay Adjustment .....	20
Performance Evaluations .....	18
Performance Ratings.....	18
Personal Leave .....	17
Personal Protective Clothing and Equipment .....	29
Personnel Files .....	35
Posting .....	36
Preamble.....	1
Probationary and Mid-Year Performance Evaluations.....	19
Probationary Period.....	24
Purpose of the Committee (Labor/Management) .....	7
Recall List.....	32
Reclassification .....	37
Recognition .....	2
Recognized Holidays.....	15
Release Time for Campus-Sponsored Committees .....	25
Replacement of Uniforms.....	26
Report and Cancellation Pay .....	14
Representation Rights .....	4
Retirement.....	27
Review of Official Personnel File .....	36
Right of Access .....	4
Right to information .....	5
Right to Union Representation .....	23
Scope of Agreement.....	6
Scope of Rights .....	3
Seniority Points .....	31
Severability.....	30
Severance Package .....	33
Shift Differential.....	12
Sick Leave.....	17



Signature Page.....	38
Status Change Employees .....	25
Strikes .....	30
Timesheets.....	9
Tuition Remission.....	27
Uniformed Job Classifications .....	26
Uniforms and Equipment.....	26
Union Job Stewards .....	5
Union Leave .....	18
Union Rights.....	4
Use of Holidays .....	17
Wages .....	12
Work Breaks.....	9
Work Schedule Changes.....	8
Workweek and Work Schedules.....	8
Year-End Performance Evaluation .....	19



**MEMORANDUM OF AGREEMENT (MOA)**  
**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**  
**(AFSCME)**  
**AND**  
**UNIVERSITY SYSTEM OF MARYLAND COALITION (NON-EXEMPT UNITS)**  
**(USM)**

**DURATION [USM COALITION (NON-EXEMPT UNITS)/AFSCME MD MOA] [Revised Language]**

Section 1. Duration

This MOA between AFSCME MD and the USM Coalition shall become effective when all conditions precedent to its effectiveness have been met and shall extend to June 30, 2016. When effective, the relevant terms of this MOA shall be incorporated into the respective, individual Memorandum of Understanding (MOU) between each member of the USM Coalition (Non-Exempt Units) and AFSCME MD and shall establish 11:59 p.m. on June 30, 2016 as the common expiration date for each such Agreement.

Section 2. MOA New Matters of Negotiations Reopener

No provisions of this MOA shall operate as a waiver of either Party's right to request bargaining during the term of this Agreement over subject matters that become permissible matters of bargaining after its effective date. All other terms and conditions of the MOA covering the period July 1, 2013 – June 30, 2016 shall remain in full force and effect, except as provided herein.

**ARTICLE 32 DURATION, RENEWAL (MOU)**  
**[Revised Language]**

Section 1. Duration

This MOU shall become effective when all conditions precedent to its effectiveness have been met. No portion of this MOU shall be implemented until all of its provisions are effective. No provision of this MOU has retroactive application unless required by law. This MOU expires at 11:59 p.m. on June 30, 2016. 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 by August 1, 2015. After notification is provided, the Parties shall then commence negotiations for a successor MOU, during the last year of this MOU at dates and times agreed to by the Parties. The Parties agree that each side will exchange their complete package of proposals for changes to the MOU no later than August

15, 2015 and that negotiations for a successor MOU will commence in the first week of September, 2015 unless otherwise mutually agreed by the Parties.

Section 3. New Matters of Negotiations Reopener

No provisions of this MOU shall operate as a waiver of either Party's right to request bargaining during the term of this Agreement over subject matters that become permissible matters of bargaining after its effective date. All other terms and conditions of the MOA covering the period July 1, 2013 – June 30, 2016 shall remain in full force and effect, except as provided herein.

## **WAGES AND COMPENSATION [USM Coalition (Non-Exempt Units)/AFSCME MD MOA] [Revised Language]**

### Section 1. FY2014 Cost of Living and Merit Pay Adjustments

- (a) Cost of Living Adjustment: Effective no later than January 1, 2014, each bargaining unit employee covered by this Memorandum of Agreement shall receive a Cost of Living Adjustment (COLA) of 3% to their base pay.
- (b) Merit Pay Adjustment: Effective as of the pay period that includes April 1, 2014, a Merit Pay Adjustment shall be added to the base pay of each employee who has achieved “meets standards” or better on his/her last performance rating. If the merit adjustment would cause an employee’s pay rate to exceed the maximum pay rate for the employee’s pay grade range, the employee’s pay rate will be adjusted to the maximum of the pay range and the remainder of the merit adjustment shall be provided in the form of a one-time, lump sum payment which shall not be included in the employee’s base pay. The lump sum shall be paid as soon as practical following April 1, 2014.

### Section 2. Compensation Reopener for FY2014

The Parties agree to reopen negotiations concerning the FY2014 COLA and Merit Pay Adjustments at the request of either the USM Coalition or AFSCME, if negotiations are reopened between AFSCME and the State of Maryland as to the amount and/or effective date of the FY2014 COLA and salary increments provided for in the applicable collective bargaining between AFSCME and the State.

### Section 3. MOA Limited Reopeners FY2015 and FY2016

The Parties will reopen negotiations under this MOA beginning in the first week of September 2013 and 2014, respectively, for the sole purpose of seeking to reach agreement as to what COLA, if any, and what Merit Pay Adjustments, if any, and what funding conditions and requirements for both items shall be included in the USM budget request submitted to the Governor for FY2015 and FY2016. All other terms and conditions of the MOA covering the period July 1, 2013-June 30, 2016, shall remain in full force and effect, except as otherwise provided herein.

### Section 4.

Any bonus, COLA or Merit Pay Adjustment provided for above shall be subject to the General Assembly’s prior approval and funding and all controlling directions or restrictions imposed by the Governor or General Assembly.

**ARTICLE 9 WAGES (MOU)**  
**[Revised language]**

Section 1. FY2014 Cost of Living and Merit Pay Adjustments

Pursuant to the terms of the current MOA between the USM Coalition (Non-Exempt Units) and AFSCME MD, each bargaining unit employee will receive the following adjustments:

- (a) Cost of Living Adjustment: Effective no later than January 1, 2014, each bargaining unit employee covered by this Memorandum of Agreement shall receive a Cost of Living Adjustment (COLA) of 3% to their base pay.
- (b) Merit Pay Adjustment: Effective as of the pay period that includes April 1, 2014, a Merit Pay Adjustment shall be added to the base pay of each employee who has achieved “meets standards” or better on his/her last performance rating. If the merit adjustment would cause an employee’s pay rate to exceed the maximum pay rate for the employee’s pay grade range, the employee’s pay rate will be adjusted to the maximum of the pay range and the remainder of the merit adjustment shall be provided in the form of a one-time, lump sum payment which shall not be included in the employee’s base pay. The lump sum shall be paid as soon as practical following April 1, 2014.

Section 2. Compensation Reopener for FY2014

The Parties agree to reopen negotiations concerning the FY2014 COLA and Merit Pay Adjustments at the request of either the USM Coalition or AFSCME, if negotiations are reopened between AFSCME and the State of Maryland as to the amount and/or effective date of the FY2014 COLA and salary increments provided for in the applicable collective bargaining between AFSCME and the State.

Section 3. Limited Reopeners FY2015 and FY2016

Pursuant to the terms of the current MOA between the USM Coalition (Non-Exempt Units) and AFSCME MD, that MOA will be subject to reopening for the sole purpose of negotiating an agreement as to what COLA, if any, and what Merit Pay Adjustment, if any, and what funding conditions and requirements for both items shall be included in the USM budget request submitted to the Governor for Fiscal Years 2015 and 2016 respectively. Subject to approval and funding by the General Assembly and controlling directions or restrictions imposed by the Governor or General Assembly, COLA and/or Merit Pay Adjustments for FY2015 and/or FY2016 agreed upon by the USM Coalition (Non-Exempt Units) and AFSCME MD pursuant to the aforementioned reopener provisions shall be incorporated into this MOU.

Section 4.

Any bonus, COLA or Merit Pay Adjustment provided for above shall be subject to the General Assembly's prior approval and funding and all controlling directions or restrictions imposed by the Governor or General Assembly.

**ARTICLE 21 INSURANCE AND BENEFITS (MOU)**  
**[Status Quo]**

Employees covered by this MOU who are otherwise eligible may participate in the health and other insurance plans as offered by the State of Maryland and the University System of Maryland, as they may exist from time to time, 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 established for other University and State employees.



**ARTICLE 22 RETIREMENT (MOU)**  
**[Status Quo]**

Employees covered by this MOU who are otherwise eligible may participate in the Maryland State (Employees' and Teachers') Retirement Systems and the Maryland State (Employees' and Teachers') Pension Systems, as appropriate, subject to all of the terms and conditions of those Systems and their respective Plans, including any modifications made to those Systems and Plans during the term of this MOU. All disputes or grievances regarding the Retirement and/or Pension Systems shall be resolved in accordance with the procedures specified in the plan or by applicable law.

**ARTICLE 14 UNION LEAVE (MOU)**  
**[Status Quo]**

- A. AFSCME MD may request that bargaining unit employees be released from their normal duties for the purpose of participating in approved union activities.
- B. The total amount of union leave granted at any Institution during a fiscal year may not exceed one day for every twenty-five (25) of its bargaining unit employees of that Institution as of July 1 of the current fiscal year, provided that a minimum of eight (8) days union leave will be granted by the University/College each fiscal year covered by this MOU. No employee outside of the bargaining unit will be counted in the leave calculation under this Article.
- C. All requests for union leave shall be submitted to the Institution Director of Human Resources/Personnel in writing by Council 92 fifteen (15) working days in advance of the day on which the leave is to begin and shall include:
  - 1. A general description of the activity and its purpose;
  - 2. The date and location of the activity;
  - 3. The name(s) of the employee(s) for whom union leave is being requested.

Where the leave request is for eight (8) hours or less, the minimum notice required is seven (7) working days.

- D. After verifying the validity of the request with a staff union representative and the accuracy of the time being requested, the Institution Director of Human Resources/Personnel may approve union leave if the employee's services can be spared without impairing the services of the department(s) involved and union leave is available pursuant to Section B of this Article. Approval of leave under this section shall not be unreasonably denied.
- E. If the employee organization needs to substitute an employee or employees for those previously granted union leave, or substitute new dates, such requests will be submitted as soon as possible to the Institution Director of Human Resources/Personnel for approval. Such substitutions may be approved if the substitution will not impair the services of the unit. Approval of substitutions or dates shall not be unreasonably denied.
- F. AFSCME Maryland Convention: In years when the AFSCME Maryland local convention takes place, each Institution will provide paid leave for actual time used by one (1) bargaining unit employee to attend that convention on days which the attendee would otherwise be regularly scheduled to work their regular work day. The total number of hours of paid leave time which the bargaining unit

employee shall be provided for actual attendance at the AFSCME Maryland local convention shall not exceed eight (8) hours per day at the straight time rate of pay.

**ARTICLE 13 SICK LEAVE (MOU)**  
**[Status Quo]**

I. Purpose and Applicability

This Article governs the accrual and use of sick leave for all employees covered by this MOU. When a provision of this Article provides an employee with the eligibility to use sick leave that is also covered by the Family and Medical Leave Act (FMLA), the sick leave and the leave under the FMLA run concurrently. Also, employees must use their accrued sick leave in accordance with the specific provisions of this Article and exhaust all accrued annual leave and personal leave prior to using unpaid FMLA leave.

II. General

- A. Sick leave is paid leave granted to employees in an effort to provide some protection against the loss of earnings due to absences for health reasons.
- B. A full-time employee shall earn sick leave at the rate of fifteen (15) workdays per year. Employees who are appointed at least 50% time shall earn sick leave on a pro rata basis. Sick leave is accumulated and carried forward from year to year without limit.
- C. An employee may request that his/her illness, injury, or disability occurring during a period of annual or personal leave be charged to sick leave. Verification of such illness, injury, or disability may be required by the Office of Human Resources as provided in Section IV of this Article.
- D. An employee may use on a continuous basis, subject to the terms and conditions of this MOU dealing with such leaves, earned leave (sick, annual and personal leave), advanced sick leave, extended sick leave, leave granted through the leave reserve fund, or unpaid family medical leave, as needed for personal illness and for parental leave, consistent with Section \_\_\_\_ [Parental Leave].
- E. Earned sick leave is granted by the Department Head or designee (normally the immediate supervisor) pursuant to the terms and conditions of this Article when an employee is absent because of:
  - 1. Illness, injury, or disability of the employee.
  - 2. A pre-scheduled medical appointment, examination, or treatment for the employee with an accredited, licensed or certified medical provider listed in Section IV. F of this Article that cannot be scheduled during non-work hours. Employees will provide three (3) working days' advance notice if possible, but in no event less than one day's advance notice. Employees shall make every effort to schedule the appointment either at the beginning or the end of the scheduled workday in order to reduce time away from

work. However, the University/College shall not unreasonably deny medical appointments when the time available overlaps with the employee's regular work hours.

3. Illness or injury in the employee's immediate family and medical appointments, examinations or treatments for the immediate family member with an accredited, licensed or certified medical provider listed in Section IV.F of this Article that cannot be scheduled during non-work hours.
  - a) Immediate family as used in this Section means a spouse, child, step-child, foster child, grandchild, mother, father, mother-in-law, father-in-law, brother, sister, grandparent, or legal dependent of the employee irrespective of residence. Use of sick leave may also be granted to care for any other relative who permanently resides in the employee's household for whom the employee has an obligation to provide care. The Office of Human Resources may require an employee to provide certification by a medical provider listed in Section IV.F of this Article to demonstrate this obligation or to authenticate the need for the employee to care for the ill family member. Certification from a medical provider does not need to include information about the specific illness or health condition of the family member or relative.
  - b) Sick leave, to the extent it is accrued and available, shall be granted by the Office of Human Resources pursuant to the terms and conditions of this Article.
4. Death of a relative.
  - a) For the death of a close relative, the Department Head or designee (normally the immediate supervisor) may grant the use of up to five (5) days of accrued leave. If the death of a close relative requires an employee to travel requiring staying away from home overnight, upon request the Department Head or designee (normally the immediate supervisor) may grant the use of up to a maximum of seven (7) days of accrued leave for this purpose.
  - b) Close relative as used in this Section means a spouse, child, step-child, foster child, mother, father (or someone who took the place of a parent), mother-in-law, father-in-law, grandparent of the employee or spouse, grandchild, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, or other relative who permanently resided in the employee's household.

- c) The Department Head or designee (normally the immediate supervisor) or designee may grant the use of up to a maximum of one (1) day of sick leave for reasons related to the death of the employee's or his/her spouse's aunt, uncle, niece, or nephew.

5. Integration of Sick Leave and Family and Medical Leave.

When an employee requests and is granted leave for reasons defined as “qualifying events” under the Family and Medical Leave Act (FMLA), the employee may use accrued sick leave, to the extent it is available, for any portion of that leave pursuant to the provisions of this MOU on FMLA. In all instances where leave is granted pursuant to the FMLA, employees must exhaust all accrued paid leave, including sick, personal, and annual, prior to moving to unpaid Family and Medical Leave. Advanced sick leave shall only be granted for the illness of the employee. Leaves under FMLA will not be considered when determining if any employee has a satisfactory attendance record.

6. Pregnancy, childbirth and adoption.

Pregnancy, childbirth and adoption are considered “qualifying events” under the FMLA and as such are governed by 5 above. Accrued sick leave may be used to care for a child following childbirth or adoption, subject to the provisions of Section \_\_\_ [Parental Leave].

III. Directed Use of Sick Leave/Medical Examinations

A. The Office of Human Resources, in accordance with the provisions of this MOU dealing with Family and Medical Leave, may direct an employee to use accrued sick leave if it believes that an employee is unable to perform the essential responsibilities of his/her position due to illness, injury or disability.

B. While either in active work status or on any type of employee-related sick leave, an employee may be required to undergo a medical examination(s) and evaluation(s), and may be required to provide verification of fitness for duty, as directed by the Office of Human Resources to ascertain whether the employee is able to regularly and routinely perform the responsibilities of his/her position. Such determination will be made in writing by a certified medical provider as defined in Section IV. F of this Article, with copies provided to the Office of Human Resources and to the employee.

- 1. If the examination is conducted by a certified medical provider selected by the USM Institution, the Institution shall bear the costs of such medical examination. The employee may, however, see his/her own physician at the employee's own cost.

2. If the examination(s) reveal(s) that an employee is unable to regularly and routinely perform the responsibilities of his/her position, action may be taken by the Office of Human Resources in accordance with policies on voluntary separation, termination, reasonable accommodation, modified duty or disability retirement, if applicable.
3. In cases where there is a conflict between the evaluation, prognosis, diagnosis or recommendation of the employee's personal health care provider and the certified medical provider selected by the USM Institution, the President or designee may choose which health care provider's report to follow or may require subsequent medical examinations and evaluations in deciding what steps should be taken regarding the employee's sick leave status or continued employment. If subsequent medical examinations and evaluations are required, the employee's medical provider and the University's/College's medical provider shall by agreement select the third medical provider who will render an opinion. In the event they are unable to reach agreement on a third medical provider, the third provider will be selected by the University/College. In selecting the third provider, the University/College shall not select a provider that has been under contract, or that at the present time is under contract with the University/College. The decision of the President or designee regarding the employee's fitness for duty will take into account the medical opinions rendered. The decision of the President or designee is final. The expense of obtaining the third medical provider's opinion will be borne by the University/College.

#### IV. Verification of Absences Charged to Sick Leave

- A. In order to verify that the employee's use of sick leave is in accordance with this Section, to assure medical attention for an employee or to prevent the abuse of sick leave usage, the University/College may require an employee to submit verification of the reason for the use of accrued sick leave, advanced or extended sick leave.

- B. Verification of Illness for Absences of Five (5) or More Consecutive Days

The University/College may require an employee to provide an original certificate of illness or disability in cases where an absence is for five (5) or more consecutive workdays. The certificate required by this Section shall be signed by a certified medical provider as defined in Section IV.F below.

- C. Verification of Illness for Absences of Less than Five (5) Consecutive Days

The University/College may require an employee to submit an original certificate of illness or disability for absences of less than five (5) consecutive days on the following conditions:

1. Where an employee has a consistent pattern within a twelve (12) month period of maintaining a zero or near zero sick leave balance without documentation of the need for such relatively high utilization.
2. Where an employee has unusual absence patterns such as Monday/Friday, or the day before and/or the day after a holiday.
3. Where an employee has five (5) or more occurrences of undocumented sick leave usage within a twelve (12) month period.
4. Where an employee has three (3) or more occurrences of undocumented sick leave usage of two (2) or more consecutive days in a twelve (12) month period.

D. Procedures for Certification Requirement

Prior to imposing a requirement on an employee for documentation of sick leave use, under Section C above, the University/College shall orally counsel the employee that future undocumented absences may trigger a requirement for certification of future occurrences of sick leave. If the employee has another undocumented absence after such counseling, the University/College may, subject to the concurrence of the Office of Human Resources, then put the employee on written notice that he/she must certify all sick leave usage for the next six (6) months if the undocumented absence accumulated in accordance with this Section IV. At the conclusion of the six (6) months, the certification requirement will be rescinded provided the employee has complied with the certification requirement and is in compliance with this Article. If the employee has not complied with the certification requirement and is not in compliance with this Article, the requirement shall be extended for six (6) months from the date of the lack of compliance with the requirement. Although a requirement for certification is not a disciplinary action, an employee may grieve allegations of misapplications of this procedure. Failure of the employee to provide certification as described in this Section may subject the employee to disciplinary action.

E. Verification may include but may not be limited to:

1. A written statement from the medical provider (as listed in Section IV.F. of this Article) indicating that the employee is required to be absent from work due to illness;
2. The duration of absence from work;



3. Prognosis of employee's ability to return to work;
4. Title and original signature of an accredited, licensed or certified medical provider;
5. Documentation of the birth or adoption of a child, if sick leave is requested under Section \_\_\_\_ [Parental Leave], and
6. Any other information necessary to verify that the employee's use of sick leave is in accordance with this Article. Such information does not need to include information about the specific illness or health condition of the employee.

F. Medical verification as outlined in this Article may be obtained from an accredited Christian Sciences practitioner, or from the appropriate of any of the following licensed or certified medical providers:

1. Physician;
2. Physical Therapist;
3. Clinical Psychologist;
4. Dentist;
5. Oral Surgeon;
6. Chiropractor;
7. Podiatrist;
8. Certified Nurse Practitioner;
9. Certified Nurse-Midwife; or
10. Licensed Certified Social Worker-Clinical.

V. Advanced Sick Leave for the Employee's Own Illness

A. An employee who sustains a temporary, recoverable illness, injury or serious disability, or is eligible for parental leave, may request advance use of sick leave subject to the following two conditions:

The employee shall:

1. have exhausted all other types of accrued leave; and
  2. have performed at a “meets standards” or better level of performance and have not been placed on a sick leave certification requirement as provided in Section IV or been disciplined for a sick leave related offense during the past twelve (12) months.
- B. Advanced sick leave is not an entitlement. The granting of requests for advanced sick leave is at the discretion of the Office of Human Resources.
- C. Advanced sick leave shall not be granted in instances where the illness or injury or disability occurred on the job, and the employee has been granted accident leave or temporary total disability benefits by the Workers' Compensation Commission.
- D. Written requests for advanced sick leave shall be submitted to the Office of Human Resources and shall be supported by written verification by an accredited, licensed, or certified medical provider or appropriate documentation of the birth or adoption of a child, if the employee is requesting parental leave, as outlined in Sections IV.A and IV.F of this Article.
- E. Sick leave may be advanced at the rate of fifteen (15) working days per year of service to a maximum of sixty (60) working days in any one calendar year, provided, however, that during the first six (6) months of service, the amount of advanced sick leave that can be authorized will be prorated based upon the employee’s length of service at the time it is requested.
- F. The use of advanced sick leave constitutes a debt for which payment shall be enforceable upon the employee's return to work or upon the employee's separation from employment, whichever is earlier. Upon return to work the minimum rate of payback for advanced sick leave shall be at one-half the rate that sick leave and annual leave is earned. An employee may elect to pay back advanced sick leave by applying any earned leave or by reimbursing the USM with cash.
- G. Annual, sick and holiday leave earned, and personal leave credited while on advanced sick leave shall be applied as earned/credited.
- H. Additional requests for advanced sick leave will not be granted until all previously granted advanced sick leave has been repaid. The only exception to this provision is in cases where the maximum amount of advanced sick leave had not been requested originally and additional advanced sick leave, consecutive to that already granted, is needed to cover the employee’s continued absence arising from the original illness, injury or disability.
- I. The Office of Human Resources may refer an employee who is on advanced sick leave as follows:

1. The employee may be referred to a USM Institution-named certified medical provider paid for by the Institution for periodic examinations to determine the nature and extent of the illness, the employee's progress toward recovery, the length of time necessary for recovery, and an estimated date of return to work.
2. If there is a conflict between the employee's physician and the USM Institution-named physician, the provisions of Section III.B.3 shall apply.

VI. Extended Sick Leave for the Employee's Own Illness

- A. An employee who sustains a temporary, recoverable illness, injury or serious disability or is eligible for parental leave, may request extended sick leave, subject to the three following conditions:

The employee shall:

1. have been in USM and/or State service for at least five (5) years;
  2. have exhausted all types of accrued leave and advanced sick leave; and
  3. has performed at a "meets standards" or better level of performance and has not been placed on a sick leave certification requirement as provided in Section IV. or been disciplined for a sick leave related offense during the past twelve (12) months.
- B. Extended sick leave is not an entitlement. The granting of requests for extended sick leave shall be at the discretion of the Office of Human Resources.
- C. The maximum cumulative total of extended sick leave available to an employee in USM or State service is twelve (12) work months (52 work weeks).
- D. Annual, sick and holiday leave earned, and personal leave credited while on extended sick leave shall be applied as earned/credited.
- E. Written requests for extended leave shall be submitted to the Office of Human Resources and shall be supported by written verification by an accredited, licensed or certified medical provider as outlined in Sections IV. A and IV.F of this Article.
- F. The Office of Human Resources may refer an employee who is on extended sick leave as follows:
1. The employee may be referred to a USM Institution-named certified medical provider paid for by the Institution for periodic examinations to determine the nature and extent of the illness, the employee's progress

toward recovery, the length of time necessary for recovery, and an estimated date of return to work.

2. If there is a conflict between the employee's physician and the Institution-named physician, the provisions of Section III.B.3 shall apply.

**ARTICLE 12 LEAVES (MOU)**  
**[Status Quo]**

**ANNUAL LEAVE** ([USM Policy VII-7.00](#))

Annual Leave for employees covered by this MOU is governed by USM Policy on Annual Leave (VII-7.00 approved by the Board of Regents April 25, 1991) and is subject to all the terms and conditions set forth therein with the following modification:

Annual leave for full-time employees in the bargaining unit is earned on a prorated basis and can be used to the extent that it is accrued and available. Leave will be earned according to the following schedule. (Part-time employees in the bargaining unit working 50% or more will earn annual leave on a pro-rated basis.)

Beginning with the 1 <sup>st</sup> month through the completion of the 1 <sup>st</sup> year:	11 days
Beginning with the 2 <sup>nd</sup> year through the completion of the 2 <sup>nd</sup> year:	12 days
Beginning with the 3 <sup>rd</sup> year through the completion of the 3 <sup>rd</sup> year:	13 days
Beginning with the 4 <sup>th</sup> year through the completion of the 4 <sup>th</sup> year:	14 days
Beginning with the 5 <sup>th</sup> year through the completion of the 10 <sup>th</sup> year:	15 days
Beginning with the 11 <sup>th</sup> year through the completion of the 20 <sup>th</sup> year:	20 days
Beginning with the 21 <sup>st</sup> year and thereafter:	25 days

**PERSONAL LEAVE** ([USM Policy VII - 7.10](#))

Personal Leave for employees covered by this MOU is governed by USM Policy on Personal Leave (VII - 7.10 approved by the Board of Regents, December 3, 1999). Full-time employees shall receive three (3) days (not to exceed 24 hours) of personal leave in each calendar year. Part-time employees working 50% or more shall receive personal leave on a pro-rated basis.

Personal leave must be used by the end of the first pay period which ends in the new calendar year. Any personal leave that is unused as of that time shall be forfeited by the employee and shall be contributed to the USM Leave Reserve Fund in accordance with the then current USM Policy on Leave Reserve Fund. No employee shall be paid for unused personal leave.

The use of personal leave shall require prior notification to the employee's supervisor.

**LEAVE RESERVE FUND (LRF)** ([USM Policy VII - 7.11](#))

Request for leave under the LRF will be in accordance with USM Policy VII – 7.11 Policy on Reserve Fund (LRF) and the terms described below.

Personal leave unused by an employee shall be remitted to the Leave Reserve Fund available for University/College employees. The Leave Reserve Fund provides paid leave to full time and part-time employees who become temporarily medically disabled. A person authorized to act on the employee's behalf may make the leave request on behalf of the employee when the employee is unable to do so.

An employee wishing to receive leave under this policy shall submit a request directly to the Office of Human Resources at the Institution where the employee works. The request may be submitted by using the “USM Leave Reserve Fund Request,” attached to this MOU, or by a written request containing the following information:

- Employee’s name;
- Name of Institution;
- Employing department;
- Employee’s position title, USM service date and number of months of creditable service;
- Amount of leave and specific dates requested; and
- Physician’s certification of temporary disability which includes the physician’s judgment as to when the employee may reasonably be expected to return to work – a prognosis, not diagnosis, or appropriate documentation of the birth or adoption of a child, if the employee is requesting parental leave. (This information should be kept confidentially at the Institution and not forwarded to the USMO-HR.)

If the Institution’s Department of HR determines that the employee is eligible to apply for leave from the LRF, it will forward the request for leave to the USMO-HR within five (5) working days following receipt of the request from an employee. The USMO-HR office will issue a response within five (5) working days after its receipt of a request for leave.

An employee who is determined to be ineligible for leave from the LRF by his/her Institution’s Department of HR, or whose request for leave is denied by the USMO-HR , shall have the right to file a grievance concerning that determination in accordance with Section 13-201 et seq., of the Annotated Code of Maryland Education Article. Such a grievance shall be initiated at Step Two of that grievance procedure within five (5) days after receipt of the written determination of the Institution’s Department of HR or the USMO-HR which is the subject of the grievance. In the case a grievance concerning the denial of a request for leave by the USMO-HR, the written decision by the President or President’s designated representative shall be rendered after consultation with the Chancellor or the Chancellor’s designated representative.

Beginning in March, 2013, upon written request from AFSCME MD, the USM (USMO-HR) on behalf of the USM Coalition will furnish the Union annually a report containing the following information for the preceding Calendar Year:

1. For each Coalition Institution, the number of FLSA classified Non-Exempt employees whose requests for LRF usage were approved and the total number of hours and minutes approved.
2. For each Coalition Institution, the number of FLSA classified Non-Exempt employees whose requests for LRF usage were denied.

**FAMILY AND MEDICAL LEAVE (“FMLA” LEAVE)** (USM Policy VII - 7.50)

Family and Medical Leave for employees covered by this MOU is governed by USM Policy on Family and Medical Leave (VII - 7.50 approved by the Board of Regents, August 27, 1993; Amended April 16, 2004; Amended October 22, 2004; Amended June 18, 2010) and is subject to all terms and conditions set forth therein with the following modification:

This type of leave is based on federal law as described in the Family and Medical Leave Act of 1993 (FMLA). The University/College shall make FMLA leave available to employees in accordance with the FMLA and USM policies.

FMLA leave is not a separate form of accrued leave, like sick or annual leave. FMLA leave allows a qualifying employee to take employment-protected leave (by first using available sick and annual leave and then unpaid leave) for up to twelve (12) weeks for any of the following reasons.

- 1) To care for the employee’s child after birth, or placement for adoption or foster care;
- 2) To care for the employee’s spouse, son, daughter, or parent who has a serious health condition;
- 3) For a serious health condition of the employee, including pregnancy and recovery time, that renders an employee unable to perform his or her job; or
- 4) Any other reasons stated in USM Policy VII-7.50 as of February \_\_\_\_, 2004.

The National Defense Authorization Act requires the USM to provide additional FMLA leave benefits for Staff employees with family members in the military.

1. Certain family members may use up to twenty-six (26) weeks in a twelve (12) month period to care for an ill or injured service member under certain conditions.
2. Certain family members may use their twelve (12) week FMLA entitlement for certain qualifying exigencies.

To qualify for FMLA Leave:

- 1) The employee must have worked for the University for at least twelve (12) months, and
- 2) The employee must have worked at least 1040 hours in the twelve (12) months immediately preceding the date the leave is to commence.

In addition to USM Policy VII-7.50, the Sick Leave Article contains specific provisions dealing with Family and Medical Leave.

**JURY SERVICE AND LEGAL ACTIONS LEAVE** ([USM Policies VII-7.21](#) and [VII-7.22](#))

Jury service and legal actions leave for employees covered by this MOU are governed by USM Policy on Jury Service (VII-7.21 approved by the Board of Regents, February 28, 1992; Amended May 7, 1993) and USM Policy on Leave for Legal Actions (VII-7.22 approved by the

Board of Regents, February 28, 1992) and is subject to all the terms and conditions set forth therein with the following modification to USM Policy VII-7.21:

Employees who are dismissed from jury duty will be expected to return to work for the balance of their scheduled workday if the amount of time left in the employee's workday exceeds three (3) hours.

**EDUCATIONAL LEAVE AND PROFESSIONAL IMPROVEMENT LEAVE** ([USM Policy VII-7.12](#))

Employees may be granted educational or professional leave for up to two (2) years pursuant to USM Policy Leave of Absence without Pay (VII-7.12 approved by the Board of Regents May 1, 1992; Amended November 12, 1993), subject to all of the terms and conditions therein.

**ADMINISTRATIVE LEAVE** ([USM Policy VII-7.20](#))

Administrative Leave for employees covered by this MOU is governed by USM Policy on Administrative Leave (VII-7.20, approved by the Board of Regents, February 28, 1992)

Administrative Leave may be granted when emergency conditions exist.

The Institution Chief Executive Officer (CEO) may approve a request for administrative leave or may require an employee to take administrative leave for any purpose considered to be in the best interests of the Institution.

**MILITARY LEAVE WITH PAY** (USM Policy VII-7.23)

Military Leave for employees covered by this MOU is governed by USM Policy on Military Leave (VII-7.23 approved by the Board of Regents, February 28, 1992; Amended December 6, 2002; Amended October 17, 2003; Amended September 10, 2004; Amended June 18, 2010) and is subject to all the terms and conditions set forth therein.

An employee is entitled to Military Training Leave With Pay for military training purposes for a period of not more than fifteen (15) workdays (pro-rated for part time employees) in any calendar year. Military Training Leave applies to employees who are members of the organized militia or the Army, Navy, Air Force, Marines or Coast Guard Reserves.

**CALL-UP TO ACTIVE MILITARY DUTY DURING A NATIONAL OR INTERNATIONAL CRISIS OR CONFLICT** (USM Policy VII-7.24)

Military leave for call up to Active Duty during a national or international crisis or conflict for employees covered by this MOU is governed by USM Policy VII – 7.24 (Approved by the Board of Regents, October 5, 2001; Amended December 6, 2002; Amended October 17, 2003 Amended September 10, 2004; Amended June 18, 2010) and is subject to all the terms and conditions set forth therein.

**LEAVE OF ABSENCE WITHOUT PAY** ([USM Policy VII-7.12](#))

Leave of Absence Without Pay for employees covered by this MOU is governed by USM Policy on Leave of Absence Without Pay (VII-7.12 approved by the Board of Regents, May 1, 1992; Amended November 12, 1993) and is subject to all the terms and conditions set forth therein.



Employees may request full or partial leave without pay for a two (2) year (24-month) period in accordance with the provisions of the USM Policy VII – 7.12. Approval of unpaid leave will be at the discretion of the University/College President or designee. No employee shall be denied unpaid leave unreasonably.

**LEAVE FOR DISASTER SERVICE** ([USM Policy VII-7.26](#))

Disaster Service Leave for employees covered by this MOU is governed by USM Policy on Leave for Disaster Service (VII-7.26 approved by the Board of Regents, October 11, 2002) and is subject to all terms and conditions set forth therein.

**ACCIDENT LEAVE** ([USM Policy VII-7.40](#))

Accident Leave for employees covered by this MOU is governed by USM Policy on Accident Leave (VII-7.40 approved by the Board of Regents, May 1, 1992; Amended November 12, 1993; Amended December 13, 1996) and is subject to all the terms and conditions set forth therein.

**PARENTAL LEAVE** (USM Policy VII – 7.49)

[New language]

To support employees in balancing professional and family demands during and after the birth or adoption of a child, each eligible employee is assured a period of up to eight (8) weeks (i.e., forty (40) work days) of paid parental leave to care for a new child, as follows:

- A. **Nature of Leave:** The parental leave period will consist of any form of annual, sick, personal, holiday or leave reserve fund leave accrued or otherwise available to the employee under this Agreement and USM policies, to be supplemented as necessary by the Institution with additional paid leave days to attain an eight (8) week period of paid parental leave.
- B. **Applicability:** The eight (8) week paid leave assurance is available during a six (6) month period surrounding:
  - 1. The birth of a newborn;
  - 2. The recent adoption of a child under the age of six (6); and
  - 3. At the discretion of the Institution’s President or designee and subject to any limitations established by the Institution, the assumption of other parenting responsibilities, such as foster parenting or legal guardianship of a child under the age of six (6).
- C. **Eligibility:** The paid leave assurance will apply as follows:
  - 1. Leave shall be pro-rated for eligible .50 or greater Full Time Equivalent staff.

2. If a child's parents are employed by the same Institution, both may be eligible for paid parental leave up to the eight (8) week maximum as follows:
  - a. Both parents may use accrued annual, sick or personal leave concurrently with the birth of a child or adoption of the child under age six (6);
  - b. A parent may use additional guaranteed paid leave under this policy only during a period when that parent is the child's primary caregiver.
3. An employee shall be eligible for assured minimum paid parental leave after one (1) year of employment with the Institution, except to the extent that Institution's policies permit a lesser eligibility period.
4. An employee may be eligible for paid parental leave under this policy on one occasion in a given twelve (12) month period, and on two separate occasions during the duration of the staff member's employment within the USM. Any additional periods of paid parental leave require the approval of the President, or the President's designee.
5. The employee must have a satisfactory record of sick leave usage and work performance.

**ARTICLE 17 GRIEVANCE PROCEDURE (MOU)**  
**[Status Quo]**

**GENERAL**

In the event of an alleged violation or disagreement over any of the provisions of this MOU, a bargaining unit employee represented by AFSCME MD, which shall be the exclusive employee organization to represent the employees, shall have the right to file a grievance in accordance with Section 13-201 *et seq.*, of the Annotated Code of Maryland Education Article, a copy of which is set forth below for convenient reference.

**Title 13, University of Maryland – General Provisions: Subtitle 2. University of Maryland Classified Employee Grievance Procedures**

**§ 13-201. Definitions**

- (a) *In general*- In this subtitle, the following words have the meanings indicated.
- (b) *Day*- "Day" means, except as otherwise provided, a working day, Monday through Friday, regardless of work schedule, weekend work, or midweek days off.
- (c) *Grievance*- "Grievance" means any cause of complaint arising between a classified employee or associate staff employee and his employer on a matter concerning discipline, alleged discrimination, promotion, assignment, or interpretation or application of University rules or departmental procedures over which the University management has control. However, if the complaint pertains to the general level of wages, wage patterns, fringe benefits, or to other broad areas of financial management and staffing, it is not a grievable issue.

**§ 13-202. (Omitted)**

**§ 13-203. Steps in grievance procedure**

- (a) *Availability of procedure; number of steps*- If, following informal discussion with the supervisor, a dispute remains unresolved, the grievance procedure is available. There are three steps in the grievance procedure.
- (b) (1) **Step One**: Step one is the initiation of a complaint. Grievances shall be initiated within thirty (30) calendar days of the action involved, or within thirty (30) calendar days of the employee having reasonable knowledge of the act, unless these time limits are further delimited as stated in § 13-205. Appeals within the grievance procedure shall be timed from receipt of the written opinion of management or from when such opinion is due, whichever comes first. An aggrieved employee or the employee's designated representative may present the grievance in writing to the department head or chairman or designee for formal consideration. If the grievance is presented to the department head or chairman or designee, within five (5) days after the receipt of the written grievance a conference shall be held with the aggrieved or the employee's designated representative and within five (5) days after the

conclusion of the conference a decision shall be rendered in writing to the aggrieved or the employee's designated representative. If the aggrieved employee is not satisfied with the decision rendered at this step, the employee or the employee's designated representative may appeal in writing to step two within five (5) days.

(2) Both employee and department head or chairman or designee shall continue to review the matter, either privately or with the help of others in the employee's immediate work unit who are directly involved in the grievance. Each department head or chairman or designee shall use judgment in keeping superiors informed of the status of each grievance and, if necessary, request guidance, advisory committees, or other assistance consistent with departmental policy. If either the employee or the department head or chairman or designee feels the need for aid in arriving at a solution, the campus personnel department may be requested to provide resource staff or any other available resource personnel may be invited to participate in further discussions. The addition of such participants does not relieve the department head or chairman or designee and the employee from responsibility for resolving the problem.

- (c) **Step Two:** The appeal shall be submitted to the president of the constituent Institution or the president's designated representative within five (5) days after the receipt of the written decision at step one. The president or the president's designated representative shall hold a conference with the aggrieved or the employee's designated representative within ten (10) days of receipt of the written grievance appeal and render a written decision within fifteen (15) days after the conclusion of the conference.
- (d) **Step Three:** In the case of any still unresolved grievance between an employee and the constituent Institution, the aggrieved employee, after exhausting all available procedures provided by the constituent Institution, may submit the grievance to either arbitration or to the Chancellor who may delegate this responsibility to the Office of Administrative Hearings in accordance with Title 10, Subtitle 2 of the State Government Article. In either case, the appeal shall be submitted within ten (10) days after the receipt of any written decision pertaining to that grievance and issued by the constituent Institution. If the grievance is arbitrated, the Parties shall select an arbitrator by mutual agreement. If they are unable to reach a mutual agreement, an arbitrator shall be supplied by the American Arbitration Association by their procedures. Any fees resulting from arbitration are assessed by the arbitrator equally between the two Parties. The arbitration award is advisory to the Chancellor or administrative law judge, as appropriate, and an additional appeal or hearing may not be considered. The Chancellor or administrative law judge, as appropriate, shall make the final decision that is binding on all Parties.
- (e) **Authority of Chancellor or administrative law judge-** The Chancellor or administrative law judge, as appropriate, shall have the power to award back pay in any grievance and the president of the constituent Institution shall enforce such order. In any reclassification case in which the Chancellor or administrative law judge, as appropriate, or his designated representative, determines that an employee has been misclassified, the Chancellor or administrative law judge, as appropriate, may, in his discretion, award back pay to the employee for a period not to exceed one (1) year prior to the initial filing of the grievance.

(f) ***Coercion, discrimination, interference, reprisal and restraint prohibited-***

(1) During any stage of a complaint, grievance, or other administrative or legal action that concerns State employment by a full-time or part-time employee of an Institution, or by a temporary or contractual employee of an Institution, the employee may not be subjected to coercion, discrimination, interference, reprisal, or restraint by or initiated on behalf of an Institution solely as a result of that employee's pursuit of a grievance, complaint, or other administrative or legal action that concerns State employment.

(2) An employee of an Institution may not intentionally take or assist in taking an act of coercion, discrimination, interference, reprisal, or restraint against another employee solely as a result of that employee's pursuit of a grievance, complaint, or other administrative or legal action that concerns State employment.

(3) An employee who violates the provisions of this subsection is subject to disciplinary action, including termination of employment.

**§ 13-204. Decisions**

A decision may not be made at any step of the grievance procedure that conflicts with or modifies a policy approved by the Board of Regents of the University or with any applicable statute or with any administrative regulation issued under appropriate statutory authority or that otherwise delimits the lawfully delegated authority of University officials unless prior approval has been obtained from the responsible official.

**§ 13-205. Suspensions pending removal; involuntary demotions; rejection on probation; disciplinary suspension**

(a) ***Suspensions pending removal-*** Within five (5) days from the date on which the employee receives the charges for removal as evidenced by the return receipt or other evidence of delivery of the charges to the employee an employee who is suspended under charges for removal may request an opportunity to be heard in his own defense. Within thirty (30) days if possible after receipt, the president or the president's designated representative shall investigate the charges and give the employee an opportunity to be heard. Testimony shall be taken under oath and both the department head or chairman or designee and the employee have the right of representation by counsel and the right to present witnesses and give evidence. Within fifteen (15) days following the conclusion of the conference, the written decision shall be rendered to the employee. In the case of appeals from charges pending removal, the department head or chairman or designee may request through appropriate channels the Attorney General's representative to the University to serve as counsel. In case no hearing is timely requested, the Campus Director of Personnel shall act upon the charges or order such other actions as are indicated by the findings in the case. If a hearing is timely requested and the removal is upheld, step three of the grievance procedure shall be available to the removed individual. The appeal shall be submitted within ten (10) days after receipt of the written University decision.

(b) ***Involuntary demotions***- Within five (5) days, an employee who is notified of demotion may file a written answer with the president or the president's designated representative and request an investigation of the demotion. Within twenty (20) days, if possible, after receipt, the president or the president's designated representative shall investigate the demotion and give the employee an opportunity to be heard. Within fifteen (15) days following the conclusion of the investigation, the written decision shall be rendered to the employee. If an investigation is timely requested and the demotion is upheld, step three of the grievance procedure is available to the demoted employee. The appeal shall be submitted within ten (10) days after receipt of the written University decision.

(c) ***Rejection on probation***-

(1) **Rejection on Original Probation:** Within five (5) days of the notice of rejection, an employee who is rejected on original probation may file a written request with the president or the president's designated representative for a hearing. Within twenty (20) days, if possible, after receipt, the president or the president's designated representative shall conduct a hearing. Within fifteen (15) days following the conclusion of the hearing, the written decision shall be rendered to the employee. If the hearing is timely requested and the rejection is upheld, step three of the grievance procedure is available. The appeal shall be submitted within ten (10) days after receipt of the written University decision. Rejection for cause is not required in the case of an employee rejected on original probation.

(2) **Rejection on Promotional, Transfer, or Horizontal Change Probation:** Within five (5) days of receipt of the recommendation of the department head or chairman to reject, an employee who is promoted and then rejected within the probationary period for the new class and for whom a vacancy in the former class is not available may file an answer with the president or the president's designated representative and request an investigation of the proposed rejection. Within twenty (20) days, if possible, after receipt, the president or the president's designated representative shall investigate the proposed rejection. The same rule applies to an employee who has completed a probationary period in one classification and makes a horizontal change to a new classification, and is rejected in the new classification or who transfers to another department in the same classification and is rejected. Within fifteen (15) days following the conclusion of the investigation, the written decision shall be rendered to the employee. If the investigation is timely requested and the rejection is upheld, step three of the grievance procedure is available to the rejected employee. The appeal shall be submitted within ten (10) days after receipt of the written University decision.

(d) ***Disciplinary suspension***-

(1) This subsection does not apply to suspensions pending charges for removal.

(2) Alleged infractions shall be investigated by the responsible supervisor or administrator or designee at the earliest opportunity following knowledge of it, and the investigation shall be promptly completed. All suspensions of employees shall be implemented within three (3) days of the alleged infraction or knowledge of the alleged infraction by the responsible supervisor or administrator. All suspension days shall be consecutive.

(3) The employee or the employee's designated representative may submit a written appeal on a disciplinary suspension to the president or the president's designated representative within five (5) days of notification of the suspension, or the employee or the employee's designated representative may appeal the suspension within three (3) days of notification of the suspension to the department head or chairman or designee. The department head or chairman or designee shall hear the case within three (3) days from the receipt of the written appeal. If the appeal is unheard or unanswered as a result of management delay, the employee shall be reinstated with full back pay.

(4) If the suspension is upheld by the President or the President's designated representative, step three of the grievance procedure is available to the employee. If the employee chooses to appeal to the department head or chairman or designee, any further appeals shall precede through steps two and three of the grievance procedure.

(e) *Preliminary hearing-*

(1) If an employee is suspended without pay pending a hearing on disposition of charges for removal, the President or the President's designated representative shall notify the employee in writing of the reasons for the suspension at the time of the notice of the suspension.

(2) Within five (5) working days of the notice of suspension, the employee may request in writing that the President or the President's designated representative, in addition to conducting a hearing on the merits, conduct a preliminary hearing to determine whether or not the employee may continue to work with pay pending the disposition of the charges.

(3) The President or the President's designated representative shall conduct a preliminary hearing within five (5) working days after the president or the president's designated representative receives in writing the request from the suspended employee for the preliminary hearing.

(4) The preliminary hearing shall be limited to the issues of:

(i) Whether suspension without pay is necessary to protect the interests of the University of Maryland or the employee pending final disposition of the charges; and

(ii) Whether other employment and status alternatives should be considered.

(5) At the preliminary hearing, the employee may:

(i) Rebut the reasons given for the suspension;

(ii) Allege mitigating circumstances; and

(iii) Offer alternatives to the suspension, including:

1. Return to the position with pay;

2. Transfer to another position with pay; or

3. Suspension with pay.

(6) Within five (5) days after the preliminary hearing is completed, the President or the President's designated representative shall render a written decision that is conclusive as to the issue of whether or not the employee may continue to work with pay pending the disposition of the charges.

### **§ 13-206. Miscellaneous provisions**

- (a) In cases of appeal to an arbitrator, each Party is responsible for any expense incurred in the preparation and presentation of its own case and for any record or transcript it may desire.
- (b) Upon the formal or informal initiation of a grievance an employee designated as a grievance procedure representative shall not suffer any loss of pay for investigating, processing or testifying in any step of the grievance procedure. Release time from normal work schedules is to be granted all witnesses to attend grievance hearings. Expenses incurred in connection with attendance by employees at grievance hearings shall be borne by the employee's department.
- (c) Similar grievances may be consolidated and processed together as a single issue. Where a number of individual grievances have been reduced into a single grievance, not more than three employees selected by and from the group may be excused from work to attend a grievance meeting called by the responsible administrator at step one and not more than five employees at steps two and three unless, at any step, prior permission is granted by the person hearing the grievance.
- (d) Employee complaint forms shall be available in the campus personnel department. The University form shall be used.
- (e) It is the responsibility of the head of each organizational unit to assure that each employee understands the channels of communication and appeal, specifically who is the department head or chairman and who acts in their absence.
- (f) An employee may not leave the post of duty to engage in grievance handling without the knowledge of and permission from the designated supervisor.
- (g) A formal grievance may be filed by the aggrieved employee; the request to appeal a grievance must bear the signature of the employee or the employee's representative at each step of the procedure.
- (h) A record of each grievance and its disposition shall be furnished to the employee involved. A file copy of each grievance shall be maintained at the last step at which the grievance was processed, and an additional copy shall be filed with the campus personnel department which shall be available to the employee or the employee's representative.
- (i) At any point in the grievance procedure, the employee may elect to obtain, change, or dismiss the representative by providing a written notice to the person hearing the grievance. However, the action does not allow the grievant to return to a previous step in the procedure.



- (j) A hearing officer may exclude incompetent, irrelevant, immaterial, and unduly repetitious evidence or witnesses.
- (k) Each step of the grievance procedure shall be processed as quickly as practicable within the specified time limits. Failure to appeal at any step constitutes acceptance. Failure to answer is a denial to which an appeal may be made. By mutual agreement, the time limits and/or steps may be waived.
- (l) It is the responsibility of each Party to the grievance procedure at each step of the procedure to duplicate the grievance form prior to filing it with the employer or returning it to the employee and to retain one copy of the form.
- (m) A grievance may start with a complaint or request by a permanent or temporary employee.
- (n) An employee may be represented at every step of the grievance procedure by a Party or organizational representative.
- (o) An employee shall receive a copy of this grievance procedure upon employment at the University.
- (p) Both Parties shall make an effort to resolve the grievance at the lowest possible level.
- (q) All grievance hearings shall be open hearings unless either Party requests that the hearing be closed.
- (r) At any step of the grievance procedure, either Party may require that witnesses be excluded from the hearing room until called.
- (s) Any Party who elects to use this procedure for resolution of a problem is presumed to agree to abide by the final disposition arrived at in this procedure and the final disposition may not be subject to review under any other procedure within the University.
- (t) Any question concerning the timeliness of a grievance or whether a complaint is subject to the grievance procedure shall be raised and resolved promptly, unless the person hearing the grievance or appeal determines that the decision on a motion to dismiss will be deferred pending a hearing on both the merits and the motion.

**§ 13-207. Sovereign immunity; satisfaction of awards**

- (a) *Defense of sovereign immunity unavailable*- The defense of sovereign immunity may not be available to the University, unless otherwise specifically provided by the laws of Maryland, in any administrative, arbitration, or judicial proceeding held pursuant to this section, or the personnel policies, rules, and regulations for classified employees of the University System of Maryland involving any type of employee grievance or hearing, including, but not limited to charges for removal, disciplinary suspensions, involuntary demotions, or reclassifications.

- (b) ***Funds provided for satisfaction of awards***- The Governor shall provide in the annual State budget adequate funds for the satisfaction of any final monetary or benefit award or judgment that has been rendered in favor of the employee against the University in any administrative, arbitration, or judicial proceeding.
- (c) ***Awards which have not been satisfied***- Awards under this section that have not been satisfied pursuant to subsection (d) of this section, shall be reported to the Comptroller of the Treasury, who shall maintain and report annually to the Governor an accounting of existing awards. Upon appropriation of funds by the legislature, the Comptroller of the Treasury shall satisfy existing awards in order of date of award.
- (d) ***Timeliness of satisfaction***-If the University has sufficient funds available to satisfy any award under this section at the time the award is rendered, the award shall be satisfied as soon as practicable but not more than twenty (20) days after the award becomes final.

### **Side Letter #1**

The USM Coalition and AFSCME agree that should a disagreement arise between AFSCME MD and a coalition Institution over whether an issue is exclusively a subject for Coalition bargaining, the matter will be referred for mediation to the Office of Joe Vivona, Vice Chancellor, Administration and Finance. Mr. Vivona will issue his recommendation within one (1) week from being notified of the existing disagreement.

Either Party may terminate this agreement by providing thirty (30) days written notice to the other Party.

### **Side Letter #2**

#### **Non-Exempt Salary Survey**

The USM Coalition Universities and Colleges shall forward to the Union a copy of the Non-Exempt Salary Survey Report and recommendations prior to implementation of any adjustments to the salary schedule. Negotiations over the impact and effects of adjustments to the salary scale in accordance with Md. State Personnel and Pensions Code Ann. §3-101, et. seq., may take place at the request of either Party provided that the request is made within ten (10) calendar days of AFSCME MD's receipt of the Salary Survey Report. Negotiations over the impacts and effects of adjustments to the salary scale shall be confined to and completed within the thirty (30) calendar days following a timely request for bargaining.

### **Side Letter # 3**

#### **Contracting Out**

In response to a written request from AFSCME for information regarding the policies and procedures of USM and USM Coalition Institutions with respect to contracting out of bargaining unit work and the conversion of Contingent II employees, USM will provide the requested information on behalf of USM Coalition Institutions in accordance with Md. State Personnel and Pensions Code Ann. § 3-101, et. seq., and the Maryland Public Information Act.

**This Agreement between the Universities and Colleges of the USM Coalition (Non-Exempt Units) and the American Federation of State, County and Municipal Employees, Maryland ("AFSCME MD") containing Articles and certain Side Letters to be included in the individual Memoranda of Understanding between each University/College of the USM Coalition and AFSCME MD is made and entered into on the date set forth below:**

**For AFSCME MD:**

  
\_\_\_\_\_  
Ronald Barillas, Chief Negotiator

**For the USM Coalition**

  
\_\_\_\_\_  
Joseph F. Vivona, Chief Negotiator

Date 12/26/12

Side Letter # 1 A

All references within this document, to AFSCME Maryland, Council 92, shall be interpreted to pertain to AFSCME Maryland, Council 3. AFSCME Maryland Council 92 is no longer in existence and has been replaced by AFSCME Maryland, Council 3.

 12-2-13  
\_\_\_\_\_  
Chief Negotiator AFSCME

 12/2/13  
\_\_\_\_\_  
Chief Negotiator FSU

## USM REFERENCES

The parties have agreed to list certain references to policies and procedures in this Appendix. The parties specifically agree and understand that publication of these policies and procedures here is not intended to, and does not, make these policies and procedures part of this MOU.

[USM Policy VII – 1.10](#), *University of Maryland System Policy on a Drug Free Workplace*

[USM Policy VII-1.21](#), *Policy on Probation for Nonexempt Employees*

[USM Policy VII-4.10](#), *Policy on Tuition Remission for Faculty and Staff*

[USM Policy VII-4.20](#), *Policy on Tuition Remission for Spouses and Dependent Children of Faculty and Staff*

[USM Policy VII–7.00](#), *Policy on Annual Leave for Administrative and Classified Personnel*

[USM Policy VII – 7.10](#), *Policy on Personal Leave for Regular Exempt Employees*

[USM Policy VII – 7.11](#), *Policy on Leave Reserve Fund for Administration and Classified Employees*

[USM Policy VII-7.12](#), *Policy on Leave of Absence Without Pay*

[USM Policy VII-7.20](#), *Policy on Administrative Leave*

[USM Policy VII-7.21](#), *Policy on Jury Service*

[USM Policy VII-7.22](#), *Policy on Leave for Legal Actions*

[USM Policy VII–7.23](#), *Policy on Military Leave*

[USM Policy VII–7.24](#), *Policy on Call-Up to Active Military Duty during a National or International Crisis or Conflict for USM Exempt and Nonexempt Staff Employees on Regular Status*

[USM Policy VII-7.26](#), *Policy on Leave for Disaster Service*

[USM Policy VII-7.40](#), *Policy on Accident Leave for Exempt and Nonexempt Personnel*

[USM Policy VII-7.45](#), *Policy on Sick Leave for Exempt and Nonexempt Staff Employees*

[USM Policy VII-7.49](#), *Policy on Parental Leave and Other Family Supports for Staff*

[USM Policy VII-7.50](#), *Policy on Family and Medical Leave*