

Memorandum of Understanding

Between

AFSCME Council 3/AFSCME Local 1356



and

Coppin State University



Non-Exempt Bargaining Unit

Expires March 31, 2020

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Preamble

This Memorandum of Understanding (hereinafter “MOU”) is made and entered into by and between Coppin State University (hereinafter the “University”) and the American Federation of State County and Municipal Employees, AFL-CIO, Council 3, and Local 1356 (hereinafter referred to as “AFSCME” or “the Union”). It has as its purpose the promotion of harmonious relations between the University and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of pay, hours of work and other conditions of employment.

The University and the Union mutually recognize that the laws of the State of Maryland, including the provisions contained in the State Personnel and Pensions Article of the *Annotated Code of Maryland* governing collective bargaining and the Policies of the Board of Regents of the University System of Maryland, authorize agreements arrived at through the process of negotiations.

Article 1. Recognition

A. Exclusive Representation

The University recognizes AFSCME, Council 3, and its Local 1356 as the exclusive bargaining representative for all employees in the bargaining unit on all matters related to wages, hours and working conditions. This recognition is granted in accordance with the provisions of Section 3-402 et seq. of the State Personnel and Pensions Article of the Annotated Code of Maryland.

B. Definition of Bargaining Unit

For purposes of this MOU, the bargaining unit exclusively represented by the Union includes all full-time and part-time non-exempt administrative, clerical and support employees, including probationary employees but excluding contingent and contractual employees, employed by the University whose classifications are incorporated into the formal Certification issued by the Maryland State Higher Education Labor Relations Board on December 17, 2001.

C. Creation of New Positions or Classifications

In the event that the University hires or assigns employees to positions or classifications not previously covered by the Certification issued by the Maryland State Higher Education Labor Relations Board, the Parties agree to meet and discuss the propriety of including such classifications into the bargaining unit. Any disagreements concerning the inclusion or exclusion of such new classifications in the bargaining unit shall be promptly submitted to the Maryland State Higher Education Labor Relations Board for unit clarification and disposition.

D. Disputes over Existing Classifications

Disputes that may arise concerning questions over the appropriate inclusion or exclusion of specific jobs and/or classifications that presently exist as of the date of execution of this MOU shall be discussed between the Parties. Any disagreements concerning the continuing inclusion or exclusion of existing classifications or positions in the bargaining unit shall be promptly submitted to the Maryland State Higher Education Labor Relations Board for unit clarification and disposition.

E. Contracting Out

Unless otherwise provided by law, the University recognizes the integrity of the bargaining unit and will use University employees to perform all University functions in University-operated facilities in preference to contracting out with the private sector. In the event the University proposes to use non-bargaining unit individuals to displace continuing bargaining unit positions, it will provide the Union with a copy of the RFP at the time that it is sent for distribution and/or publication, and will provide the Union with notice at least sixty (60) days in advance of the work being contracted out, unless there is an emergency requiring a shorter time. Prior to utilization of non-bargaining unit individuals, the University agrees to meet and discuss with the Union the reasons for its decision, the cost savings it expects to achieve, and the impact of such decision on bargaining unit members. Negotiations on the effects of contracting out on bargaining unit members will take place at the request of the Union.

Article 2. Management Rights

Recognizing the right of employees to enjoy the dignity and respect of management in all aspects of the operation of the University (which is, in and of itself, not grievable), and in recognition of the other rights employees may enjoy under the terms of this MOU, including the right to access the grievance procedure provided herein, the Parties to this MOU recognize that the University is entitled to exercise certain inherent and statutorily granted management rights, as recognized in Section 3-302 of the State Personnel and Pensions Article of the *Annotated Code of Maryland*, including (but not limited to) the right to determine the purpose and mission of the University; to determine its budget; to alter the composition and size of the workforce, including the right to relieve employees from duty because of lack of work or for other legitimate reasons; to hire, assign, and transfer employees as the needs of the University require, and to direct their work; to set standards of conduct, including the right to discipline employees for just cause; to determine the location, methods, means, personnel and equipment by which its operations are to be conducted; to establish and adjust the school calendar, including the dates on which holidays recognized under this MOU are to be celebrated; and to set minimum standards and qualifications for employees.

Article 3. Union Rights

A. Union Access to University Facilities

Union representatives who are not employees of the University may enter University facilities for such things as the delivery of items, short conferences, or regularly scheduled Union meetings. Such visits will not interfere with the work of employees. Such representatives shall inform the Office of Human Resources of their presence on campus prior to or at the time of arrival.

B. Union Business Conducted on University Premises

Duly authorized representatives of the Union and their respective affiliates shall be permitted to transact official Union business such as local shop steward representation, distributing Union literature, and posting Union notices on University property, provided that such transactions do not unduly interrupt normal campus operations or employee work requirements.

C. Union Meetings

The Union shall have the right to use designated facilities on the University campus for meetings with employees represented by the Union. Said meetings shall be of reasonable duration, and meeting locations on campus shall be secured by using existing scheduling procedures and subject to availability of the requested facility. The University reserves the right to assess a reasonable charge to cover the cost of set-up and breakdown, security, janitorial services and other necessary expenses, when warranted. The University reserves the right to move activities or events to alternate locations when necessary. Such meetings will not interrupt University work, and will not involve employees who are scheduled to work during the time(s) of such meetings.

D. Union Office on Campus

The University shall provide the Union with an office or other workspace on the University campus, for the purpose of conducting Union business relating to the University and its employees. The University, however, is not responsible for equipping the office, except to provide the following: a private outside phone line, which will be installed at the sole expense of the Union; a University phone line and internet hookup; a desk, some chairs, and a lockable file cabinet provided initially by the University but replaced by the Union if worn or unusable. The Union shall be responsible, if it chooses, to install a computer and fax machine, at its own expense, which the University will assist in hooking up to appropriate phone lines. Access to the Union's designated office will be by a key made available to designated Union officers whose identity will be made known to the University's Office of Public Safety, as well as at least one key that will be in the possession of the University's Office of Public Safety for entry into the room only in the event of a bona fide emergency where Union officials are not readily accessible for notification.

E. Union Bulletin Boards

The University shall provide space for lockable bulletin boards, provided by the Union, at six locations currently identified as follows:

- Parlett Moore Library:
Main Floor, Inside the Library Staff offices on the west wall
- Tawes Center
First Floor, left wall in hall accessing the Executive Conference Room
- Miles Connor Administration Building
Second Floor, along the wall at the top of the steps
- Science and Technology Center
Location to be determined by mutual agreement after walkthrough
- Physical Education Complex
Location to be determined by mutual agreement after walkthrough
- Health and Human Services Building
Location to be determined by mutual agreement after walkthrough

In the event that any of the six current locations are no longer available for use by the Union, the Parties will meet to negotiate a changed location for the bulletin board.

These bulletin boards, which shall be of dimensions no greater than four feet by three feet, shall be for the exclusive use of the Union, which shall be responsible for posting all items on the bulletin board. Each bulletin board shall remain locked, with keys made available only to Union members designated by Union officials. Each item posted shall be initialed and dated by the Union official approving the posting. The Union shall ensure that posted items are not detrimental to the safety and security of the University. The Union shall provide an informational copy of all items posted on the Union bulletin board to the University's Office of Human Resources as soon as practical after the posting but not later than three (3) workdays after the posting.

F. Mail Service and Computer Access

The Union shall be permitted to use the internal University mail system, including computer/electronic mail, for mailings and other communications intended to be delivered to bargaining unit members. Bulk mailings to members of the bargaining unit by internal campus mail, which shall be of reasonable length and weight as determined by the University, will be limited to four (4) times per calendar year the

Union shall give the University reasonable notice in advance of such bulk mailings. The Union and the University shall jointly develop a system for such bulk mailings.

G. Union Participation in New Employee Orientation

A Union representative and a newly hired employee will be allowed twenty (20) minutes without employee loss of compensation for the purpose of discussing information about the MOU and other benefits available through the Union. The meeting between the Union representative and a new employee shall be coordinated by the Office of Human Resources and the Union. Should the University implement a structured new employee orientation in the future; the Union will be given twenty (20) minutes on the agenda to address bargaining unit members on issues related to the MOU and other benefits provided by the Union. To the best of its availability, the Union shall designate this task to a member of the same bargaining unit as the employee(s) being oriented.

H. Shop Stewards

The University shall recognize the Local Union shop stewards as authorized representatives of the Union at work areas designated in writing by the Union to the President of the University or his/her designee. The Union will notify the President or his/her designee of the identity of such stewards as well as any changes in the identity of such stewards. The Union shall have the right to designate as many shop stewards as it deems appropriate, and the University will not interfere with the right of such shop stewards to conduct appropriate Union business; provided, however, that such business does not unduly interfere with the operations of the University.

I. Union Leave

- a. AFSCME may request that bargaining unit members be released from their normal duties for the purpose of participating in approved Union activities. Bargaining unit members shall be granted one hour of leave without loss of compensation to attend the monthly local meeting. AFSCME agrees to notify Human Resources of the meeting date, time and location ten (10) calendar days in advance, and Human Resources will send management notice of the meeting.
- b. The total amount of Union leave granted at the University during a fiscal year may not exceed one day for every thirty (30) bargaining unit members as of July 1 of the current fiscal year, provided that a minimum of ten (10) days' Union leave will be granted by the University each fiscal year covered by this MOU. [The ten (10) days referred to here are for both AFSCME bargaining units combined.] 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 Director of Human Resources in writing by Council 3 fifteen (15) working days in advance of the day on which the leave is to begin and shall include:
- d. A general description of the activity and its purpose;
- e. The date and location of the activity;
- f. The name(s) of the employee(s) for whom Union leave is being requested.

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

- g. 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 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 I.2 of this Article. Approval of leave under this section shall not be unreasonably denied.
- h. 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 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.

Article 4. Employee Rights - General

A. Access of Employees to Union Representatives

All employees have the right to representation by the Union at any meeting concerning a grievance under this MOU, any disciplinary proceeding or when receiving documentation in advance of possible disciplinary action. An employee shall be given twenty-four (24) hours' notice prior to such meeting to enable him/her time to obtain representation by the Union; provided, however, that it is understood that this MOU does not provide employees with the right to Union representation for attending meetings with their supervisor(s) for the purpose of receiving or discussing their performance evaluations.

B. Non-Discrimination

The University and the Union agree that they shall not discriminate against any employee with respect to salaries, wages, hours or other conditions of employment on the basis of age, sex, marital status, race, color, creed, national origin, sexual

orientation, political or religious affiliation or belief, mental or physical disability, or Union activities.

C. Non-Retaliation for Filing Grievances and Union Activities

The University agrees that it shall not retaliate against employees because of the filing of any grievance, complaint, or proceeding, or engaging in lawful Union activities under the Title 3 of the State Personnel and Pensions Article of the Maryland Annotated Code and/or this MOU.

D. Compliance with the Americans with Disabilities Act

In order to comply with its respective obligations under the Americans with Disabilities Act, the University agrees that, in the event that necessary and reasonable accommodations are required so as to allow employees covered by this MOU to perform the essential functions of their job, it will meet and confer with the Union with the object of allowing for such accommodations; provided, however, that such accommodations do not constitute an undue hardship either for the University or for the affected department(s).

E. Prevention of Sexual Harassment

The Parties understand and acknowledge that sexual harassment in the workplace is a serious matter, that it will not be tolerated by the University, and that all reasonable steps must be taken to ensure that sexual harassment is eradicated. To that effect, in order to ensure that no employee is subjected to sexual harassment in the workplace, the University reserves the right to reassign or transfer employees who are the subject of complaints alleging sexual harassment, as a possible consequence of such complaints, if proven to the satisfaction of the University's Office of Human Resources (or any other designee of the President of the University as identified by the President), without regard for work assignment under this MOU. This available action on the part of the University is not intended, however, to prevent the University from taking other disciplinary action, up to and including discharge, in response to proven acts of sexual harassment in the workplace. Employees subject to disciplinary action under this policy shall have the right to initiate an appeal from disciplinary action at Step 2 of the Grievance Procedure (Article 27). If the issue is not settled at Step 2, the appeal/grievance may be submitted directly to the last step of the grievance procedure in Article 27.

Article 5. Employee Rights - Other

A. Access to the Gym and Physical Education Facilities

Subject to University rules and regulations, employees may access and use, without charge, the gymnasium and campus fitness facilities during periods of normal operation. Employees covered by this MOU shall not assert that the Workers' Compensation law covers accidents or injuries arising out of the personal, recreational use of these facilities.

B. Campus-Sponsored Committees

Nothing in this MOU shall prohibit employees who are members of the bargaining unit from serving as members of University-wide committees, and shall be allowed the same paid release time to participate in such committees as is provided other non-bargaining unit committee members.

C. Social Security Numbers

Every effort will be made by the University to prevent the disclosure of an employee's Social Security number.

Article 6. Scope of Agreement

This MOU in all respects supersedes and replaces all particular policies and practices previously established by the University with respect to the issues herein incorporated covering the employment relationship between the University and bargaining unit members. All other Board of Regents (BOR) policies shall remain in force and effect. In the event of any changes in policies or procedures made by the BOR that would affect any terms and conditions of employment that are covered by this MOU, the University agrees to notify the Union and afford the Union the opportunity to bargain over such changes.

No addition to, alteration, modification, or waiver of any term, provision, covenant or condition or restriction in this MOU shall be valid, binding or of any force or effect unless mutually agreed to, in writing, by the University and AFSCME.

Article 7. Compensation - COLA and Merit**A. Fiscal Year 2018 Cost of Living and Merit Pay Adjustments**

1. Cost of Living Adjustment: There was no provision for COLA in FY2018 budget.
2. Merit Pay Adjustment: There was no provision for Merit in FY2018 budget.

B. Compensation Reopener for FY 2019

The Parties agree to open negotiations concerning the FY2019 COLA and Merit Pay Adjustments at the request of either the University or AFSCME, if negotiations are reopened between AFSCME and the State of Maryland as to the amount and/or effective date of the FY2019 COLA and salary increments provided for in the applicable collective bargaining between AFSCME and the State.

C. Limited Reopeners FY2020

The Parties agree to reopen negotiations concerning the FY2020 COLA and Merit Pay Adjustments at the request of either the University or AFSCME, if negotiations are reopened between AFSCME and the State of Maryland as to the amount

and/or effective date of the FY2020 COLA and salary increments provided for in the applicable collective bargaining between AFSCME and the State.

- D. 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 8. Compensation - Other

A. Acting Capacity and Temporary Assignment Pay

Employees may be granted Acting Capacity and Temporary Assignment Pay pursuant to USM Policy VII-9.50, Policy on Temporary Assignments and acting/Interim Appointments for Regular Status Nonexempt and Exempt Staff Employees (approved by the Board of Regents, Effective July 1, 1996; Amended October 9, 2015) and is subject to all the terms and conditions therein.

1. Acting capacity status is defined as the placement of an employee into a higher level position as a result of a temporary absence creating a vacancy in that position. An acting capacity assignment may be made for up to twelve (12) months; one extension of up to six (6) additional months may be considered based on the operational need of the University. Acting capacity assignments are voluntary, except in emergency situations. The length of the acting capacity will not be considered in itself a determination of whether or not an emergency exists which would warrant the involuntary assignment of acting capacity.
 - a. A temporary assignment is used when adding or replacing job duties to an employee's existing position on a temporary basis. A temporary assignment of additional duties or removal of duties may or may not result in an increase in compensation or a change in title.
 - b. When an employee is appointed to or actually serving in an acting capacity for a period of more than thirty (30) consecutive calendar days, then the employee shall be eligible for a salary increase of not less than six percent (6%) retroactive to the first day of performing the higher duties. 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, plus any adjustments for any intervening salary adjustments, other than acting capacity pay, that have occurred. The same shall be true for temporary assignments when such assignments qualify an employee for an increase in compensation.
 - c. A job class review may be conducted for all temporary or acting capacity assignments that last or are expected to last more than thirty (30) consecutive calendar days.

B. Pay Following a Promotion, Demotion or Lateral Transfer

1. Upon competitive promotion or reclassification promotion, the salary for an employee will increase at least six percent (6%).
 - a. Upon demotion transfer or reclassification, the salary for an employee will be maintained, except that the salary may not exceed the maximum of the new salary range.
 - b. If an employee is moved to another position with a classification or title within the same salary range, the employee shall suffer no decrease in pay.

C. Lead Worker or Bilingual Duties

Lead worker or bilingual duties and responsibilities shall be assigned only in accordance with Section A.2. of this Article governing temporary assignments.

D. Shift Differential

1. When a department has more than one shift, employees who work on a shift that begins between 2 p.m. and 1 a.m. shall receive at least \$1 per hour in addition to their hourly rate of pay for all hours compensated.
 - a. Employees who work four (4) hours or more into a qualifying shift shall receive the appropriate shift differential for all hours worked in the additional shift.
 - b. Employees who fail to work a qualifying shift, even though regularly assigned to it, by reason of leave without pay are not eligible to claim the shift differential for such shift. Payment of shift differential is authorized for employees who are permanently assigned to a qualifying shift while on approved leave with pay. Such payment of shift differential will cease, however, after ten (10) workdays of continuous paid leave for which there had been a shift differential payment.

E. Pay Following Reinstatement

USM Policy VII-9.61 Policy on Salary Upon Reemployment and Reinstatement (approved by the Board of Regents June 9, 1995) shall be followed and is subject to all the terms and conditions therein.

F. Hazardous Duty Pay

Employees who are required to perform asbestos work shall receive a salary differential equal to 50% of their current salary for all time spent performing such duties. Employees must meet the qualifications of the University's Asbestos Program to perform said work. Payment of this differential shall be in 1/10 hour

increments and shall include time the employee spent changing into and removing program- specified clothing and equipment.

Article 9. Hours of Work and Overtime

A. Workweek

The standard workweek for full-time employees consists of forty (40) hours of work, with eight (8) hours per day, in five (5) consecutive days generally Monday through Friday. While Monday through Friday is the normal schedule, this MOU does not prevent the University from establishing another schedule indicating the starting and ending times of each employee. The starting and ending times shall remain consistent throughout the workweek unless overtime, flextime, or any other temporary schedule has been agreed upon between the employee and his/her supervisor.

There shall be no split shifts (an unpaid break of greater than one hour within the workday) unless requested by the employee.

B. Work Schedules

A work schedule is defined as the employee's regular work hours, including starting and ending times during the day, and the workdays during the week. Employees may request and a supervisor may approve changes in regular work schedules. Such changes may be effectuated by allowing flextime or shift changes.

C. Work Breaks

Employees shall be entitled to take two (2) 15-minute duty-free rest periods per 8-hour shift, to be determined based upon their schedule and workload. Such breaks shall be scheduled as closely as possible to the mid-point of the first half and the mid-point of the second half of the shift. Breaks shall not be used to enable an employee to arrive to work late or leave work early. Existing practices shall continue regarding alternate scheduling of work breaks.

D. Lunch Break

There shall be a duty-free lunch break of at least thirty (30) minutes for employees working six (6) hours or more. Lunch breaks should normally be scheduled at the mid-point of the employee's regular work shift; however, the supervisor may adjust lunch periods to assure adequate coverage. The intent of this provision is to provide employees with a consistent lunch break schedule. Existing practices shall continue regarding alternate scheduling of lunch breaks.

E. Combination of Breaks

Nothing in this MOU shall prevent or prohibit the continuation of existing practices concerning combination of breaks as approved by individual supervisors.

F. Overtime

All work performed by an employee beyond forty (40) hours in a workweek, shall be compensated at the rate of one and one-half (1½) times his/her current hourly rate. Employees working temporarily in a higher classification shall receive the hourly overtime rate applicable to the higher classification in which they are working at the time. All paid work time and paid leave shall count toward the forty (40) hours for overtime purposes.

G. Compensatory Time

Nothing in this MOU shall prevent or prohibit the continuation of existing department practices concerning compensatory time in lieu of overtime pay.

H. Payment of Overtime

All hours worked under the overtime provisions of this MOU shall be paid to the employee on the next regularly scheduled payday provided that such hours of overtime took place and were reported before the payroll reporting deadlines in effect at that time. In no event should payment of overtime be delayed for more than one (1) full pay period, provided the employee has timely submitted an accurate timesheet. If the overtime did take place and was reported before the payroll reporting deadline, and the employee is not paid for the overtime on the next regularly scheduled payday, then the University shall write the employee a check for the amount due and give it to the employee on the payday that he or she should have received the money.

I. Distribution of Overtime

Overtime shall be offered to employees as equally as possible among all employees in the same classification and in the same department. Whenever possible, overtime shall be offered in order of rotating seniority beginning with the person with the greatest Divisional seniority.

If an employee does not have the qualifications to perform the job, then the overtime shall be offered to the next most senior person. For purposes of this provision, "qualifications" shall include required access, security clearance, and recognition of the required separation of duties in fiscal accounting positions.

Upon request, but not more frequently than quarterly, the Union will be provided with a report of overtime offered during the preceding 12-month period.

When necessary, the University can assign mandatory overtime when there are no

volunteers. Mandatory overtime shall be required in ascending order of Divisional seniority. In the case of extenuating circumstances which make it impossible for the employee to work overtime, every effort will be made to find another employee within the department to work the mandatory overtime.

J. Advance Notice

The University has the right to assign overtime as needed, but shall provide as much notice as possible of such required overtime work.

K. On-Call Pay

Employees who are on-call shall receive at least \$1 per hour for all hours that they are on-call beyond their normal work shift, plus their regular rate of pay or the applicable overtime rate for all hours during which they are called to work.

Employees shall be notified five (5) workdays in advance of their assignment to on-call status. Designated employees shall be assigned to on-call duty for a period of not more than seven (7) consecutive days (including holidays).

L. Call-Back Pay and Report Pay

Employees who are called to report to work on their regular day off or who have been recalled to work after having left the University's premises, shall be guaranteed a minimum of two and one-half (2½) hours of pay at the regular rate of pay for actual hours worked or at the applicable overtime rate. Similarly, an employee who is prescheduled to work on a day that he/she is not normally scheduled to work and the employee reports to duty, then the employee shall be guaranteed two and one-half (2½) hours of pay at the appropriate rate.

M. Notice and Process for Schedule Changes

With as much notice as possible but generally at least two (2) weeks' notice, the supervisor may require an occasional change to the starting and ending times to accommodate the specific requirements of the department. There shall be no changes in schedules or shifts for the purpose of avoiding overtime.

N. Pyramiding of Overtime

There shall be no duplication or pyramiding in the computation of overtime and other premium rates of pay, excluding shift differentials paid to employees who regularly receive shift differential, and nothing in this MOU shall be construed so as to require the payment of overtime and other premium pay more than once for the same hours worked.

Article 10. Holidays

A. Recognized Holidays

1. All bargaining unit members earn the following recognized holidays:
 - New Year's Day
 - Dr. Martin Luther King, Jr.'s Birthday
 - Presidents' Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Election Day (even-numbered years only)
 - Veterans' Day
 - Thanksgiving Day
 - Friday after Thanksgiving Day
 - Christmas Day
2. In addition, employees receive three (3) University holidays, which shall be scheduled at the discretion of the University. The actual dates of observation for paid holidays and University holidays vary from year to year. The Office of Human Resources shall notify all employees in writing of the holiday schedule as far in advance as possible.
3. 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.

B. Day of Observance

When a holiday falls on a Saturday, it is observed on the Friday before, and when a holiday falls on a Sunday, it is observed on the following Monday. The University reserves the right to assign holidays.

C. Holiday Pay and Substitute Holidays

1. Regular Operations

Employees shall receive compensation at their regular hourly rate for every holiday the employee 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 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 paid a regular day's pay (normally eight hours unless a different daily schedule applies) as holiday pay at the straight-time rate in lieu of being granted another day off.

2. Procedures

- a. Employees must notify their supervisor, in writing, 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.

D. 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.

E. 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 and not used 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 11. Leave

A. Annual Leave

Annual Leave for employees covered by this MOU is governed by USM Policy VII-7.00 Policy on Annual Leave for Administrative and Classified Personnel (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 1st month through the completion of the 1st year	11 days
Beginning with the 2nd year through the completion of the 2nd year	12 days
Beginning with the 3rd year through the completion of the 3rd year	13 days
Beginning with the 4th year through the completion of the 4th year	14 days

Beginning with the 5th year through the completion of the 10th year	15 days
Beginning with the 11th year through the completion of the 20th year	20 days
Beginning with the 21st year and thereafter	25 days

B. Sick Leave

1. Purpose and Applicability

Employees may be granted Sick Leave pursuant to USM Policy VII-7.45 Policy on Sick Leave (approved by the Board of Regents, Effective December 5, 1997; amended June 22, 2012; Amended by the BOR February 14, 2014) and is subject to all the terms and conditions therein.

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 FML.

2. 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 and allied 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 fifty percent (50%) time shall earn sick leave on a pro-rated 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.
- 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 O, Parental Leave, of this article.
- 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:
- f. Illness, injury, or disability of the employee.

- g. A pre-scheduled medical appointment, examination, or treatment for the employee with an accredited, licensed or certified medical provider listed in Section B.4.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 shall not unreasonably deny medical appointments when the time available overlaps with the employee's regular work hours.
- h. 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 B.4.f. of this article that cannot be scheduled during non-work hours.
- i. 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 B.4.f. 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.
- j. 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.
- k. Death of a relative
 - l. 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.
- m. 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.

- n. The Department Head or designee (normally the immediate supervisor) 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.

- o. 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.

- p. 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 O. of this article.

3. 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 B.4.f. of this article with a copy 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 University, the University 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 University, 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 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. In selecting the third provider, the University shall not select a provider who 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.

4. 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 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 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 B.4.f.

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

The University may require an employee to submit an original certificate of illness or disability in cases where an absence is for five or more consecutive work 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 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 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 Section B.4.c. 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 B.4.f. 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 O of this article, 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

5. 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 advanced 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 B.4 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, 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 as outlined in Sections Section B.4.a. and 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 University-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 University-named physician, the provisions of Section B.3.b shall apply.

6. 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:

- a. have been in USM and/or State service for at least five (5) years;
- b. have exhausted all types of accrued leave and advanced Sick Leave; and
- c. 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 B.4. or been disciplined for a Sick Leave related offense during the past twelve (12) months.
- d. 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.

- e. 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).
- f. Annual, sick and holiday leave earned, and personal leave credited while on extended Sick Leave shall be applied as earned/credited.
- g. 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 Section B.4.a. and f of this article.
- h. The Office of Human Resources may refer an employee who is on extended Sick Leave as follows:
 - i. The employee may be referred to a University-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.
 - j. If there is a conflict between the employee's physician and the University-named physician, the provisions of Section B.3.b shall apply.

C. Family and Medical Leave ("FMLA" Leave)

Family and Medical Leave for employees covered by this MOU is governed by *USM Policy VII-7.50 Policy on Family and Medical Leave* (approved by the Board of Regents August 27, 1993; Amended April 16, 2004; Amended October 22, 2004; Amended June 18, 2010; Amended October 9, 2015) 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 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 18, 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*, Section B (Sick Leave) contains specific provisions dealing with Family and Medical Leave.

D. Leave Reserve Fund (LRF)

Leave Reserve Fund for employees covered by this MOU is governed by *USM Policy VII-7.11 Policy on Leave Reserve Fund for Exempt and Nonexempt Staff Employees on Regular Status* (approved by the Board of Regents April 25, 1991; amended December 6, 2002; amended January 1, 2003; Amended June 22, 2012; Amended October 9, 2015) and is subject to all the terms and conditions set forth therein with the following clarification:

Employees must exhaust all available earned sick Leave, annual leave, personal leave, compensatory leave, accumulated holiday leave, advanced sick leave, extended sick leave (if eligible); and, personal leave, and compensatory leave; to be eligible for LRF.

Personal Leave unused by an employee shall be remitted to the Leave Reserve Fund available for University 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 University 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:

- Employees 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 adoption of a child, if the employee is requesting parental leave. (This information should be kept confidentially at the University and not forwarded to the USMO-HR.)

If the University's Department of Human Resources 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 after its receipt of a request for leave.

An employee who is determined to be ineligible for leave from the LRF by his/her University's Department of Human Resources, 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 12-201 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 University's Department of Human Resources 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 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 annual 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.

E. Personal Leave

Personal Leave for employees covered by this MOU is governed by *USM Policy VII-7.10 Policy on Personal Leave for Regular Exempt Employees* (approved by the Board of Regents December 3, 1999, Effective January 2 and January 12, 2000;

Amended October 9, 2015) and is subject to all the terms and conditions therein.

Full-time employees shall receive three (3) days (not to exceed 24 hours) of Personal Leave in each calendar year. Part-time employees working fifty percent (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.

F. Jury Service Leave and Legal Actions Leave

Jury Service Leave and Legal Actions Leave for employees covered by this MOU are governed by *USM Policy VII-7.21 Policy on Jury Service* (approved by the Board of Regents February 28, 1992; amended May 7, 1993; Amended October 9, 2015) and are 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.

G. Leave for Legal Actions

USM Policy VII-7.22 Policy on Leave for Legal Actions (approved by the Board of Regents February 28, 1992; Amended October 9, 2015) and are subject to all the terms and conditions set forth therein.

H. Educational Leave and Professional Improvement Leave

Employees may be granted educational or professional leave for up to two (2) years pursuant to *USM Policy VII-7.12 Policy on Leave of Absence Without Pay* (approved by the Board of Regents May 1, 1992; amended November 12, 1993; Amended October 9, 2015) and is subject to all the terms and conditions therein.

I. Training and Professional Development

In addition to leave currently provided by the University, each bargaining unit member shall be granted up to eight (8) hours of paid release time each year for the purpose of developing skills and gaining knowledge to enhance their value as an employee of the University, even where such training is not directly related to the job skills required for their current position. Such training shall be subject to the University's approval and the release time shall be subject to the supervisor's

approval. Release time made available under this provision shall be subject to proof of attendance and successful completion of training.

J. Administrative Leave

Administrative Leave for employees covered by this MOU is governed by *USM Policy VII-7.20 Policy on Administrative Leave* (approved by the Board of Regents February 28, 1992; Amended October 9, 2015).

Administrative Leave may be granted when emergency conditions exist.

The University President 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.

K. Military Leave with Pay

Military Leave for bargaining unit members is governed by *USM Policy VII-7.23 Policy on Military Leave* (approved by the Board of Regents February 28, 1992; amended December 6, 2002; amended October 17, 2003; Amended September 10, 2014; Amended June 18, 2010; Amended October 9, 2015) 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.

L. Call-Up to Active Military Duty during a National or International Crisis or Conflict

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 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* (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; Amended October 9, 2015) and is subject to all the terms and conditions set forth therein.

M. Leave of Absence without Pay

Leave of Absence without Pay for employees covered by this MOU is governed by *USM Policy VII-7.12 Policy on Leave of Absence without Pay* (approved by the Board of Regents May 1, 1992; amended November 12, 1993; Amended October 9, 2015) and is subject to all the terms and conditions set forth therein.

Employees may request full or partial leave without pay for a two-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 President or designee. No employee shall be denied unpaid leave unreasonably.

N. Leave for Disaster Service

Disaster Service Leave for employees covered by this MOU is governed by USM Policy VII- 7.26 Policy on Leave for Disaster Service (approved by the Board of Regents October 11, 2002; Amended October 9, 2015) and is subject to all the terms and conditions set forth therein.

O. Accident Leave

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

P. Parental Leave

Parental Leave for employees covered by this MOU is governed by *USM Policy VII- 7.49 Policy on Parental Leave and other Family Supports for Staff* (Approved by the Board of Regents June 22, 2012) sections regarding Parental Leave and is subject to all the terms and conditions set forth therein.

Article 12. Tuition Remission

The University and the Union agree that, during the duration of this MOU, members of the bargaining unit and their eligible dependents will continue to receive tuition benefits as currently provided and as stated in the Board of Regents Policies on Tuition Remission for Employees and Dependents (see Appendix). Such benefits shall be available to regular employees and their dependents at the University and any other University System of Maryland institution that honors the reciprocity commitments prescribed in the aforesaid Board of Regents Policies, even in the event such Policies change during the life of this MOU. Employees choosing to exercise their right to enroll in classes at the University or other University System of Maryland institutions pursuant to this Article shall be required to obtain advance approval from their supervisor(s) before taking such courses as are offered during the employees' scheduled work time. Should the Board of Regents implement any change in the tuition benefit policies presently in place, the University and the Union agree to negotiate over such change before its implementation and impact on the employees in the bargaining unit.

These benefits shall extend to summer and winter sessions, provided that there are a sufficient number of paying students (currently identified as eleven) in classes offered

during those sessions, unless the instructor of said class or classes has agreed to teach the class with fewer than eleven students.

Article 13. Insurance

Bargaining unit members 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 14. Retirement

Bargaining unit members 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 15. Transportation

A. Parking

Effective July 1, 2016 through June 30, 2019, the cost of parking for bargaining unit members will remain as follows:

	July 1, 2016	July 1, 2017	July 1, 2018
Reserved Lot A (Gated)	\$450	\$500	\$525
Reserved Lot B	\$360	\$400	\$420
Reserved Lot C	\$360	\$400	\$420
Reserved Lot D (Gated)	\$450	\$500	\$525
Reserved Lot F	\$360	\$400	\$420
Reserved Lot H	\$360	\$400	\$420
Unreserved Faculty/Staff	\$180	\$200	\$210

The University agrees that it will not increase the annual parking fees for each of the above listed amounts more than 10% per fiscal year during the first two (2) years of the bargaining cycle this agreement. The University agrees to use additional parking fees generated by any increases in the cost of parking for the sole and limited purpose of managing and making improvements to the roads and parking facilities on campus, including supporting services such as administration, security, and physical plant personnel. No bargaining unit member shall be charged more for the cost of comparable parking than charged to other University

employees. Among the factors which the University may consider in the process of contemplating proposed changes in the cost of parking fees are the following: (1) the extent to which such increases are due to higher costs incurred by the University for parking, such as the need to fund additional parking structures or to add additional parking lots/spaces; (2) costs incurred due to the maintenance and repair of existing parking structures and/or lots, such as painting, asphalt repairs, curbing, pothole repair, outside street lighting, additional safety paraphernalia such as signs, flashing lights, and speed humps, etc.; (3) associated costs for managing and maintaining parking and transportation services such as parking attendants and shuttle bus operations; and (4) such other criteria as directly impact the cost of providing on-campus parking.

These parking rates shall be in effect through June 30, 2019 and will be renegotiated thereafter.

B. Bus Pass Subsidy

Provided that the MTA continues to make participation in its discount bus pass program available to Coppin's employees, the University shall contribute \$18.00 per month toward an eligible employee's purchase of an MTA bus pass obtained through the University's Cashier's Office pending program availabilities. In order to be eligible for this subsidy, the employee's gross salary must be below \$40,000 per year.

Article 16. Labor-Management Committee

A. 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.

B. Composition of the Committee

The University and the Union shall appoint four (4) members each to the Labor-Management Committee. The Committee shall meet once a month for the first twelve (12) months and every other month or as needed thereafter. Meetings of the Committee will be limited to two and one half (2-1/2) hours' duration, but may be extended by mutual agreement. The Parties shall alternate as chair.

C. Work Related to the Tasks of the Committee

Time spent in Labor-Management Committee meetings shall be paid time. Union representatives shall be allowed work time to complete assignments that have been assigned by the Labor-Management Committee. The employee's supervisor

shall approve when the employee may be relieved from duty to undertake such assignments, based upon the needs of the department; however, such approval shall not be unreasonably withheld.

Article 17. Position Descriptions

A. Providing Employees with Position Descriptions

Employees covered by this MOU shall be provided with copies of the appropriate job specification prepared by the University System of Maryland that generally outlines the responsibilities and minimum qualifications for the position.

B. Receipt of Written Position Descriptions

1. When a bargaining unit member commences employment in the position, and whenever there is a change in the position description, the supervisor shall provide the employee with a written position description which generally outlines the responsibilities of the position and the minimum qualifications for the position. Each position description and each revision of the position description that results from a significant change in the general responsibilities assigned to the position or in the duties being performed by the employee in that position shall be dated and include the initials of the supervisor and employee showing the date that it was given to the employee. The supervisor shall discuss with the employee any revision of the position description that results from a significant change in the general responsibilities assigned to the position or in the duties being performed by the employee in that position.
 - a. Upon request, a bargaining unit member who applies for another bargaining unit position shall be provided with a position description.

C. Maintenance of Documents

The Office of Human Resources shall maintain copies of all position descriptions and revisions of position descriptions. All employees and the Union shall have the right to review and receive copies of any position description.

D. Consistency with Job Classification

The minimum qualifications, duties and responsibilities assigned to a position shall generally be consistent with the minimum qualifications, duties and responsibilities for the position's assigned classification. Inconsistencies shall be handled in accordance with Article 19 (Reclassification). However, skilled trades employees who are deemed essential to the safety of the University's operations (*USM Policy VI-12.00 Policy on Emergency Conditions*), at the discretion of the University, may be expected, as part of their job duties, to assist in snow removal and other activities resulting from inclement weather.

Article 18. Performance Evaluation

A. Definitions

1. Performance Management Process – is an ongoing communication process between the employee and the employee’s supervisor regarding the performance standards/expectations during the twelve-month rating period. The three-step process includes: a meeting establishing standards/expectations and performance factors/goals (held in March/April – beginning of the evaluation period); a meeting mid-year providing feedback and coaching (held in September/October); and performance review, completion of the evaluation for the 12-month period ending March 31, and discussion (held in April).
2. Supervisor – for purposes of conducting the performance evaluation, the supervisor shall ordinarily be the employee’s immediate supervisor who is usually responsible for assigning and reviewing the employee’s work, signing time sheets, and approving leave.

B. Performance Ratings

Employees shall receive a written performance review upon successful completion of their probationary period and every April thereafter for the period ending March 31. The purposes of the performance evaluation are to establish a communication tool to ensure that employees are performing at acceptable levels, 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 factors/goals established by the employee and supervisor during the annual expectations meeting. An employee shall receive one of the following ratings at the performance review (see attached Performance Management Process “PMP” Form [Appendix A](#)):

- Outstanding
- Above Standards
- Meets Standards
- Below Standards
- Unsatisfactory

No quotas or other limitations shall be applied to employee ratings. The University shall not allow or condone the deflation or lowering of an employee’s performance rating in an effort to avoid payment of a salary increase based on that rating.

C. Expectations Meeting (Establish Goals and Objectives)

During March or April of each year, an employee will meet with the supervisor who will be responsible for conducting the employee’s performance review for the upcoming year.

At the expectations meeting, the supervisor and the employee will discuss and establish the specific performance factors/goals for which the employee will be held accountable. Performance factors/goals should be reasonably specific, attainable and job-related. The expectations meeting will be documented in writing and signed by both the supervisor and the employee.

D. Performance Evaluations “Below Standards” and “Unsatisfactory”

When an employee receives a year-end performance evaluation that is “Below Standards” or “Unsatisfactory,” the supervisor will meet with the employee as soon as possible to provide feedback/coaching for the subsequent evaluation period and to take other appropriate measures until the employee’s performance is raised to “Meets Standards” or the employee is demoted or terminated.

When an employee has been advised at a mid-year evaluation that his/her performance is “Below Standards” or “Unsatisfactory,” the supervisor shall note those areas that need significant improvement. Such notation will include: (1) any modifications made to the employee’s expectations; (2) tasks and standards that will assist the employee in accomplishing overall objectives for the next evaluation period; and (3) any training needs established.

E. Year-End Performance Evaluation

The end-of-year evaluation shall be based on performance factors/goals established at the expectations meeting and shall include the following:

1. The overall performance rating;
2. The employee’s job description;
3. Recommendations for training/development, if applicable.

Where an employee did not have an opportunity to perform work described by a performance factor/goal, that factor/goal will not be considered in the year-end performance evaluation. All applicable performance factors/goals will be applied fairly and objectively. When applying performance factors/goals, equipment and resource problems, lack of training, frequency of work interruptions, and other matters outside of an employee’s control will be considered. 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/goals. However, 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 for failure to meet expectations.

The supervisor will meet with the employee, discuss the performance evaluation, and give the employee a copy of the end-of-year evaluation. Subsequent to the review of the end-of-year evaluation, and after the rater’s supervisor’s review and

approval, the employee will be asked to sign the evaluation. A copy shall be given to the employee and another shall be placed in the employee's personnel file.

An employee will be permitted to attach comments and/or objections to an evaluation to be placed in the employee's personnel file. In the event that the Parties reach an economic agreement during the life of this MOU which calls for merit increases based on an evaluation that is different than "Meets Standards," then employees will have the right to access the grievance procedure in the event that they wish to contest an evaluation that is less than that which enables them to obtain the merit increase negotiated in accordance with Article 7 of the MOU. Overall performance evaluations that exceed the level of performance necessary to ensure a merit increase under the aforementioned provision of the MOU shall only be grievable through Step 2 of the grievance procedure.

F. Performance Evaluation Pay Adjustment

Employees who achieve an annual rating of "Meets Standards" or above will receive a merit increase in accordance with Article 7. Employees who receive ratings of "Below Standards" or "Unsatisfactory" are not eligible for merit increases, and may be subject to other corrective measures.

Article 19. Reclassification

Whenever a reclassification is to occur or is initiated, an appropriate form will be completed and made available to the Union.

At the request of the employee and an appropriate supervisor, the University shall conduct a classification study for the purpose of determining whether an employee's position better fits into a different classification and therefore should be reclassified. The process shall commence with the filing in the Office of Human Resources of an appropriate form that identifies the duties performed by the employee.

When an employee fills out a form for a reclassification, and the supervisor disagrees with the request for reclassification, the form shall be forwarded to the Office of Human Resources with an explanation from the supervisor as to why there is a disagreement. A copy of the supervisor's written explanation shall be given to the employee at the same time that it is sent to the Office of Human Resources. In the event that the supervisor disagrees with the employee, the Office of Human Resources is not obligated to conduct a classification study, but the decision not to do so and the resultant failure to reclassify the position shall be subject to the grievance procedure. If the Office of Human Resources decides not to perform a study and/or decides not to reclassify the position as requested, then the Office of Human Resources shall notify the employee in writing of such a decision.

Should the employee and supervisor, however, jointly agree that a position should be reclassified; the Office of Human Resources shall have the option of reclassifying the position without conducting a formal classification study.

Any classification study authorized or conducted by the Office of Human Resources shall be completed within thirty (30) days of the filing of the form. A copy of the classification study and the determination by the Office of Human Resources shall be made available to the Union and the affected employee. Should this classification study result in a higher classification, the Union and the employee shall be informed and the position shall be reclassified and an appropriate salary adjustment shall be made in accordance with applicable law.

Article 20. Promotion and Transfer

A. General

Recognizing the University's commitment to advancement from within, before it fills any vacancy in a bargaining unit, the University shall give bargaining unit members notice of vacancies in bargaining unit positions.

B. Job Announcements

1. Contents

The University shall notify bargaining unit members concerning vacancies in bargaining unit positions via a job announcement containing a description of where the job will be in the University organization (division, school, department, and/or office as appropriate), a general outline of the responsibilities, the minimum qualifications for the job, and the location and deadline for submitting applications.

2. Posting

The University shall post the job announcement at least fourteen (14) calendar days before the deadline for filing an application for the vacancy. The job announcement shall be posted on the University web site, emailed to employees in the bargaining unit with campus-based email accounts, and posted immediately outside the Office of Human Resources as well as providing copies of the job announcement to the Union, which may post the announcement on any of its bulletin boards.

3. Record of Job Announcements

The University shall keep a record of the job announcements and when each one was posted. This record shall be made available to the Union upon request.

C. Qualified Applicants

Qualified applicants shall be those applicants, including employees in any bargaining unit, who apply for a vacancy and meet the minimum qualifications for the job as listed on the classification specification. Where provided for in a USM job specification, the University shall allow for the substitution of experience for educational criteria.

D. Selecting the Successful Applicant

The University shall select from among qualified applicants for the position. The University shall consider an applicant's seniority, and shall grant interviews to at least the two most senior applicants (based on campus-wide seniority). All applicants will receive written notice that they were or were not selected as soon as practicable.

The determination of the successful applicant for a vacant position shall be made at the sole discretion of the University.

E. Transfers

Bargaining unit members who apply to transfer laterally or downward to a position that has been posted will be considered in the same pool as promotional applicants, and their years of service shall be given the same effect. In the event a bargaining unit member is selected for a position that would result in a downward transfer, his/her rate of pay shall be initially reduced to the extent that it exceeds the maximum of the lower salary range.

Article 21. Contractual Conversion

A University contingent employee who converts to a (regular status) position, (pursuant to USM Policy VII-1.40), covered by the bargaining unit shall be given credit for service in the contingent position for the purpose of establishing annual leave and seniority rights. No contingent employee who converts to a position covered by the bargaining unit shall suffer any loss in pay of the base amount. The base amount in this case is not the base of the pay range or pay grade, but the base amount in the employee's most recent contract exclusive of any other compensation.

Article 22. Probation

A. New Employee Probation

The probationary period for newly hired employees shall be six (6) months, but may, at the University's discretion, be extended for an additional three (3) months.

B. Status Change Probation

The probationary period for employees who are appointed to another position at the University as a result of a promotion, demotion or lateral transfer shall be three (3) months, but may, at the University's discretion, be extended for an additional three (3) months.

C. Persons Not Subject to Probation

A regular employee who has completed an original probationary period and whose position is reclassified or who is reinstated shall not serve a probationary period. If a probationary period has not been completed, the remainder of the probationary period shall be served.

An employee who has been demoted to a non-exempt job classification in which a probationary period has been previously served shall not serve a probationary period. An employee who has been demoted or who has been placed on temporary assignment/reassignment shall not be subject to a probationary period.

D. Probation of "Contractual" or "Contingent" Employees

Contractual employees who are converted to a permanent status without a break in service to the same position held during the contractual period shall not be required to serve a probationary period, provided that upon conversion to permanent status they have served in their previous position for at least six (6) months in the same job classification. Contractual employees who have not served in their previous position for at least six (6) months in the same job classification shall be required to complete a six (6) month probationary period, but this period shall be reduced by the amount of time served as a contractual employee in the classification and position.

E. Rejection during Original Probation

An appropriate administrator may separate an employee during the probationary period without reason at any time. Two (2) weeks' written notice prior to the expiration date of the probationary period shall be provided to an employee who is terminated during the probationary period. The period of notice may be shortened or eliminated in the event of the employee's incompetence or gross misconduct which jeopardizes essential services. During a probationary period an employee will not be granted any merit-related increases.

F. Rejection during Status Change Probation

Rejection during status change probation shall only be for cause, including inability to perform the work of the position. An employee on status change probation who is rejected on probation due to inability to perform the work of the position shall resume his/her former position if it is vacant and approved for filling. The approval for refilling shall not be unreasonably withheld.

If the former position is not vacant, the Office of Human Resources shall place the employee into an equivalent position that is vacant and the employee is qualified to perform. In the event there is not an equivalent position available that the employee is qualified to perform, the University shall place the employee's name on the reinstatement list for the former classification or for an equivalent classification for priority consideration. An employee on the reinstatement list will be provided an opportunity to interview for his/her former classification prior to the hiring of an individual who is not on the reinstatement list.

G. Appeal of Rejection on Probation

An employee has a right to appeal a rejection on probation pursuant to Article 27 (Grievance Procedure).

H. Pay Increase after Completion of Probation

An employee shall be granted an additional step salary increase (2.5%) upon successful completion of an original probationary period or following a promotional transfer.

Article 23. Health and Safety

A. General Duty

The University shall provide each employee with employment and a place of employment that is safe and healthful and free from each recognized hazard that is causing or likely to cause serious harm or death to an employee. The University and the Union recognize the need for an effective health and safety program for the mutual benefit of employees and the University. The University agrees to abide by all health and safety laws, rules, regulations and guidelines and adopts those laws as if they were a part of this MOU.

B. Duties of the Labor-Management Committee

As a way to promote and maintain safe and healthful working conditions in the workplace, the University and the Union agree that the Labor-Management Committee will address these issues as needed. Safety-related issues shall have agenda priority at each meeting of the Labor-Management Committee.

C. Cardiopulmonary (CPR) Training

Employees assigned to a job where training in CPR may be a valuable job-related skill as determined by the University shall be offered the opportunity to attend, at the University's expense, CPR training provided by a certified trainer. Denials of CPR training may be appealed to the Director of Human Resources.

D. Hepatitis B

Employees who have occupational exposure to blood and other body fluids shall be offered Hepatitis B vaccine and vaccination series at the Employer's expense.

Employees who are subject to occupational exposure shall be offered the vaccine and vaccination series within ten (10) working days of initial assignment to a position which involves such exposure unless the employee has previously received the complete Hepatitis B vaccination series antibody testing has revealed that the employee is immune, or the vaccine is contraindicated for medical reasons from the date of their initial hire. An employee who is subject to occupational exposure to blood and other body fluids may request the University to furnish the individual with the vaccination series at the Employer's expense.

E. Communicable Diseases

Employees will be provided with information on all communicable diseases to which they may have routine workplace exposure. Annual training by a certified trainer shall be provided to educate employees whose job duties regularly bring them into contact with communicable diseases as a result of performing their duties. The education shall be in the areas of recognition and prevention of such communicable diseases and blood borne pathogens as established and required by OSHA.

F. Physical Exam

The Employer agrees to pay for any physical examinations and necessary tests, as determined by a medical provider, when the health of an employee is affected by an on-the-job injury or exposure to potentially harmful physical agents, toxic materials, infectious agents or by physical assault while on campus (the physical assault must not be, in any way the fault of the employee). The employee shall be given a copy of any test results and/or reports issued by the medical provider, except that written reports shall be provided free of charge.

G. Inspection by Governmental Agencies

Subject to governmental approval, a Union representative shall be entitled to accompany officials of any government agency conducting a health and safety investigation of the University where such investigation directly affects bargaining unit members. The University shall furnish a copy of any government agency investigation report to the Union representative within two (2) workdays following receipt by the University.

H. Unsafe Conditions

The Parties recognize that occasions might arise when an employee is confronted with a choice between not performing assigned tasks or subjecting himself/herself to serious injury or death arising from a hazardous condition at the workplace. If the employee, with no reasonable alternative, refuses in good faith to expose himself/herself to the dangerous condition, he/she will be protected against subsequent discrimination or discipline. The condition causing the employee's apprehension of death or serious injury must be of such a nature that a reasonable person, under the circumstances then confronting the employee, would conclude that there is a real danger of death or serious injury and that there is insufficient

time, due to the urgency of the situation, to eliminate the danger by resorting to regular statutory enforcement channels. Prior to exercising the right to refuse to perform an assigned task under this provision, the employee, where possible, must first have sought from a responsible management representative, and been unable to obtain, a correction of the purportedly dangerous condition. No employee shall be required to drive an unsafe vehicle.

I. Indoor Air Quality

The University shall provide healthful air quality and shall attempt to provide comfortable air temperature in all buildings, offices, and indoor spaces in which employees work consistent with federal and state air quality standards.

J. Asbestos

Employees who work with asbestos or may be exposed to asbestos in the performance of their duties shall have the required training and personal protective equipment. In the event an asbestos hazard is known or discovered, maintenance employees and employees in the affected area shall be immediately notified of the existence and location of the hazard and the University shall take precautionary measures to protect employees from exposure consistent with federal and state laws. The University shall conduct inspections for asbestos as appropriate and provide a copy of the inspection report to the Union.

K. Reproductive Hazard

A pregnant employee assigned to work in an environment that may be harmful to the pregnancy or the fetus may request reassignment to alternate work with proper medical documentation from an appropriate medical provider substantiating the need for a reassignment, at equal pay, within her department. Such a request will not be unreasonably denied. For the purposes of this section, harmful environment includes but is not limited to exposure to toxic substance, communicable diseases, or difficult physical demands.

L. Renovation and Construction of Workspace

The University shall give employees and the Union notice of significant renovations or construction that affect employees as much as possible in advance of the work to be done. In addition, at minimum, the current practice will continue for getting input from employees regarding such work.

M. Personal Protective Clothing

The University will provide all personal protective clothing and/or equipment that are required by applicable laws, regulations, and policies.

N. No Retaliation

No retaliation or disciplinary action shall be taken against an employee solely for the good faith exercise of rights under the terms of this Article or under the laws

and regulations established by any governmental agency regarding Health and Safety in the workplace and Occupational Hazards.

Article 24. Uniforms and Equipment

A. Uniforms

The University may require uniforms for certain classifications of employees, including housekeepers and maintenance employees, who are required to wear uniforms. Where uniforms are required, the University shall provide comfortable clothing of good quality and fit. Employees whose job duties regularly require them to work outside shall be provided clothing that will keep them safe and dry in wet weather; and clothing that will keep them safe and warm in cold weather.

When the University requires employees to wear a uniform, the University shall provide those employees with six (6) sets of the required uniform trousers and shirts (short-sleeved or long-sleeved or a combination of both at the employee's discretion). The University shall provide at least one (1) jacket to all employees who are required to wear uniforms and whose job duties regularly require them to work outside. These jackets shall be replaced only as a result of regular wear and tear.

Where required, the University shall also provide employees with safety shoes that are comfortable and of good fit and/or non-prescription safety glasses or goggles. In addition, the University shall provide either prescription safety glasses for those who need them and/or adequate and fully safe eye protection for employees who wear prescription glasses.

The cleaning and maintenance of any uniforms provided by the University shall be the responsibility of the employee, who furnished uniforms.

If employees are required to wear uniforms, the University shall provide changing rooms and lockers for them.

The University shall provide a uniform replacement for a damaged or worn-out pair of pants or shirt, where such damage is the result of ordinary wear and tear or the result of job-related activities, so that the employee may be able to maintain six (6) sets of serviceable uniforms. An employee shall return the pair of pants or shirt to his/her supervisor for replacement.

Individual employees may be required to submit to sizing or provide his/her measurements for new uniforms.

Note: The date for the provision of uniforms for maintenance and housekeeping employees and other implementation issues such as locker provisions shall be reserved for discussion at LMC.

B. Equipment

The University shall furnish and maintain the materials, tools, and equipment needed by employees to perform their jobs in an efficient and productive manner. The University agrees that, where feasible, it will make every reasonable effort to provide for adequate janitorial closet space in each University building, both current and newly constructed, for the purpose of storing appropriate items as determined by the University. Management expressly reserves the right to determine the types, numbers, and locations of any and all equipment utilized on campus.

Article 25. Personnel Files**A. Official Personnel File**

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

Grievances shall not be kept in the employee's official personnel file. Employees shall be informed as to where their personnel file is maintained.

B. Access

All requests for access to an employee's personnel file must be provided in writing to human resources. An employee or a non-bargaining unit representative, with the employee's written authorization, a representative(s) shall have the right to review his/her personnel files. Upon receipt of the written request, human resources will schedule an appointment for the employee or an authorized representative to view the personnel file during normal business hours, with no loss of pay, provided that the time selected to do so does not significantly interfere with the University operations. Employees shall be expected to make an appointment with the Office of Human Resources at least twenty-four (24) hours in advance, except in the case of an emergency, in order to review their personnel file. Employees have the right to copy any documents in their file and these shall be provided free of charge, unless there is a request for more than twenty (20) pages, in which case the employee may be required to assume a reasonable cost for copying.

C. Notification

From the effective date of this MOU, any derogatory material to be placed in an employee's personnel file will be offered to the employee for his/her initials and indication of the date the document was presented to him or her. If the employee refuses to sign, material shall be placed in the file with a note reflecting the employee's refusal. The employee's initials indicate simply that he/she has seen the material and is not to be construed as agreement with its content. In addition, any derogatory material which is placed in an employee's personnel file without

following this procedure will be removed from the file and returned to the employee.

D. Anonymous Material

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

E. Rebuttal/Expungement

Employees shall have the right to respond in writing and/or through the grievance procedure to any materials placed in their official personnel file. Any written response by the employee shall be appended to the appropriate document. After three (3) years without any further disciplinary action, counseling session memos and verbal/written warnings, not involving any form of harassment, physical altercation or financial impropriety, shall be expunged from the employee's official personnel file upon the written request of the employee within ten (10) business days of receipt of that request by the Director of Human Resources or his/her designee.

F. Work Files

Supervisors may keep working files and notes of events, incidents, and impressions concerning specific employees, including computerized records, but such records that are more than (1) one year old and that are not found in the official personnel file cannot be used against an employee in any future disciplinary proceeding.

Article 26. Disciplinary Actions

A. General

1. No employee shall be disciplined without just cause. Except as otherwise provided by law, the University has the burden of proof in any proceeding under Article 26. After taking a disciplinary action against an employee, the University may not impose an additional disciplinary action against that employee for the same conduct unless additional information is made known to the University after the disciplinary action was taken.
2. The University agrees with the tenets of progressive discipline, where appropriate. Similarly situated employees will be treated similarly regarding the application of disciplinary actions, but mitigating circumstances will be considered.
3. Procedures – Before taking any disciplinary action related to employee misconduct, the University shall:
 - a. investigate the alleged misconduct. (However, the University shall retain discretion to defer its own investigation and imposition of disciplinary action, if law enforcement authorities are in the process

of conducting an investigation of the employee based upon the same alleged misconduct.);

- b. meet with the employee, unless the employee refuses to do so or otherwise refuses to cooperate in an investigation;
- c. consider any mitigating circumstances, unless the employee refuses to offer such circumstances or otherwise cooperate in an investigation of the alleged misconduct;
- d. determine the appropriate disciplinary action, if any, to be imposed; and
- e. give the employee a written notice of the disciplinary action to be taken and the employee's appeal rights.

B. Discipline

1. 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:
 - a. Counseling or Initial Discussion;
 - b. Verbal Reprimand;
 - c. Written Reprimand;
 - d. Suspension without pay;
 - e. Charges for removal (discharge) from University service.
2. 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. Except as otherwise provided in this Article, disciplinary action should be taken as soon as possible after the University has knowledge of or reasonably should have known of a work rule violation or unacceptable behavior. 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 Director of Human Resources or designee before it is administered to the employee.
3. While not all inclusive, the following are examples of some offenses that will subject an employee to disciplinary action:
 - a. Poor performance of duties, including failure to follow instructions or to maintain established standards of workmanship or productivity.
 - b. Insubordination or willful disobedience including refusal to accept instructions from supervisors or other proper authorities.

- c. Use of profane or abusive language on University premises, or actions that may be discourteous or harmful to others.
- d. Threats, fighting, or other physical action against another person or horseplay while on University premises, including abusive, unruly, indecent or obscene conduct.
- e. Continued absences or excessive tardiness that exhibit a pattern or trend.
- f. 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.
- g. Failure of an absent employee to notify the supervisor of each day of absence unless previously excused.
- h. 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.
- i. Unauthorized or improper use of University funds or property.
- j. Being in an unfit condition to perform the duties of the job.
- k. Sleeping on the job.
- l. 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.
- m. Willfully falsifying any University records.
- n. Behavior that compromises another's safety or privacy, or discloses confidential University information to unauthorized persons.
- o. Theft

C. Disciplinary Actions

1. 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.
2. 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.

3. **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.
4. **Suspension:** Suspension means the interruption of the active employment status of an employee. A suspension may be:
 - a. A disciplinary action in itself;
 - b. In appropriate circumstances, an action taken pending an investigation and decision as to the extent of disciplinary action, if any, to be taken; or
 - c. Action taken when an employee has charges for removal pending.
 - d. Action taken under Section 26.A.III.(a) and Section 26.A.III.(c) shall result in suspension without pay. Action taken under 26.A.III.(b) 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.
5. **Suspension:**

The University may suspend an employee without pay no later than **five (5)** workdays following the close of the employee's next shift after the University acquires knowledge of misconduct for which the suspension is imposed. Saturdays, Sundays, legal holidays, and employee leave days are excluded in calculating the **five (5)** workday period unless Saturday or Sunday is part of an employee's regular schedule or when the employee is required to work on a holiday.
6. **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.

D. Right to Union Representation

1. 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.
 - a. In any investigatory interview or discussion with an employee who is the subject of the investigation.
 - b. At any conference where the Employer intends to discuss a proposed disciplinary action with the employee.
 - c. At each step of the Grievance Procedure in conjunction with the disciplinary action.

2. 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.
 - a. 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 26.C.I. and Section 26.C.II. 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 26.C.I. and 26.C.II. above.
 - b. 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.
 - c. 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.

E. Grievance of Disciplinary Action

- F. All disciplinary actions against an employee, beyond counseling and/or a counseling memorandum are grievable.**

Article 27. Grievance Procedure

General

Pursuant to the Article 4 in this MOU, a Bargaining Unit employee is entitled to representation by the Union at any meeting concerning grievance and/or disciplinary action.

In the event of an alleged violation or disagreement over any of the provisions of this MOU, a bargaining unit member represented by AFSCME, which shall be the exclusive employee

organization to represent the employees, shall have the right to file a grievance in accordance with Section 13-201 *et seq.*, of the Education Article of the *Annotated Code of Maryland*, a copy of which is set forth below for convenient reference.

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

A. [A. Definitions]

§ 13-201 of the Education Article of the *Annotated Code of Maryland*

1. *In general.*- In this subtitle the following words have the meanings indicated.
2. *Day.*- "Day" means, except as otherwise provided, a working day, Monday through Friday, regardless of work schedule, weekend work, or midweek days off.
3. *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)

B. [B. Steps in Grievance Procedure]

§ 13-203 of the Education Article of the *Annotated Code of Maryland*

- 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 30 calendar days of the action involved, or within 30 calendar days of the employee having reasonable knowledge of the act, unless these time limits are further delimited as stated in § 13-205 of this subtitle. 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 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 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 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 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 10 days of receipt of the written grievance appeal and render a written decision within 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 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 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.

C. [C. Decisions]

§ 13-204 of the Education Article of the *Annotated Code of Maryland*

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.

D. [D. Suspensions Pending Removal, Involuntary Demotions, Rejection on Probation and Disciplinary Suspension]

§ 13-205 of the Education Article of the *Annotated Code of Maryland*

- a. Suspensions pending removal. - Within 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 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 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 10 days after receipt of the written University decision.
- b. Involuntary demotions.- Within 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 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 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 10 days after receipt of the written University decision.

- c. Rejection on probation.-
- (1) Rejection on Original Probation. Within 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. The appeal is limited to the procedural and legal basis for the rejection. Rejection for cause is not required in the case of an employee rejected on Original Probation.
 - (2) Within 20 days, if possible, after receipt, the president or the president's designated representative shall conduct a hearing. Within 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 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.
- d. Rejection on Promotional, Transfer, or Horizontal Change Probation. Within 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 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 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 10 days after receipt of the written University decision.
- e. 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 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 5 days of notification of the suspension, or the employee or the employee's designated representative may appeal the suspension within 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 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 proceed through steps two and three of the grievance procedure.
- f. 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 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 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:
 - (a) 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
 - (b) Whether other employment and status alternatives should be considered.
- (5) At the preliminary hearing, the employee may:
 - (a) Rebut the reasons given for the suspension;
 - (b) Allege mitigating circumstances; and
 - (c) Offer alternatives to the suspension, including:
 - i. Return to the position with pay;
 - ii. Transfer to another position with pay; or
 - iii. Suspension with pay.
- (6) Within 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.

E. [E. Miscellaneous Provisions]

§ 13-206 of the Education Article of the *Annotated Code of Maryland*

- 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.
- F. [F. Sovereign Immunity and Satisfaction of Awards]

§ 13-207 of the Education Article of the *Annotated Code of Maryland*

- 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 20 days after the award becomes final.

Article 28. Layoff, Recall and Reinstatement from Layoffs

A. The Determination of the Need for Layoffs at the University

1. Definition of "Layoff"

A layoff is an action taken by management in response to a variety of economic and programmatic changes adversely affecting the University, including: a reduction or lack of supporting funds for a particular position or program; a reduction in student enrollment; a reorganization; an elimination of positions, divisions, or departments; elimination of a program; or a reduction in force required by any economic or fiscal needs of the University.

2. Grievability of the Layoff Decision

Management agrees to fully consider all alternatives to layoffs prior to making a final determination as to the need for layoffs; provided, however, that such decision remains solely within the province of the management of the University. Under Section 3-302 of the State Personnel and Pensions Article of the Annotated Code of Maryland, the State through its appropriate officers and employees has the right to lay off employees. A grievance cannot challenge the University's right to lay off employees.

B. Layoff Order and Procedure

1. Seniority Points

If a layoff of a bargaining unit member is necessary, the determination of who is to be laid off shall be made by calculating who has the least number of seniority points within a classification within a Division.

2. Determination of Seniority Points

Seniority points, for purposes of layoff and recall, shall be calculated as follows:

- a. One point for each month of State employment, including USM service;
- b. One point for each month of service with the Division where the layoff is to occur;
- c. One point for each month of employment in the job series or job class in which the layoff will occur (whichever is greater);

- d. For service of less than a complete month, an employee shall be credited with 0.032 points for each day of service; and
- e. For part-time employment, seniority points shall be pro-rated according to the percentage of employment.

For purposes of this provision, “job series” means a group of two or more classes in the same occupational area which requires the application of comparable knowledge, skills, and abilities at varying levels of proficiency or responsibility.

3. Order of Layoff

Employees in a class are to be laid off based on seniority points, as calculated pursuant to Section B.2. above. If someone in a classification is to be laid off, then the person with the least seniority points in that classification will be laid off first.

a. Defining “Divisions” for Layoff Purposes

For purposes of layoffs and recalls under these provisions, the University shall be divided into six (6) divisions, as follows: Administration/Finance; Student Life; Institutional Advancement; Academic Affairs; Information Technology; and the President’s Office, which includes entities that report directly to the President. The University shall inform the Union of any change in this organizational scheme, as well as any impact such change has on the order of layoff. In the event that an employee’s division placement is changed due to a management-initiated reorganization, the employee’s division seniority in the original division shall be transferred to the new division and become the new division seniority.

b. When an Employee Is to Be Laid Off in a Division

When an employee is to be laid off in a division, the order of layoff begins with the person with the least number of seniority points in a classification within that division. The next person to be laid off will be the person with the second least number of seniority points within that division and so on up the scale of seniority points within a classification within that division.

c. Tie-Breakers

In the rare event that there is a tie in the number of seniority points between two (2) or more employees, then the decision on who will be laid off first will be decided by who has the least amount of State employment, including USM service. If, applying these factors, there is still a tie, then the Division Vice President, with approval of the President, 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 as they relate to the specific job, prepared by the Division Head, Department Head, or Chairperson.

4. Notice

a. Notice to the Union

When the University is considering a layoff, the Director of Human Resources shall give a written notice to the Union. This notice shall be given no later than one hundred (100) calendar days prior to the effective date of any layoff. This notice shall give the reasons the University is considering a layoff, the classification(s) the University is considering for layoff, and the approximate numbers of employees the University is considering for layoff.

b. Meeting with the Union

- c. Upon request by the Union, the University shall meet with no more than five (5) representatives of the Union to discuss the reasons for considering a layoff and alternatives to a layoff. Such a meeting, if requested, shall occur between the 100th and 90th day prior to the effective date of the layoff. One additional meeting of reasonable length per month during the ninety (90) days prior to the layoff concerning layoffs and alternative options shall be held at the request of the Union after a notice of layoff goes out to any University employee.

d. Notice to the Employee

When the University decides to lay off an employee or employees, a notice shall be given to the affected employee(s) and the Union at least ninety (90) calendar days in advance of the effective date of such layoff. Notice of layoff shall be in writing and shall include:

- (1) Reasons for the layoff
- (2) Displacement (bumping) rights including:
 - (a) The opportunity to displace or “bump”
 - (b) The availability in the Office of Human Resources of the seniority list, who the employee might be able to bump, and other information related to bumping rights
 - (c) The duty to notify the Office of Human Resources of an intent to displace (bump), and
 - (d) The date by which the employee must notify the Office of Human Resources of a decision to displace (bump)

- (3) Calculation of seniority points, including the employee's total seniority points and the calculations used to arrive at the total number of seniority points (points for total State service, points for division service, and points for service in a job series or job class)
- (4) Features of the severance package as provided in this Article
- (5) Recall and reinstatement rights as described in this Article

5. Administrative Leave during Layoff

During the ninety (90) days between the date that notice is afforded to affected employees and the effective date of layoff, the University shall place affected employees on administrative leave, with pay, for at least forty-five (45) consecutive days. For any period of time during which the affected employees are not on administrative leave, they shall be granted the liberal use of appropriate accumulated leave for the purpose of job searching.

C. Bumping Rights/Displacement Rights

With the following conditions, an employee who has been informed that he/she is being laid off shall have the right to bump another employee in any of the bargaining units represented by the Union with the fewest seniority points within the same job classification or, progressively, within each lower level classification in the same job series, or in any other job classification in which the employee held satisfactory regular status.

If an employee is within twelve (12) months of a possible retirement and has no one to bump given the options in the paragraph above, then that employee shall have the right to bump anyone within the University as long as they meet the minimum qualifications for the job and can maintain an acceptable level of job performance in the new job, as determined by the University.

1. Qualifications to Bump

No employee may displace another employee under this provision unless the displacing employee meets the minimum qualifications of the classification or title of the position being sought. An employee shall have up to fifteen (15) workdays after filing a notice of intent to bump (under Section C.3. below) to acquire additional qualifications to be eligible to actually bump another employee(s).

An employee who obtains another position through bumping shall be required to undergo a probationary period of three (3) months in the new position, unless the employee has previously held satisfactory regular status in the job classification. Failure to successfully complete such probationary period shall result in a rejection on probation and a return to a laid off

status as if laid off on the effective date of the original layoff. During the probationary period, the supervisor shall establish specific, reasonable expectations, as measurable as possible, at the beginning of the period, then meet with the employee and review performance at the midpoint; and give a final evaluation at the end of the probationary period. The supervisor shall make every reasonable effort to provide the employee with training and the necessary support to be successful. A rejection on this type of probation shall only occur where there has been a demonstrated failure to perform the essential functions of the position.

2. Location of Qualifications Information for Positions

Position descriptions and classification specifications shall be available to all employees and to the Union at the University's Office of Human Resources. At the time of the layoff notice, the University shall prepare and maintain an up-to-date list that includes the name of every employee listed by classification and title, and it shall include the total number of seniority points that each employee has. This list shall be given to the Union at the time that it is prepared.

3. Notice to Management of Intent to Bump

If an employee desires to exercise his/her right to bump under this provision, such intent must be made known to the Office of Human Resources, in writing, within fifteen (15) calendar days or ten (10) workdays, whichever is longer, from the date that the employee receives a notice of intended layoff.

Such notice shall include identification of the position(s) to which the employee wishes to bump. Bumping shall result in the reassignment of the employee seeking to bump (including a change in the employee's rate of pay, if any), in accordance with the provisions of Section 4 below as soon as practicable.

4. Rate of Pay Following Exercise of Bumping Rights

If an employee bumps into a classification that is in a lower pay grade than the employee's previous position prior to the notice of layoff, then the employee's initial salary in the new position will be set in the lower pay grade, but at the point in the salary range for the new position that is closest to the employee's most recent rate of pay, with no loss in pay if the employee's salary is still below the maximum rate for the pay grade.

D. Recall/Reinstatement

An employee who is laid off shall be recalled for reappointment following a layoff if, within two (2) calendar years from the effective date of layoff, the University has any vacancies in the classification or title from which the employee was laid off.

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 no more than ten (10) workdays following initial delivery of the recall notice to notify the University of the intention to return to work.
3. The recalled employee shall have up to twenty-one (21) workdays following initial delivery of the recall notice to actually return to work.
4. The recalled employee shall receive full credit for prior USM and/or State service as it applies to service time for determination of annual leave and Sick Leave balances.

If an employee in layoff status takes a non-PIN position at the University during the two (2) year period set forth above, the employee's right to recall will not be affected or prevented in any way by taking the non-PIN position.

For a period of three (3) years from the effective date of the layoff, the employee will, upon their application to specific postings, be granted interviews for appointment to vacancies in the classification in which the employee was laid off, any lower classification in that job series, or any other position vacancy for which the employee meets the minimum qualifications.

E. Severance Package Benefits for Laid Off Employees

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

1. Tuition Remission
 - a. Employees who are laid off and are receiving tuition remission at the time of layoff may complete the semester in which the layoff occurs at whatever qualifying institution they are attending at that time, and they may receive tuition remission for the subsequent two (2) additional consecutive semesters at Coppin State University. For purposes of this provision, fall and spring semesters will be considered consecutive semesters.
 - b. The tuition remission benefit described in Section 1 above is for the employee only, with the exception that any employee dependent or spouse 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, and for one (1) additional semester at Coppin State University.

- c. Employees who are within thirty (30) credits of an undergraduate degree, and need to complete for graduation one or more courses that are not offered at the University during the above period, may take that course or courses at another qualifying institution at the University's expense, in accordance with current practice.
- d. Assistance to Employees
- e. During the 90-day period before layoffs are effectuated, the University shall provide the following services and assistance to employees who have received notice of management's intent to lay them off:
 - f. Developing a resumé
 - g. Composing a cover letter
 - h. Interviewing skills
 - i. Conducting a job search
 - j. Contacting employment agency
 - k. Recommending readings
 - l. Making available information from the Career Development and Cooperative Education Center concerning job opportunities
- m. Financial adjustment and budget planning
- n. Family counseling
- o. Grief or loss counseling
- p. Access to Career Development and Cooperative Education Center
- q. The University shall make available the resources of the Career Development and Cooperative Education Center during regular business hours to assist laid off employees in their job search for up to six (6) months following the layoff.

F. Training for Laid Off Employees

Whenever the University announces training for all employees, laid off employees shall, for the first six (6) months following their layoff, be allowed to attend, participate and to get all of the benefits of such training if there is adequate space at no additional cost to the University. The Office of Human Resources shall notify laid off employees of all such training opportunities in a timely way via U. S. mail and/or email directly to laid off employees at their last known address. Laid off employees shall be expected to keep the Office of Human Resources informed as to their current mailing and email addresses.

Article 29. Work Stoppages

It shall be a violation of this MOU for the Union to engage in or encourage a strike or work stoppage against the University. If the Union engages in or encourages a strike or work stoppage against the University, the University shall seek relief by filing Unfair Labor Practice charges against the Union with the State Higher Education Labor Relations Board, which shall be authorized hereby to determine the appropriate remedy. In addition to the foregoing actions before the SHELRB, the University reserves the right to take any and all other available legal action it deems necessary in the event of an illegal work stoppage in violation of this MOU.

Article 30. Savings

In the event that a court of competent jurisdiction, the State Higher Education Labor Relations Board, or other regulatory or enforcement agency determines that any provision(s) of this MOU is in conflict with and/or superseded by any State, federal or local law or regulation, the provisions of such State, federal, or local law or regulation shall control and the remainder of the MOU shall not be invalidated by such conflict.

If a determination or decision is made pursuant to the paragraph above, the Parties to this MOU shall convene immediately for the purpose of negotiating such items as a satisfactory replacement for such Article or part thereof. If the matter involves an issue which was the subject of coalition bargaining, *i.e.*, a matter which was delegated exclusively to the bargaining process involving the University and the other USM institutions that agreed to negotiate with the Union over certain economic matters, the University agrees to participate in any ensuing bargaining conducted at the coalition level and to incorporate any agreements reached thereat into this MOU.

Article 31. Duration and Renewal

A. 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 March 31, 2020. The Parties shall ensure that their respective ratification processes are completed as promptly as possible after the conclusion of negotiations.

B. Renewal

Should either Party desire to renew this MOU, they may do so by providing written notification of its intent to do so to the other Party by August 1, 2019. 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 (i) each side will exchange the complete package of proposals for changes to the MOU no later than September 1, 2019, (ii) negotiations for a successor MOU will commence in the first week of October 2019 unless otherwise mutually agreed by the Parties.

Special Side Letter for Dispatchers

Section 1. Holidays

Dispatchers shall be allowed to request holidays in accordance with Article 10 of this MOU.

Section 2. Use of Leave

Requests for use of personal leave, sick leave, or other type of leave to which the employee earns shall be granted in accordance with Article 11 of this MOU.

Section 3. Recording of Absences

A dispatcher's absence must be approved and recorded in writing by a commanding officer. The chain of command for requesting leave is as follows: Direct Supervisor, Operations Lieutenant, and the Chief of Police. A dispatcher, who will not be reporting to work, must call, text, or email his/her direct supervisor to request leave.

Section 4. Uniforms

Dispatchers will be provided with uniform allotment which shall consist of five (5) long-sleeve shirts, five (5) short sleeve shirts, five (5) pairs of pants, two (2) neckties, one (1) badge, two (2) color pins and one (1) name tag. Dispatchers will continue to be responsible for the professional dry cleaning of their uniforms.

Special Side Letter regarding Essential Personnel

The parties have agreed to the following:

The University requires essential personnel to report to work for weather or other emergency conditions. Essential personnel provide services that relate directly to the health, safety, and welfare of the University, ensure continuity of key operations, and maintain and protect University properties. Essential personnel are staff who are required to report to their designated work location, to ensure the operation of essential functions of the University during weather-related or other emergency conditions.

Management or department designee will determine which functions and staff is essential during weather-related or other emergency conditions. Management or department designee is responsible for communicating in writing the information to all personnel in their respective department. Essential personnel are expected to come to work in weather or other emergency conditions unless excused by their supervisor. Failure to report to work as directed may result in disciplinary action.

Signature Page

Maria Thompson, Ph.D.
President,
Coppin State University

Patrick Moran
Executive Director,
AFSCME Council 3

Appendix

A. Performance Management Process Form (Evaluation)

PERFORMANCE MANAGEMENT PROCESS PMP FORM			UNIVERSITY OF MARYLAND SYSTEM
EMPLOYEE NAME	ID#	PERIOD COVERED	DATE OF REVIEW
JOB TITLE	DIV./DEPT.	SECTION/UNIT	SUPERVISOR
<p>INSTRUCTIONS FOR COMPLETING PMP FORM</p> <p>Beginning of Review Period</p> <ol style="list-style-type: none"> 1. Complete identification information above. 2. Identify major performance areas applicable for employee (Section 1). Sign and date form after discussing factors/objectives 3. Identify the performance factors which are key to the position (Sections 2 and 3) by indicating the importance weighting (High, Medium, Low). These will be the factors on which the employee will be evaluated. (Note: A "Low" weighting factor does not mean the factor is unimportant, only that it is less important than other factors.) 4. (Optional) Write operational objectives and standards (Section 4) and indicate importance weighting. 5. Employee and supervisor retain copy of PMP form. <p>During Review Period</p> <ol style="list-style-type: none"> 1. Update performance factors and operational objectives as necessary, and use form as basis for discussing performance and providing feedback and coaching. <p>End of Review Period</p> <ol style="list-style-type: none"> 1. Evaluate performance on key performance factors and operational objectives (if applicable), and document performance under "Comments" or "Results". Consider performance during entire period. 2. Evaluate overall performance (Section 5) and note any overall comments on performance. 3. Discuss evaluation with next level supervisor or department designee. 4. Conduct performance review discussion and complete development plans (Section 6). 5. (Optional) Employee may add his/her comments (Section 7) 6. Sign and date form (Section 8). 7. Forward original signed form to Office of Human Resources Management. 			
<p>RATING SCALE:</p> <p>OUTSTANDING: Performance consistently above standards and far exceeds normal expectations; exceptional achievement and contribution to institution.</p> <p>ABOVE STANDARDS: Performance above standards in many important aspects and exceeds normal expectations.</p> <p>MEETS STANDARDS: Performance meets standards in all important aspects.</p> <p>BELOW STANDARDS: Performance below standards in some important aspects, but meets standards in other respects; improvement needed.</p> <p>UNSATISFACTORY: Performance below standards in critical aspects; improvement required.</p>			

SECTION 1: MAJOR PERFORMANCE AREAS	
Check major performance areas applicable to employee:	
<input type="checkbox"/>	Individual Performance Factors (Section 2)
<input type="checkbox"/>	Manager/Supervisor Performance Factors (Section 3 – used only if employee is responsible for supervising others)
<input type="checkbox"/>	Operational Objectives (Section 4 – optional)
Signatures below indicate performance factors and objectives have been identified and discussed with employee:	
Employee: _____	Date: _____
Supervisor: _____	Date: _____

SECTION 2: INDIVIDUAL PERFORMANCE FACTORS						
BASIC WORK FACTORS	Impt. Wgt.: High Med Low	RATING SCALE				
		Out- Stand- Ing	Above Stand- Ards	Meets Stand- Ards	Below Stand- Ards	Unsat- Isfact- Ory
QUALITY OF WORK: Completing work thoroughly, accurately, neatly and according to specifications; producing output with minimal errors		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
QUANTITY OF WORK: Consistently producing a high volume of acceptable work; producing services or output quickly and efficiently		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TIMELINESS: Completing tasks and assignments by scheduled time; allocating time to various tasks and assignments in accordance with priorities; informing supervisor when schedule problems occur		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
USE OF RESOURCES: Making good use of resources, and not wasting time or material; looking for ways to reduce costs; staying within budgets allocated		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ATTENDANCE AND PUNCTUALITY: Coming to work regularly without excessive absences; maintaining assigned work schedules		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMUNICATIONS						
ORAL COMMUNICATIONS: Speaking clearly, concisely, and using words easily understood; exchanging ideas with others; making oral presentations at meetings; listening to understand meaning of oral material		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WRITTEN COMMUNICATIONS: Writing reports, memos, letters, etc. using appropriate style, format, spelling and grammar; writing in a clear, concise manner		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:						

INTERACTING WITH OTHERS	Impt. Wgt.: High Med Low	RATING SCALE				
		Out Stand-ing	Above Stand-ards	Meets Stand-ards	Below Stand-Ards	Unsat-isfact-ory
COOPERATION AND TEAMWORK: Putting the group's success ahead of personal goals; sharing information and resources with others; giving timely response to requests made by others; promoting teamwork		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
INTERPERSONAL RELATIONSHIPS: Showing sensitivity to and concern for the interests and needs of others; working to reduce conflict and establishing smooth work relationships; negotiating with others		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLIENT SERVICE: Understanding the needs of internal and external clients; making special effort to be responsive in meeting their needs and building client satisfaction		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PUBLIC RELATIONS: Representing the University in a positive way to members of the University community and external groups		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:						

CONCEPTUAL SKILLS

PLANNING: Developing strategies and work plans for accomplishing goals; organizing tasks in a logical sequence and identifying resources required		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PROBLEM SOLVING: Identifying problems and analyzing causes; taking or recommending actions after evaluating alternative solutions; following up to ensure problems are actually corrected		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CREATIVITY: Discovering and implementing new and improved ways of doing things; breaking out of the "status quo" to find better ways to accomplish goals		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:						

JOB SKILLS

JOB KNOWLEDGE: Understanding job procedures, policies and responsibilities; keeping up-to-date technically; acting as a resource person on whom others rely for assistance		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HANDLING CHALLENGES: Maintaining high performance under conditions of pressure or uncertainty; dealing with varying workload requirements; remaining composed when decisions have to be made quickly		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
INITIATIVE: Anticipating problems and voluntarily taking appropriate actions; assuming responsibility for work without being told; seeking out or willingly accepting tough assignments		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ADMINISTRATION: Keeping accurate records and documenting actions; processing paperwork; organizing information for follow-up and retrieval later		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:						

OTHER FACTORS (OPTIONAL)

		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:						

Section 3: Manager/Supervisor Performance Factors	
EMPLOYEE NAME	ID #

Note: Complete this Section only if employee is responsible for supervising others.

	Impt. Wgt.: High Med Low	Rating Scale				
		Out- Stand- ing	Above Stand- ards	Meets Stand- ards	Below Stand- ards	Unsat- isfact- ory
PLANNING AND ORGANIZING						
SETTING OBJECTIVES: Establishing appropriate objectives and priorities for the unit based on strategic goals of the University; communicating objectives and priorities to others; updating objectives as needed.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BUDGETING: Developing budgets for the unit based on strategic goals to be accomplished; monitoring status during year; recommending changes to budget when appropriate.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ORGANIZATION AND WORK ALLOCATION: Organizing work flow and relationships among people and functions in the unit; delegating work to make efficient use of resources and to develop people's capabilities.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COORDINATION/INTEGRATION: Interacting with others to achieve common goals; facilitating the flow of information among individuals and groups; seeking support from other functions when appropriate.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MONITORING GROUP RESULTS: Tracking performance to ensure the unit is meeting its objectives; initiating timely action when required by internal or external change		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:						

MANAGING/SUPERVISING EMPLOYEES

STAFFING: Planning and staffing the unit with the appropriate number and skills mix of employees; selecting highly qualified persons for the unit; using staff creatively to solve staffing shortages		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DEFINING EXPECTATIONS: Reaching agreement with employees on their objectives, priorities and measures; ensuring objectives and work plans are updated when required		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FEEDBACK AND COACHING: Providing employees with frequent performance feedback and coaching; providing recognition for areas of high or improved performance; working with people to correct performance problems.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PERFORMANCE REVIEWS: Evaluating performance and conducting performance review discussions; conducting interim review discussions when appropriate		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HUMAN RESOURCES DEVELOPMENT: Supporting employees in increasing their capabilities to contribute more on their present jobs and to prepare them for future jobs; identifying training needs and suggesting training programs		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LEADERSHIP AND MOTIVATION: Creating a productive, creative environment where people strive for quality of service; fostering a commitment for achieving University goals; setting an example for others to follow.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMUNICATION LINK: Acting as a communications link between employees and higher management; keeping people in unit informed about things important to them		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:						

Other Factors (Optional)						
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:						

SECTION 4: OPERATIONAL OBJECTIVES (OPTIONAL)

EMPLOYEE NAME	ID#
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OBJECTIVES/STANDARDS	RESULTS	Imp't. Wgt. High Med Low	Rating Scale				
			Out-stand-ing	Above stand-ards	Meets stand-ards	Below stand-ards	Unsat-isfac-tory
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section 5: Summary of Overall Performance					
OVERALL PERFORMANCE RATING					
Outstanding	Above Standards	Meets Standards	Below Standards	Unsatisfactory	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
OVERALL COMMENTS:					

SECTION 6: EMPLOYEE PERFORMANCE DEVELOPMENT LANS	
SPECIFIC PLANS FOR DEVELOPMENT	TIMING

SECTION 7: EMPLOYEE COMMENTS	
EMPLOYEE COMMENTS (OPTIONAL)	

SECTION 8: SIGNATURES		
Employee:	_____	_____
	(Signature*)	(Title)
		Date _____
Supervisor:	_____	_____
	(Signature)	(Title)
		Date _____
Next Level Supervisor Or Dept. Designee:	_____	_____
	(Signature)	(Title)
		Date _____
*Signature acknowledges that the performance review has been discussed with me.		

B. Some of the USM policies referred to in this MOU are listed below and can be found on the USM web page at <http://www.usmd.edu/regents/bylaws/> and is subject to all the terms and conditions set forth therein.

VI - 12.00 - POLICY ON EMERGENCY CONDITIONS: CANCELLATION OF CLASSES AND RELEASE OF EMPLOYEES

VII- 4.10 - POLICY ON TUITION REMISSION FOR REGULAR AND RETIRED FACULTY AND STAFF EMPLOYEES OF THE UNIVERSITY SYSTEM OF MARYLAND

VII - 4.20 - USM POLICY ON TUITION REMISSION FOR SPOUSES AND DEPENDENT CHILDREN OF REGULAR AND RETIRED FACULTY AND STAFF EMPLOYEES OF THE UNIVERSITY SYSTEM OF MARYLAND

VII - 7.00 - POLICY ON ANNUAL LEAVE FOR ADMINISTRATIVE AND CLASSIFIED PERSONNEL

VII - 7.10 - POLICY ON PERSONAL LEAVE FOR REGULAR EXEMPT EMPLOYEES

VII - 7.11 – USM POLICY ON LEAVE RESERVE FUND FOR EXEMPT AND NONEXEMPT STAFF EMPLOYEES ON REGULAR STATUS

VII - 7.12 - POLICY ON LEAVE OF ABSENCE WITHOUT PAY

VII - 7.20 - POLICY ON ADMINISTRATIVE LEAVE FOR ADMINISTRATIVE AND CLASSIFIED PERSONNEL

VII – 7.21 – POLICY ON JURY SERVICE FOR ADMINISTRATIVE AND CLASSIFIED PERSONNEL

VII - 7.22 - POLICY ON LEAVE FOR LEGAL ACTIONS FOR ADMINISTRATIVE AND CLASSIFIED PERSONNEL

VII - 7.23 - USM POLICY ON MILITARY LEAVE WITH PAY FOR EXEMPT AND NONEXEMPT STAFF EMPLOYEES ON REGULAR STATUS

VII – 7.24 - USM 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

VII - 7.26 - USM POLICY ON LEAVE DISASTER SERVICE

VII - 7.40 - USM POLICY ON ACCIDENT LEAVE FOR EXEMPT AND NONEXEMPT STAFF EMPLOYEES

VII - 7.50 - USM POLICY ON FAMILY AND MEDICAL LEAVE FOR EXEMPT AND NONEXEMPT STAFF EMPLOYEES

VII - 7.50 - USM POLICY ON FAMILY AND MEDICAL LEAVE FOR EXEMPT AND NONEXEMPT STAFF

VII - 9.60 - POLICY ON SALARY UPON REINSTATEMENT

