



MEMORANDUM OF UNDERSTANDING

Between

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

and

**UNIVERSITY OF BALTIMORE
(NON-EXEMPT EMPLOYEE UNIT)**

07/01/13 through 6/30/16

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PREAMBLE

This Memorandum of Understanding is entered into by the University of Baltimore ("University") and the American Federation of State, County and Municipal Employees, AFL-CIO ("Union" or "AFSCME") and its affiliate, AFSCME MD.

ARTICLE I -- RECOGNITION

Section 1. Exclusive Bargaining Agent.

The University recognizes AFSCME as the sole and exclusive bargaining agent of the employees as defined in Section 2 for the purpose of collective bargaining over wages, hours and other terms and conditions of employment pursuant to SPP Title 3.

Section 2. Definition of Employees.

Whenever used in this Agreement the term employees shall mean all eligible Non-Exempt employees, as described in the federal Fair Labor Standards Act employed by the University. The bargaining unit of employees covered by this Agreement shall expressly exclude all exempt employees, supervisors, managerial and confidential personnel, contingent employees and sworn police officers.

Section 3. New Non-Exempt Employee Job Classifications.

Should the University decide to create a new non-exempt job classification(s), the University shall notify the Union at least thirty (30) days prior to the intended date of implementation. The University shall inform the Union as to whether it claims the new non-exempt job classification is properly excluded from the non-exempt bargaining unit. The parties will then meet to review the classification specifications and attempt to resolve the issue. Any disputes between the University and the Union as to the placement of a new job classification in the bargaining unit may be submitted to the State Higher Education Labor Relations Board (SHELRB) at the request of either party.

Section 4. AFSCME Web Page.

The University will provide a link in the University's Web Site for the AFSCME Web Page. The contents posted in the AFSCME Local 3895 Web Page shall comply with the standards set forth in the USM policy for web sites.

ARTICLE II – PROBATIONARY EMPLOYEES

Section 1. Duration.

The probationary period is a trial period of work in a position upon initial employment with the University. All newly hired employees and employees who are rehired following a voluntary or involuntary separation shall serve a six (6) month probationary period.

A status change probationary period of three (3) months will be served by an employee who is appointed to another position at the University as a result of a promotion, demotion or lateral transfer.

Section 2. Extension of Probation Period.

At the discretion of management, an original probation period may be extended an additional six (6) months. A status change probation may be extended, at the discretion of management, an additional three (3) months.

Section 3. Contingent II Employees.

A Contingent II employee who is appointed as a regular employee without a break in service to the same position held during the Contingent II appointment will have the time spent in the Contingent II status apply towards the completion of the probationary period.

Section 4. Rejection During Original Probation.

(a) The supervisor may terminate, without cause, the employment of an original probationary employee at any time during the original probationary period. In this case, the supervisor shall give the employee written notice of the rejection at least thirty (30) calendar days prior to the expiration date of the original probationary period. The period of notice may be shortened as necessary in the event of the employee's misconduct or gross misconduct.

(b) An employee who is rejected during their probationary period may appeal any failure to provide timely notice or an illegal action in connection with their rejection in accordance with the appeal procedures set forth in Education Article Section 13-205(c) of the Annotated Code of Maryland, as described in Article XI GRIEVANCE PROCEDURE, *infra*.

Section 5. Rejection During Status Change Probation.

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 of 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 that the employee is qualified to perform available 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.

ARTICLE III - NEW EMPLOYEE ORIENTATION

Section 1. Introduction to the Union.

The University will afford the Union the opportunity to meet with the new bargaining unit employees to inform them about the labor-management relationship between AFSCME and the University to explain the rights, benefits and responsibilities that employees have under the Memorandum of Understanding.

Section 2. Meeting Schedule and Location.

The Union sponsored orientation session will be conducted on the second Tuesday of the month from 11:40 a.m.-12:00 noon in a meeting space to be provided by the University free of charge to the Union.

Section 3. Release Time for New Employees and Union Representatives

New Bargaining Unit employees shall be afforded twenty (20) minutes release time, without loss of pay to attend one of the regularly scheduled Union sponsored orientation meetings within the first ninety (90) days of the employee's employment. A Local Union Officer or Job Steward shall be granted up to twenty (20) minutes of unpaid release time to present a Union sponsored new employee orientation session provided they have notified and obtained approval from their supervisor at least ten (10) working days in advance of the scheduled session. Approval of release time for the new Employee, Union Officer or Shop Steward shall not be unreasonably withheld.

Section 4. Monthly Information.

The University will provide the Union with a list of newly hired non-exempt employees the first week of each month. The report can be submitted electronically or paper copy and shall be mailed to an address designated by the Union.

Section 5. Joint Union/UB OHR Meetings

Three (3) times per year, the Office of Human Resources (UB OHR) will partner with Union Representative(s) to present a one (1) hour orientation/training session related to the current Memorandum of Understanding with meetings to be held for that same purpose with Non-Exempt bargaining unit members. Upon initiation from Union Representative(s), these sessions will be scheduled at the beginning of each calendar year. UB OHR will coordinate meeting times and locations with the relevant management officials at the University.

ARTICLE IV - PERSONNEL FILE

Section 1. Official File

There is only one official personnel file for each employee. The official file will be kept in the office of Human Resources where its privacy, protection from loss, and integrity is the direct responsibility of the University of Baltimore, however, working copies of personnel files may be kept in the office of the

Department Head or designee. The official personnel file may include, but will not be limited to the following documents:

1. Employment application and/or resume.
2. College transcripts.
3. Job description or Position Information Form (PIF).
4. Records relating to hiring, promotion, demotion, transfer, reassignment, layoff, compensation, education and training.
5. Letters of recognition.
6. Disciplinary documents.
7. Performance evaluations (PMPs).
8. Documents relating to separation from employment.

Except as otherwise required by law or court order, access to the personnel file will be limited to the employee, an employee representative for whom a signed authorization for access has been provided by the employee, and University management staff with relevant and legitimate interests in the inspection of such file. As specified above, an employee's personnel file or its contents will not be disclosed to any unauthorized person or entity unless specifically authorized in writing by the employee.

Section 2. Notice to the Employee

The Office of Human Resources or immediate supervisor shall provide an employee a copy of any materials the University intends to place in the employee's personnel file which reflects negatively on an employee's job performance. If an employee is on leave, the notice shall be provided upon return of the employee to active duty or at the University's discretion, by U.S. mail to the employee's last known address with the University.

Section 3. Right to Inspect Personnel File

A bargaining unit employee and/or his AFSCME representative (with the authorized written approval of the employee) shall have the right to inspect the employee's official personnel file by scheduling an appointment with the Associate Director of Human Resources or designee. The employee or his/her representative shall have the right to make 5 copies (pages), free of charge, if such is necessary. If the amount of copies exceeds 5 pages, a cost of \$.15 per copy shall be paid to the University.

Section 4. Expunging of Disciplinary Documents

After eighteen (18) months without any further disciplinary action and upon request of the employee, counseling session memos and verbal/written warnings shall be expunged from the employee's official personnel file.

ARTICLE V -- NON-DISCRIMINATION

Section 1. No Discrimination.

In the administration of this agreement, neither the University nor the Union shall discriminate against any employee because of that employee's race, color, sex, religion, national origin, age, sexual orientation, marital status, veteran status or union membership or against qualified individuals with a disability. This provision shall be interpreted in accordance with applicable federal and state law.

ARTICLE VI -- HOURS OF WORK

Section 1. Standard Workweek.

The standard workweek for full-time non-exempt employees consists of forty (40) hours per week. The University has the right to schedule its employees to fully meet the operational needs of the University; however, University will make a good faith effort, whenever practical, to provide employees with consecutive hours in the workday and consecutive days in the workweek. The regular work day for Security Officers shall be inclusive of any roll call which they are required to attend.

Section 2. Work Schedules.

A work schedule is defined as the employee's assigned work hours, including starting and ending times during the day, and days included during the standard workweek. Employees may request temporary changes in their regular work schedule. All such requests will be decided by management. The exercise of this discretion shall not be arbitrary and capricious.

Section 3. Work Breaks.

Two paid duty free rest breaks of **fifteen (15)** minutes each shall be granted to full-time employees and employees in a part-time status but who work an eight hour day. The times for the breaks shall be determined by management. Security Officers and Police Communications Officers may have break periods interrupted dependent upon the operational needs of the department.

Section 4. Lunch Break.

Except as otherwise provided herein, there shall be a duty free lunch break of thirty (30) minutes for employees scheduled to work six (6) hours or more. The time of the lunch break will be determined by management. All efforts will be made to ensure the lunch break occurs between the beginning of employee's third (3rd) and the ending of the employee's fifth (5th) hour of his/her work schedule. Due to the nature of the operation, employees serving as police communication officers and security officers are to take up to a thirty (30) minute paid meal break while on duty with notification to and approval of the supervisor.

Section 5. Overtime Pay.

For all hours actually worked in excess of forty (40) hours in a workweek, an employee shall be paid one and one-half (1.5) times his/her regular straight-time rate of pay for that workweek. All hours associated with paid leave shall be considered as hours worked for the purposes of computing overtime.

Section 6. Distribution of Overtime.

Overtime shall be distributed as equally as practical every six (6) months among the employees within a specific department/office for which overtime is needed.

Section 7. Mandatory Overtime.

Whenever practical, overtime will be assigned within a department on a voluntary basis, first to employees within the classification and then to employees outside of the classification. However, due to operational needs, the University may assign mandatory overtime work as needed first to employees within the classification and then to employees outside of the classification. 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 unit to work the mandatory overtime.

Section 8. Advance Notice.

The employer shall provide notice of required overtime work at least four (4) hours in advance of end of shift overtime and at least one full work day's notice in advance of an additional day overtime. However, if circumstances beyond the control of the employer arise which make it impossible to provide such advance notice, employees are not relieved of the requirement to work overtime.

Section 9. Payment of Overtime.

All timely submitted hours worked under the overtime provisions of this contract shall be certified to Central Payroll on behalf of the employee at the next regularly scheduled pay-day provided that such hours of overtime took place before the payroll reporting deadlines in effect at that time.

Section 10. Call In/Call Back.

Employees called in before their regular shift or called back after their regular shift has ended shall be guaranteed a minimum of four (4) hours pay at their regular rate of pay or the actual number of hours worked, whichever is greater. In the event an employee is called back to work after completion of their regular shift or is called into work on a scheduled off duty day, the employee's reasonable travel time shall be considered as time worked and counted toward the four (4) hour guaranteed minimum pay for call in or call back time.

Section 11. Overtime Pyramiding.

There shall be no duplication or pyramiding in the computation of overtime and other premium wages, excluding differentials and nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked. If more than one of the

provisions of this Agreement shall be applicable to any time worked by an employee, he shall be paid for such time at the highest rate specified in any of such applicable provisions, but he shall not be entitled to additional pay for such time under any such provisions.

ARTICLE VII -- UNION DUES

Section 1. University Indemnification.

The voluntary decision of an employee to authorize the declaration of monthly dues and initiation fees, if applicable, from the employee's wages shall be consistent with SPP 2-403. Therefore, the University assumes no obligation, financial or otherwise, in conjunction with the current procedure for the deduction of dues. The Union shall indemnify and hold the University harmless from any and all claims, grievances, arbitrations, awards, suits, attachments, or other proceedings arising out of or by reason of any action taken by the Union in conjunction with the current dues deduction procedure under SPP 2-403. The University will not be responsible for deductions from the pay of any employee for any AFSCME fines, penalties, or special assessments.

ARTICLE VIII -- UNION RIGHTS

Section 1. Union Visitations.

Upon providing notice in writing (by letter, fax or e-mail) between 8:00 a.m. and 4:00 p.m. Monday through Thursday to the University's Associate Director of Human Resources or his/her designee, at least twenty-four (24) hours in advance of a planned visit, non-employee representatives of the Union shall have reasonable access to the University for the purpose of conferring with the University or Union Stewards, and administering this Agreement. Such visitations shall not interfere with any educational activities; the orderly operation of the University or disturb the work of employees.

Section 2. Union Stewards.

The Union may designate up to one (1) Steward for every thirty (30) employees from the ranks of the non-exempt bargaining Unit as Stewards (and an equal number of alternates who shall act only in the absence of their respective Stewards) to represent the individual employees who are covered by this Agreement on individual grievances. The Union will submit a list of Job Stewards to the University within thirty (30) days after the ratification of this contract, and thereafter, will notify the University in writing to any additions or deletions to the Job Stewards list. Each Steward or alternate will be a working employee, who shall be permitted a reasonable amount of time (but not to exceed two (2) hours per week) during regular working hours to investigate and present the grievances of such employees as he/she has been designated to represent. Prior to leaving the work area to investigate or present a grievance, the Steward must notify and receive permission from their supervisor. Such permission shall not be unreasonably withheld, but it shall not be granted at times which interfere with the efficient operation of the University. The University shall not discriminate against any Steward or alternate for his/her conduct in performing lawful Union duties. During such performance of Union-related business, a Steward or alternate shall receive his regular compensation from the University.

Section 3. Bulletin Boards.

The University shall provide the Union a bulletin board in the Academic Center specifically designated for Union purposes on which it shall be allowed to post its official notices of the following Union activities: meetings, elections and results of elections, appointments, recreational and social affairs, provided such notices have been previously submitted to the Associate Director of Human Resources for review. The Union shall ensure that posted items are not illegal, defamatory, political or partisan and that no such item is detrimental to the safety and security of the institution.

Section 4. Right to Information.

The University shall provide the Union with the following information:

- a) A monthly report listing all newly hired non-exempt employees. The report shall include the name, job title, assigned salary grade, office and department and daily hours of work of the employee. The report can be submitted on a floppy disk, CD ROM or paper copy format and shall be mailed to an address designated by the Union.
- b) A monthly report containing the names, job classification and telephone number of all non-exempt employees who are retired, resigned, or otherwise were separated from employment in the previous month.
- c) Upon request, each employee shall be entitled to receive one (1) copy of their respective job description within two (2) business days of receipt of the request.

Section 5. Meeting Space.

Subject to availability the University agrees to provide at no cost to the Union meeting space once per month to conduct meetings for the purpose of facilitating the administration of this Agreement, provided the Union submits a request for the use of facilities in compliance with the procures established by the Department of Auxiliary Enterprises. The University further agrees to provide the Union, at a reduced fee (University related activity fee schedule), meeting space for additional meetings the Union may desire to conduct to facilitate the administration of the MOU. The University shall not discriminate against the Union or its members when assessing the feasibility of providing meeting space for Union business, nor shall the University unreasonably deny a request.

Section 6. Means of Communication.

A. Mass Mailings

The Union shall have the right to communicate with employees, as defined in the MOU, through the use of the campus e-mail and regular mail distribution systems in accordance with applicable University policies and the notice requirements contained in this section. At least twenty-four (24) hours in advance of a mass mailing distribution through the means identified above; the Union shall submit a copy of the proposed communication to the Associate Director of HR or her/his designee. The proposed communication shall be signed and dated by an authorized Union official and shall not contain material which is offensive, illegal, defamatory, political, or partisan in nature or detrimental to the safety and

security of the institution. The University shall retain the right to deny the Union access to the mail system for the distribution of the objectionable communication if it determines that the proposed communication does not conform to the conditions contained herein. The University agrees to not unreasonably deny the Union access to the mail system for the distribution of communication.

B. Individual Mailings

The Union shall be permitted to communicate with elected Union officers and Union stewards through the use of computers/electronic mail; provided that such use does not interfere with the University's operations and is for legitimate Union business.

ARTICLE IX -- MANAGEMENT RIGHTS

Section 1. Retention of Managerial Prerogatives.

The University shall retain the sole and exclusive authority for the management of its operations and may exercise all rights, powers, duties, authority and responsibilities conferred upon and invested to it by all laws, including those codified at Section 3-302, Title 3 State Personnel and Pensions, Annotated Code of Maryland, and all inherent managerial rights, prerogatives, and functions, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion to:

1. Determine the mission, budget, organization, numbers, types and grades of employees assigned, the work projects, tours of duty, methods, means and personnel by which its operations are to be conducted, technology needed, internal security practices, relocations of its facilities;
2. Reprimand, suspend, discharge, or otherwise discipline employees for cause;
3. Determine the number of employees to be employed; hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, layoff, recall to work; to set the standards of productivity and to periodically set the criteria for and engage in evaluations of employees' work performance;
4. Determine the services to be rendered; maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked;
5. Use supervisors, managerial employees, contingent employees, independent contractors to perform work or services also performed by employees within the bargaining unit; subcontract and/or contract out work performed by bargaining unit employees. The University will not subcontract work currently performed by bargaining unit employees without first giving the Union at least sixty (60) days notice of its intent to do so. The University shall not use the provisions of this subsection solely for the purpose of avoiding its obligation to recognize the Union as the exclusive representative of the employees in the bargaining unit.

6. Expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; close down, or relocate the University's operations or any part thereof; to control and regulate the use of machinery, facilities, equipment, and other property of the University;
7. Introduce new or improved research, production, service and maintenance methods, materials, machinery and equipment; to determine the number, location and operation of departments, divisions, and all other units of the University;
8. Promulgate and implement State, USM policies, rules, regulations, and procedures; issue, implement, revise University and/or department policies, rules, regulations, practices and procedures; provided they are not in conflict with the terms of this MOU;
9. Take whatever action is either necessary or advisable in the University's judgment to determine, manage and fulfill the mission of the University and to direct the University's employees;
10. Terminate employment because of lack of funds, lack of work, under conditions where the employer determines continued work would be inefficient or nonproductive, or for other legitimate reasons; and
11. Provide a system of merit employment according to the standard of business efficiency.

The University's failure to exercise any right, prerogative, or function in a particular way, shall not be considered a waiver of the University's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE X -- EMPLOYEE RIGHTS

Section 1. General.

In addition to all rights granted under this Agreement, all employees in the bargaining unit shall enjoy the following protections and rights:

- (a) to take part or refrain from taking part in forming, joining, supporting, or participating in any employee organization or its lawful activities; and
- (b) to be fairly represented by their exclusive representative in collective bargaining; and;
- (c) to engage in collective bargaining or other concerted activities for the purposes of collective bargaining, except as prohibited by Title 3 State Personnel and Pension, Annotated Code of Maryland, Sections 3-303 and 3-305.

Section 2. Direct Discussions with University.

An employee covered by the Agreement may, without the intervention of union representation, discuss any matter with the University.

ARTICLE XI – GRIEVANCE PROCEDURE

GENERAL

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

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

§ 13-201. Definitions.

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

§ 13-202. (Omitted)

§ 13-203. Steps in grievance procedure.

- (a) *Availability of procedure; number of steps.*- If, following informal discussion with the supervisor, a dispute remains unresolved, the grievance procedure is available. There are three steps in the grievance procedure.
- (b) (1) Step One. Step one is the initiation of a complaint. Grievances shall be initiated within 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. 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.

§ 13-204. Decisions.

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

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

- (a) *Suspensions pending removal.* - Within 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. 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.

(2) 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.

(d) *Disciplinary suspension.* -

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

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

(e) *Preliminary hearing.*-

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

(2) Within 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:

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

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

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

(i) Rebut the reasons given for the suspension;

(ii) Allege mitigating circumstances; and

(iii) Offer alternatives to the suspension, including:

1. Return to the position with pay;

2. Transfer to another position with pay; or

3. Suspension with pay.

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

§ 13-206. Miscellaneous provisions.

(a) In cases of appeal to an arbitrator, each party is responsible for any expense incurred in the preparation and presentation of its own case and for any record or transcript it may desire.

- (b) Upon the formal or informal initiation of a grievance an employee designated as a grievance procedure representative shall not suffer any loss of pay for investigating, processing or testifying in any step of the grievance procedure. Release time from normal work schedules is to be granted all witnesses to attend grievance hearings. Expenses incurred in connection with attendance by employees at grievance hearings shall be borne by the employee's department.
- (c) Similar grievances may be consolidated and processed together as a single issue. Where a number of individual grievances have been reduced into a single grievance, not more than three employees selected by and from the group may be excused from work to attend a grievance meeting called by the responsible administrator at step one and not more than five employees at steps two and three unless, at any step, prior permission is granted by the person hearing the grievance.
- (d) Employee complaint forms shall be available in the campus Office of Human Resources. The University form shall be used.
- (e) It is the responsibility of the head of each organizational unit to assure that each employee understands the channels of communication and appeal, specifically who is the department head or chairman and who acts in their absence.
- (f) An employee may not leave the post of duty to engage in grievance handling without the knowledge of and permission from the designated supervisor.
- (g) A formal grievance may be filed by the aggrieved employee; the request to appeal a grievance must bear the signature of the employee or the employee's representative at each step of the procedure.
- (h) A record of each grievance and its disposition shall be furnished to the employee involved. A file copy of each grievance shall be maintained at the last step at which the grievance was processed, and an additional copy shall be filed with the campus personnel department which shall be available to the employee or the employee's representative.
- (i) At any point in the grievance procedure, the employee may elect to obtain, change, or dismiss the representative by providing a written notice to the person hearing the grievance. However, the action does not allow the grievant to return to a previous step in the procedure.
- (j) A hearing officer may exclude incompetent, irrelevant, immaterial, and unduly repetitious evidence or witnesses.
- (k) Each step of the grievance procedure shall be processed as quickly as practicable within the specified time limits. Failure to appeal at any step constitutes acceptance. Failure to answer is a denial to which an appeal may be made. By mutual agreement, the time limits and/or steps may be waived.
- (l) It is the responsibility of each party to the grievance procedure at each step of the procedure to duplicate the grievance form prior to filing it with the employer or returning it to the employee and to retain one copy of the form.

- (m) A grievance may start with a complaint or request by a permanent or temporary employee.
- (n) An employee may be represented at every step of the grievance procedure by a party or organizational representative.
- (o) An employee shall receive a copy of this grievance procedure upon employment at the University.
- (p) Both parties shall make an effort to resolve the grievance at the lowest possible level.
- (q) All grievance hearings shall be open hearings unless either party requests that the hearing be closed.
- (r) At any step of the grievance procedure, either party may require that witnesses be excluded from the hearing room until called.
- (s) Any party who elects to use this procedure for resolution of a problem is presumed to agree to abide by the final disposition arrived at in this procedure and the final disposition may not be subject to review under any other procedure within the University.
- (t) Any question concerning the timeliness of a grievance or whether a complaint is subject to the grievance procedure shall be raised and resolved promptly, unless the person hearing the grievance or appeal determines that the decision on a motion to dismiss will be deferred pending a hearing on both the merits and the motion.

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

- (a) *Defense of sovereign immunity unavailable.*- The defense of sovereign immunity may not be available to the University, unless otherwise specifically provided by the laws of Maryland, in any administrative, arbitration, or judicial proceeding held pursuant to this section, or the personnel policies, rules, and regulations for classified employees of the University System of Maryland involving any type of employee grievance or hearing, including, but not limited to charges for removal, disciplinary suspensions, involuntary demotions, or reclassifications.
- (b) *Funds provided for satisfaction of awards.*- The Governor shall provide in the annual State budget adequate funds for the satisfaction of any final monetary or benefit award or judgment that has been rendered in favor of the employee against the University in any administrative, arbitration, or judicial proceeding.
- (c) *Awards which have not been satisfied.*- Awards under this section that have not been satisfied pursuant to subsection (d) of this section, shall be reported to the Comptroller of the Treasury, who shall maintain and report annually to the Governor an accounting of existing awards. Upon appropriation of funds by the legislature, the Comptroller of the Treasury shall satisfy existing awards in order of date of award.

- (d) *Timeliness of satisfaction.*- If the University has sufficient fund available to satisfy any award under his 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 XII -- UNION LEAVE

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

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

- D. After verifying the validity of the request with a staff union representative and the accuracy of the time being requested, the institution Vice President 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 B of this Article. Approval of leave under this section shall not be unreasonably denied.
- E. If the employee organization needs to substitute an employee or employees for those previously granted union leave, or substitute new dates, such requests will be submitted as soon as possible to the institution Vice President 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.
- F. AFSCME Maryland Convention: In years when the AFSCME Maryland local convention takes place, each Institution will provide paid leave for actual time used by one (1) bargaining unit employee to attend that convention on days which the attendee would otherwise be regularly scheduled to work their regular work day. The total number of hours of paid leave time which the bargaining unit employee shall be provided for actual**

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

ARTICLE XIII -- SICK LEAVE

Section 1. Purpose and Applicability.

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

Section 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 reasons.
- B. A full-time employee shall earn sick leave at the rate of fifteen (15) workdays per year. Employees who are appointed at least 50% time shall earn sick leave on a pro rata basis. Sick leave is accumulated and carried forward from year to year without limit.
- C. An employee may request that his/her illness, injury, or disability occurring during a period of annual or personal leave be charged to sick leave. Verification of such illness, injury, or disability may be required by the Office of Human Resources as provided in Section 4 of this Article.
- D. An employee may use on a continuous basis, subject to the terms and conditions of this MOU dealing with such leaves, earned leave (sick, annual and personal leave), advanced sick leave, extended sick leave, leave granted through the leave reserve fund, or unpaid family medical leave, as needed for personal illness **and for parental leave, consistent with Article XI, Section 13. [Parental Leave]**.
- E. Earned sick leave is granted by the Department Head or designee (normally the immediate supervisor) pursuant to the terms and conditions of this Article when an employee is absent because of:
 1. Illness, Injury, Or Disability Of The Employee.
 2. A pre-scheduled medical appointment, examination, or treatment for the employee with an accredited, licensed or certified medical provider listed in Section 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.

3. Illness or injury in the employee's immediate family and medical appointments, examinations or treatments for the immediate family member with an accredited, licensed or certified medical provider listed in Section 4.F. of this Article that cannot be scheduled during non-work hours and are not taken pursuant to Family and Medical Leave in Article XIV, Section 4 of this MOU (delete?)
 - a) Immediate family as used in this Section means a spouse, child, step-child, foster child, grandchild, mother, father, mother-in-law, father-in-law, brother, sister, grandparent, or legal dependent of the employee irrespective of residence. Use of sick leave may also be granted to care for any other relative who permanently resides in the employee's household for whom the employee has an obligation to provide care. The Office of Human Resources may require an employee to provide certification by a medical provider listed in Section 4.F. of this Article to demonstrate this obligation or to authenticate the need for the employee to care for the ill family member. Certification from a medical provider does not need to include information about the specific illness or health condition of the family member or relative.
 - b) Sick leave, to the extent it is accrued and available, shall be granted by the Office of Human Resources pursuant to the terms and conditions of this Article.
4. Death Of A Relative
 - a) For the death of a close relative, the Department Head or designee (normally the immediate supervisor) may grant the use of up to five (5) days of accrued leave. If the death of a close relative requires an employee to travel requiring staying away from home overnight, upon request the Department Head or designee (normally the immediate supervisor) may grant the use of up to a maximum of seven (7) days of accrued leave for this purpose.
 - b) Close relative as used in this Section means a spouse, child, step-child, foster child, mother, father (or someone who took the place of a parent), mother-in-law, father-in-law, grandparent of the employee or spouse, grandchild, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, or other relative who permanently resided in the employee's household.
 - c) The Department Head or Designee (normally the immediate supervisor) or designee may grant the use of up to a maximum of one (1) day of sick leave for reasons related to the death of the employee's or his/her spouse's aunt, uncle, niece, or nephew.
5. Integration of Sick Leave and Family and Medical Leave

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

6. Pregnancy, Childbirth and Adoption

Pregnancy, childbirth and adoption are considered “qualifying events” under the FMLA and as such are governed by #5 above. Accrued sick leave may be used to care for a child following childbirth or adoption, subject to the provisions of Article XIV, Section 13. [Parental Leave].

Section 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 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 that has been under contract, or that at the present time is under contract with the University. 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.

Section 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 for 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 4. F. below.

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

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

1. Where an employee has a consistent pattern within a twelve-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 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 this Section 4. 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 4.F. of this Article) indicating that the employee is required to be absent from work due to illness;
2. The duration of absence from work;
3. Prognosis of employee's ability to return to work;
4. Title and original signature of an accredited, licensed or certified medical provider;
5. **Documentation of the birth or adoption of a child, if sick leave is requested under Article XIV, Section 13. [Parental Leave], and**
6. Any other information necessary to verify that the employee's use of sick leave is in accordance with this Article. Such information does not need to include information about the specific illness or health condition of the employee.

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

Section 5. Advanced Sick Leave for the Employee's Own Illness.

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

The employee shall:

1. have exhausted all other types of accrued leave; and
 2. 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 4 or been disciplined for a sick leave related offense during the past 12 months.
- B. Advanced sick leave is not an entitlement. The granting of requests for advanced sick leave is at the discretion of the Office of Human Resources.
- C. Advanced sick leave shall not be granted in instances where the illness or injury or disability occurred on the job, and the employee has been granted accident leave or temporary total disability benefits by the Workers' Compensation Commission.
- D. Written requests for advanced sick leave shall be submitted to the Office of Human Resources and shall be supported by written verification by an accredited, licensed, or certified medical provider **or appropriate documentation of the birth or adoption of a child, if the employee is requesting parental leave**, as outlined in Sections 4.A and 4.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 3.B.3. shall apply.

Section 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:

1. have been in USM and/or State service for at least five years;
 2. have exhausted all types of accrued leave and advanced sick leave; and
 3. has performed at a "meets standards" or better level of performance and has not been placed on a sick leave certification requirement as provided in Section 4 or been disciplined for a sick leave related offense during the past twelve (12) months.
- B. Extended sick leave is not an entitlement. The granting of requests for extended sick leave shall be at the discretion of the Office of Human Resources.
 - C. The maximum cumulative total of extended sick leave available to an employee in USM or State service is twelve (12) work months (52 work weeks).
 - D. Annual, sick and holiday leave earned, and personal leave credited while on extended sick leave shall be applied as earned/credited.
 - E. Written requests for extended leave shall be submitted to the Office of Human Resources and shall be supported by written verification by an accredited, licensed or certified medical provider as outlined in Sections 4. A. and 4.F. of this Article.
 - F. The Office of Human Resources may refer an employee who is on extended sick leave as follows:
 1. The employee may be referred to a University-named certified medical provider paid for by the University 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 3.B.3. shall apply.

ARTICLE XIV -- LEAVES

Section 1. Annual Leave. (USM Policy VII-7.00)

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

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

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

Section 2. Personal Leave. (USM Policy VII-7.10)

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

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

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

Section 3. Leave Reserve Fund. (USM Policy VII – 7.11)

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

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

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

- Employee's name;
- Name of Institution;
- Employing department;
- Employee's position title, USM service date and number of months of creditable service;
- Amount of leave and specific dates requested; and

Physician's certification of temporary disability which includes the physician's judgment as to when the employee may reasonably be expected to return to work – a prognosis, not diagnosis, or appropriate documentation of the birth or adoption of a child, if the employee is requesting parental leave. (This information should be kept confidentially at the Institution and not forwarded to the USMO-HR.) If the Institution's Department of HR determines that the employee is eligible to apply for leave from the LRF, it will forward the request for leave to the USMO-HR within five (5) working days following receipt of the request from an employee. The USMO-HR office will issue a response within five (5) working days after its receipt of a request for leave.

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

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

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

Section 4. Family and Medical Leave. ("FMLA" LEAVE) (USM Policy VII – 7.50)

Family and Medical Leave for employees covered by this MOU is governed by USM Policy VII-7.50 (Approved by the Board of Regents, August 27, 1993; Amended April 16, 2004; Amended October 22, 2004) 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

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 (one thousand and forty) (1040) hours in the twelve (12) months immediately preceding the date the leave is to commence.

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

Section 5. Jury Service and for Legal Actions Leave. (USM Policies VII-7.21 and VII-7.22)

Jury service and legal actions leave for employees covered by this MOU is governed by USM Policy on Jury Service (VII-7.21 Policy on Jury Service approved by the Board of Regents, February 28, 1992; Amended May 7, 1993) and USM Policy on Leave for Legal Actions (VII-7.22 approved by the Board of Regents, February 28, 1992) and is subject to all the terms and conditions set forth therein with the following modification to USM Policy VII-7.21:

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

Section 6. Educational Leave and Professional Improvement Leave. (USM Policy VII-7.12)

Employees may be granted educational or professional leave for up to two years pursuant to USM Policy VII-7.12 Leave of Absence Without Pay, subject to all of the terms and conditions therein.

Section 7. Administrative Leave. (USM Policy VII-7.20)

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

Administrative Leave may be granted when emergency conditions exist.

The 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.

Section 8. Military Leave With Pay. (USM Policy VII-7.23)

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

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

Section 9. Call-Up to Active Military Duty During a National or International Crisis or Conflict. (USM Policy VII-7.24)

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

Section 10. Leave of Absence Without Pay. (USM Policy VII-7.12)

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

Employees may request full or partial leave without pay for a two-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.

Section 11. Leave for Disaster Service. (USM Policy VII-7.26)

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

Section 12. Accident Leave. (USM Policy VII-7.40)

Accident Leave for employees covered by this MOU is governed by Policy VII-7.40 (Approved by the Board of Regents, May 1, 1992; Amended November 12, 1993; Amended December 13, 1996; Amended April 16, 2004) and is subject to all terms and conditions set forth therein.

Section 13. Parental Leave. (USM Policy VII – 7.49)

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

- A. Nature of Leave: The parental leave period will consist of any form of annual, sick, personal, holiday or leave reserve fund leave accrued or otherwise available to the employee under this Agreement and USM policies, to be supplemented as necessary by the Institution with additional paid leave days to attain an eight (8) week period of paid parental leave.
- B. Applicability: The eight (8) week paid leave assurance is available during a six (6) month period surrounding:
 - 1. The birth of a newborn;
 - 2. The recent adoption of a child under the age of six (6); and
 - 3. At the discretion of the Institution's President or designee and subject to any limitations established by the Institution, the assumption of other parenting responsibilities, such as foster parenting or legal guardianship of a child under the age of six (6).
- C. Eligibility: The paid leave assurance will apply as follows:
 - 1. Leave shall be pro-rated for eligible .50 or greater Full Time Equivalent staff.
 - 2. If a child's parents are employed by the same Institution, both may be eligible for paid parental leave up to the eight (8) week maximum as follows:
 - a. Both parents may use accrued annual, sick or personal leave concurrently with the birth of a child or adoption of the child under age six (6);
 - b. A parent may use additional guaranteed paid leave under this policy only during a period when that parent is the child's primary caregiver.
 - 3. An employee shall be eligible for assured minimum paid parental leave after one (1) year of employment with the Institution, except to the extent that Institution's policies permit a lesser eligibility period.
 - 4. An employee may be eligible for paid parental leave under this policy on one occasion in a given 12-month period, and on two separate occasions during the duration of the staff member's employment within the USM. Any additional periods of paid parental leave require the approval of the President, or the President's designee.

5. The employee must have a satisfactory record of sick leave usage and work performance.

ARTICLE XV – HOLIDAYS

Section 1. Recognized Holidays.

Bargaining unit employees are eligible to earn 11 holidays per year, or 12 holidays during a year of general or congressional elections, and any other special observance as required by the legislature and Governor. Additionally, bargaining unit employees will be granted three (3) additional University holidays. Part-time employees who are employed on at least a 50% full-time basis shall earn holiday leave on a pro-rated basis. All employees must be in a paid employment status on the calendar date that the holiday is earned, in order to be eligible for holiday pay when the holiday is observed.

In order to meet operational needs, the University will observe some holidays on dates other than the calendar date designated by the Governor and legislature. The actual dates of observation for paid holidays and University holidays vary from year to year. The University's President shall publish an annual holiday schedule, which shall indicate the days the holidays are earned and the date of observance for the University of Baltimore. The current year's listing of observed dates for holidays may be found on the University's personnel web page. Generally, the institution will be closed on the dates of holiday observance except for essential personnel and employees designated by their department head required to perform duties on a holiday to meet operational needs. Scheduling of any employee who is not designated as essential to work on a holiday must be approved by the Vice President of Human Resources.

<u>Holiday Calendar Date</u>	<u>Holiday is Earned</u>
New Year's Day	January 1
Dr. Martin Luther King Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Election Day	First Tuesday in November
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25

Holidays will be earned during the term of this MOU according to the schedule set forth above and as may be found on the University's Personnel web page.

Section 2. Scheduling of Holidays for Continuous Operations.

Holidays are prescheduled based upon the workweek schedule rotation. The University reserves the right to assign holidays in accordance with this schedule rotation and shall make an effort to grant the employee the day off requested, subject to operational needs. An employee may be required to work on

the employee's prescheduled holiday. If required to work on their prescheduled holiday, the employee will be paid at their regular straight time rate of pay for all hours worked plus any overtime pay required in accordance with Article VI Hours of Work, Section 5 of this MOU. In addition, the employee shall be granted the holiday with pay on an alternative date to be scheduled by the University within ninety [90] days of the date initially pre-scheduled. Subject to operational needs, the University will make a good faith effort to schedule an employees' pre-scheduled or alternative holidays on a mutually agreeable date, however, the employee may be paid at the applicable rate for all hours worked and provided with a regular days pay as holiday pay in lieu of being granted another day off.

Section 3. Termination Payment.

Employees, who leave their employment at the University for any reason, are entitled to be paid for any unused holiday leave that has been earned as of the date of separation.

ARTICLE XVI -- HEALTH AND SAFETY

Section 1. General Duty.

The University will make reasonable provisions for safe, secure and healthful working conditions for all of its employees in accordance with the Occupational Safety and Health Act (OSHA) and all other applicable federal, State and local laws and regulations. All employees shall comply with all published safety rules and regulations established by the University and required by applicable laws.

ARTICLE XVII -- UNIFORMS AND EQUIPMENT

Section 1. Uniformed Job Classifications.

The employer shall provide uniforms for employees in job classifications where the wearing of uniforms is required by the University. The composition of the required uniform shall be determined by the University. Should the University elect to require the wearing of a uniform by employees in a job classification it shall provide the affected employees with the items of clothing specified in Appendix I for that job classification.

Section 2. Replacement of Uniforms.

As required uniforms become depreciated and are in a state of disrepair, the Employer shall provide replacement uniforms. Employees provided with uniforms shall be required to return them to the University within one (1) week of the termination of their employment. Failure to return issued uniforms shall entitle the University to deduct their reasonable depreciated cost from any pay owed to the employee at the time of their termination.

Section 3. Safety Glasses.

Where an employee's duties require the use of non-prescription safety glasses, the Employer shall make such glasses available.

Section 4. Safety Shoes.

In the event the University requires employees in certain job classifications to wear safety shoes on the job, the University, upon submission by the employee of proof of purchase, shall, on an annual basis, reimburse the employee up to seventy-five dollars (\$75.00) for the cost of safety shoes approved by the University.

ARTICLE XVIII -- WAGES AND COMPENSATION

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

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

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

Section 2. Compensation Reopener for FY2014.

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

Section 3. Limited Reopeners FY2015 and FY2016.

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

Section 4. Funding Prerequisites.

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.

Section 5. Shift Differential.

An employee's eligibility for shift differential shall be governed by USM.BOR Policy 206.0VII-4.60. Eligible employees shall be paid \$1.00 per hour for each hour worked on a shift that begins after 2:00 p.m. and before 2:00 a.m.

Section 6. Acting Capacity Pay.

A. Acting capacity pay is paid when an employee is appointed to a different position in a higher non-exempt classification on a temporary basis. The employee is in acting capacity and shall be eligible for acting capacity pay beginning on the twenty-first (21st) consecutive calendar day. An employee who is in acting capacity must meet the minimum qualifications of the position.

B. The employee shall receive a salary increase of six percent (6%). Upon conclusion of the acting appointment, the employee shall be returned to his/her former position. The employee's salary shall revert to the employee's last regular pay rate in effect prior to the acting appointment. Additional salary adjustments will be made if there were any intervening pay adjustments that occurred during the acting appointment.

C. Acting capacity appointments may be made for up to twelve (12) months. Additional extensions may be considered based on the operational needs of the University.

Section 7. Hazardous Duty Pay. (Asbestos).

Employees who perform asbestos work are eligible for a salary differential equal to one hundred and fifty percent (150%) of their current hourly base rate of pay for all time spent actually performing such duties. Payment of this differential shall be on an hour-for-hour basis.

Section 8. On Call.

- A. Employees may be placed in an on-call status at the direction of the University. The following guidelines apply:
1. An employee assigned to on-call status is eligible to receive compensation at the rate of one dollar (\$1.00) per hour up to a maximum amount of twenty-four dollars (\$24) per day, plus appropriate wages for all hours worked. On-call pay shall be included in the computation for overtime wages.
 2. The employee must be accessible at all times and must immediately notify his/her supervisor if inaccessible. If inaccessible, on-call pay will be forfeited.

3. An employee cannot be designated on-call for more than seven (7) consecutive days, however he/she may be on-call for 24 hours on each of those days.
4. An employee who is assigned to on-call status and cannot be reached, or does not report within two (2) hours of being contacted, will face disciplinary action and will not receive on-call pay for that day.
5. Employees will not receive on-call compensation if performance of the duties is an extension of the regular workday or workweek.
6. Essential employees are not automatically assigned to on-call status.

The University will make reasonable efforts to allocate on-call assignments among qualified eligible employees on a rotating basis.

ARTICLE XIX - RECLASSIFICATION

Section 1. Right to Request Reclass.

Any employee in the bargaining unit (or their supervisor) shall have the right to apply for a reclassification- promotion when significant changes in the primary duties of the employee's position have taken place due to an increased complexity of duties as a result of changes implemented by the administration and/or introduction of new technologies and derivative responsibilities provided that the employee meets the minimum qualifications of the requested classification. Employee initiated requests may be no more than once per year.

Section 2. Written Request.

In the case of an incumbent employee's written request for reclassification, the request shall be submitted to the employee's supervisor and concurrently to Human Resources. The employee and manager shall work in concert to prepare an up to date job description which must be submitted to HR within 10 working days of application submission. Should the employee disagree with the description approved by the supervisor, the employee may submit a statement of differences to the supervisor and HR within (5) working days of submission of the job description to HR.

Section 3. Timelines for Processing Request.

HR will conduct a preliminary review of the written materials and will make a determination from paper review if practicable. Paper decisions will be rendered within thirty (30) calendar days of receipt.

If the disagreements about the job between the supervisor and employee are too significant to make a determination from the paper review or if the Assistant HR Director, or designee, needs further information, an interview and/or job audit may be scheduled within ten (10) days of receipt of all of the relevant paperwork. Upon the conclusion of the audit, the Assistant Director, or designee, shall render a decision within thirty (30) calendar days.

Section 4. Decision and Salary Increase.

The Office of Human Resources shall issue its decision no more than thirty (30) working days after the review of the materials and/or audit is complete. At such time as the classification is confirmed, the supervisor may elect to support the reclassification or change the employee's duties so as to not have an employee assigned duties out of their classification or for a classification for which the employee does not meet the minimum qualifications.

In the event that multiple employees may be qualified for the higher classification, the University may elect to conduct an interdepartmental competitive posting to allow all qualified employees appropriate consideration for the higher level opportunity. This is consistent with University goals to promote equal opportunity.

If the request for reclassification is granted, the employee may be eligible for a reclassification to a lateral position with no associated increase to salary or a reclassification/promotion with a salary increase of at least 6% to the employee's base salary.

Section 5. Effective Date.

A reclassification, if approved, shall be retroactively effective the first day of the first pay period after receipt of the request for review.

Section 6. Denial of Request and Appeal Rights.

If the request for a reclassification is denied, the Office of Human Resources shall inform the employee in writing along with an explanation of the specific reasons for the denial. If an employee has a reasonable basis to believe that the decision issued by HR is inconsistent with the facts and/or apparently unfair, the employee may appeal the matter through the grievance procedure in the MOU within 10 work days from the time the denial is received.

ARTICLE XX -- RETIREMENT

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

ARTICLE XXI -- INSURANCE AND BENEFITS

Employees covered by this MOU who are otherwise eligible may participate in the health and other insurance plans as offered by the State of Maryland and the University System of Maryland, as they may exist from time to time, on the same basis and subject to the same terms and conditions including the payment of all applicable premiums, co-pays, deductibles and other fees and expenses as established for other University and State employees.

ARTICLE XXII – PERFORMANCE EVALUATION

Section 1. Annual Review.

On an annual basis, no later than April 30 of each year all employees' performance will be assessed. Performance evaluations shall be conducted by the supervisor responsible for direct supervision of the employee being evaluated. The University shall endeavor to train all supervisors with performance appraisal responsibility to appropriately discharge that function.

Section 2. Retention of Performance Reviews.

Employee performance reviews become a permanent part of the employee's confidential personnel file.

Section 3. Performance Standards.

Performance standards and behavioral elements shall be specific, attainable, relevant, measurable, and fully consistent with an employee's duties and responsibilities as described in the position description. Performance factors and goals will be results related. Performance expectations shall be provided to an employee in writing at the outset of the rating period and changed during the period only after review with the employee. If an employee does not have an opportunity to perform work described by a standard or element, that standard or element will not be considered in the performance/appraisal. Performance factors will be applied fairly, objectively, and equitably. If, at any time, an employee's performance is considered to be at a level which jeopardizes his/her eligibility to receive a merit increase, the supervisor shall notify the employee in writing as soon as possible and inform the employee that his/her continued performance deficiency may result in loss of eligibility to receive merit increase. In the event the employee's performance deficiency is identified and communicated to the employee within thirty (30) days of the employee's scheduled evaluation date, consideration will be given to a retroactive adjustment following the employee's timely correction of the performance deficiency if the deficiency resulted in a negative evaluation. If the employee's performance does not warrant an increase, failure to notify the employee per this article shall not entitle the employee to an increase.

Section 4. Grievability.

Employees may only file a performance evaluation grievance if he/she receives a performance rating of below "meets standards" or "unsatisfactory" for his/her overall performance. An employee may file a response contesting the factual accuracy of comments included in the evaluation.

Section 5. No Retaliation.

Under no circumstances shall the University utilize the performance evaluation process to retaliate against any bargaining unit employee for lawful Union activity.

ARTICLE XXIII -- COUNSELING AND DISCIPLINARY ACTIONS

Section 1. Progressive Discipline.

The University subscribes to the tenets of progressive discipline, where appropriate. However, the University reserves the right to administer any discipline deemed necessary and appropriate by the University. No employee shall be disciplined without cause.

Section 2. Disciplinary Actions.

Progressive disciplinary actions may include but are not limited to the following actions: informal counseling, formal counseling, official reprimand, suspension without pay, involuntary demotion, and charges for removal from University services. The University is not required to utilize all of the above-listed actions when administering progressive discipline.

Section 3. Charges for Removal.

A bargaining unit employee, who has completed his/her probationary period, may be removed from University service only for cause, only upon written charges for removal and after his/her appeal has been heard

- A. While not all inclusive, the following are examples of some offenses that will subject an employee to disciplinary action:
1. Poor performance of duties, including failure to follow instructions or to maintain established standards of workmanship or productivity.
 2. Insubordination or willful disobedience including refusal to accept instructions from supervisors or other proper authorities.
 3. Use of profane or abusive language on University premises, or actions that may be discourteous or harmful to others.
 4. Threats, fighting, or other physical action against another person or horseplay while on University premises, including abusive, unruly, indecent or obscene conduct.
 5. Continued absences or excessive tardiness that exhibit a pattern or trend.

6. Failure to inform the supervisor when leaving the workstation, or failure to report back to the workstation at the scheduled conclusion of a work break or meal period.
 7. Failure of an absent employee to notify the supervisor of each day of absence unless previously excused.
 8. Failure to adhere to University or departmental safety policies or procedures, including failure to immediately report an accident on University premises involving an on-the-job injury or property damage.
 9. Unauthorized or improper use of University funds or property.
 10. Being in an unfit condition to perform the duties of the job.
 11. Sleeping on the job.
 12. Violation of *USM Policy VII – 1.10 University of Maryland System Policy on a Drug Free Workplace* and/or the Governor's Executive Order 01.01.191.16 on Substance Abuse Policy.
 13. Willfully falsifying any University records.
 14. Behavior that compromises another's safety or privacy, or discloses confidential University information to unauthorized persons.
 15. Theft.
- B. When the Department Head recommends that charges be filed for removal of an employee, the Department Head will consult with the Vice President of Human Resources or designee who will review the case. If the Vice President determines that charges for removal are warranted, he/she shall present in person or mail a copy of the charges by registered or certified mail to the last known address of the employee against whom the charges are brought. Such notice shall advise the employee that he/she may, within five (5) working days of the date of delivery as indicated by the return receipt or other evidence of delivery, request an opportunity to be heard in his/her defense.
- C. When charges for removal are filed against an employee, the Department may: suspend the employee without pay; suspend the employee with pay; or allow the employee to remain on duty pending the outcome of the charges
- D. If an employee is suspended without pay pending the charges for removal, the Vice President will inform the employee, in writing, of the reasons for the suspension. The employee will be provided with the grievance regulations and forms to appeal the decision.
- E. In the event an employee is suspended without pay pending the filing of charges for removal, and the charges are not received by the Vice President within five (5) working days, the

Department must place the employee on leave with pay until such charges are received by the Office of Human Resources.

ARTICLE XXIV -- TUITION REMISSION

Section 1. Purpose and Applicability.

A. Regular or Retired Status Employees

The University supports the general policy of tuition remission for employees on regular or retired Status on an intra- and inter-institutional basis. This policy encourages such employees on regular or retiree status to enroll in academic courses for the improvement of skills or for personal development purposes, with tuition costs associated with such courses remitted in whole or in part.

B. Spouses and Dependent Children of USM Employees (Regular or Retired Status)

The University supports the general policy of tuition remission for the spouses and dependent children of University system of Maryland (USM) employees on regular or retired status, on an intra- and inter-institutional basis.

C. Regular Employees Subject to Layoff

See Article XXVI, Layoff and Recall, Section 7.

Section 2. Definitions.

- A. A "REGULAR" employee is one who works in a position that has been approved through the budgetary and pertinent appointment classification processes and that is intended to last six months or more regardless of the nature of the source of funds or who has retired from such a position. This definition applies to both full-time and part-time employees.
- B. "RETIREE" – For purposes of acceptance of tuition remission requests, a "University System of Maryland Retiree" must be receiving State of Maryland retirement checks and have earned at least five years of total service credit at one or more institution(s) of the USM. Verification of retiree status may be obtained by contacting the Office of Human Resources of the University from which the employee has retired.
- C. The term "SPOUSE" shall mean a person in a legally contracted marriage as recognized by the State of Maryland, provided that it shall not include an estranged spouse who maintains a separate domicile.
- D. The term "DEPENDENT child" shall mean a son/daughter, stepson/stepdaughter, legally adopted son/daughter, who is "financially dependent," as that term is defined by the Internal Revenue Service.

Section 3. Administration.

The University shall administer this program, in accordance with the following:

- A. Tuition Reimbursement For Regular And Retired Status Employees
 - 1. Tuition remission is extended to regular employees as set forth herein.
 - a. Effective July 1, 1990, all regular employees of the University may receive tuition remission at any institution in the USM, in accordance with provisions set below.
 - b. Inter-institutional transfer of funds within the USM in implementation of this policy shall not be made.
 - 2. Tuition remission shall be subject to the individual's admissibility to the institution and to the program in which the course are to be taken and to the other academic regulations of the University governing student enrollment (for example, course prerequisites and registration deadlines).
 - 3. Full-time regular employees and retirees shall be permitted to register for courses not to exceed eight (8) credits per semester with remission of tuition. Regular part-time employees who are employed at fifty percent (50%) or more time at the University or retirees from such positions shall be permitted tuition remission for credits proportional to their percentage of service.
 - 4. Tuition remission does not include mandatory fees, which remain the responsibility of the regular employee or the retiree.
 - 5. Courses taken under this policy shall not interfere with the assigned job responsibilities of any employee and shall require the approval of the University President or designee.
 - 6. The regular employee may register for the desired course(s) at any institution in the USM. Regular employees employed by and USM institution who otherwise meet admissibility and registration criteria, shall be granted tuition remission at any USM institution on the same basis as employees who are employed by the host institution.
 - 7. Programs of study to be exempted from this policy shall include the M.D. and D.D.S. programs at the University of Maryland, Baltimore and such other programs as may be recommended by the University President of the institution offering the program and approved by the Chancellor. Availability of tuition remissions for self-support programs and courses shall be recommended by the University President of the institution offering the program and approved by the Chancellor. The host institution shall apply the exempted status equally to all applicants who wish to

participate in the tuition remission program, whether from the host institution or other institutions.

8. Policy on tuition remission for Regular Faculty and Staff employees of Morgan State (MSU), Saint Mary's College of Maryland (SMC) and Baltimore City Community College (BCCC) (effective 8/24/01). Regular Faculty and Staff employees of MSU, SMC, and BCCC shall receive tuition remission at this University at the same level of benefits as provided for regular employees. This provision is dependent upon reciprocity being extended by MSU, SMC and BCCC to Regular Faculty and Staff employees at USM institutions.

B. Tuition Remission for Spouses and Dependent Children of USM Employees (Regular or Retired Status)

1. Tuition remission is extended to the spouses and dependent children of all University regular employees and retirees hired before [date], on an equitable basis, subject to the restrictions in this policy (see section 4 below).
2. Policy on Tuition Remission for the Dependent Children of Regular Faculty and Staff employees of Morgan State University and Saint Mary's College of Maryland.

Dependent children of Regular Faculty and Staff employees of Morgan State University and Saint Mary's College of Maryland shall receive tuition remission at institutions of the USM at the same level of benefits as provided for dependent children of regular employees and subject to the restrictions in this policy. This provision is dependent upon reciprocity being extended by Morgan State University and Saint Mary's College of Maryland to dependent children of Regular Faculty and Staff employees at USM institutions. Tuition remission shall not be available to the spouses of Faculty and Staff of Morgan State University and Saint Mary's College of Maryland.

3. Policy on Tuition Remission for the Dependent Children of Regular Faculty and Staff employees of Baltimore City Community College.

Dependent children of Regular Faculty and Staff employees of Baltimore City Community College shall receive tuition remission at institutions of the USM at the same level of benefits as provided for dependent children of regular employees and subject to the restrictions in this policy. This provision is dependent upon reciprocity being extended by Baltimore City Community College to dependent children of regular employees at other USM institutions. If a parallel lower division instructional program is available at Baltimore City Community College, dependents of Baltimore City Community College employees are eligible to take advantage of the provision of this tuition remission benefit at USM institutions only after they have earned the associate degree or completed 60 hours of transferable credit. For those programs, e.g. Business, where "transfer" is required by the USM institution prior to completion of either the associate's degree or sixty (60) credits, the tuition remission benefit is available upon admission to the program. For programs where there is no parallel lower division instructional program available at BCCC, the tuition

remission benefit is available immediately. Tuition remission shall not be available to the spouses of Faculty and Staff employees of Baltimore City Community College.

4. For spouses and dependent children of all regular part-time employees and retirees who are employed in, or retired from a position at fifty percent or more time, the percentage of tuition remitted shall be proportional to the percentage of employment service.
5. Tuition remission does not include mandatory fees or surcharges, which remain the responsibility of the individual student.
6. The exercise of the benefit of tuition remission shall be subject to the individual's admissibility to the institution and to the program in which the courses are offered and to the other academic regulations of the institution governing student enrollment.
7. Programs of study to be exempted from this benefit shall include the M.D. and D.D.S. programs at the University of Maryland, Baltimore and such other programs as are recommended by the University President of the institution offering the program and approved by the Chancellor. The availability of tuition remission for self-support programs and courses at each institution shall be recommended by the University President and approved by the Chancellor. The University President of the institution offering the program shall apply the exempted status equally to all spouses and dependent children who desire tuition remission, whether from the host institution or other institutions.
8. Subject to the provisions in paragraphs B.1., and 4. through 7. above, spouses and dependent children, of full-time employees or retirees of the University who die in service or after retirement, shall be permitted to register for courses with tuition remission for a period of time determined by the duration of full-time employment of the employee, or retiree as follows:

If the length of time of employment of the deceased employee or retiree was less than three years, the spouse or dependent child is eligible for tuition remission for one (1) academic year, if at least three (3) but less than five (5) years, two (2) academic years; if at least five (5) but less than seven (7) years, three (3) academic years; if at least seven (7) but less than nine (9) years, four academic years; and if more than nine (9) years, five (5) academic years. However, eligibility for tuition remission for spouses shall expire at the end of seven (7) years following the death of the full-time employee, and eligibility for tuition remission for dependent children shall expire on the twenty-second (22nd) birthday.
9. For spouses and dependent children of regular part-time employees or retirees who were employed at fifty percent (50%) time or more and who die in service or after retirement, the percentage of tuition remission shall be proportional to the percentage of employment service averaged for the three (3) years immediately preceding his or her death. The length of time for which tuition remission will be

available for such surviving spouses and dependent children shall follow the formula described in paragraph 8.

Section 4. Restrictions.

A. Restrictions Based Upon Date of Employment

1. Spouses and Dependent Children of Regular or Retired Employees Whose Period of Employment Began Before January 1, 1990.

Effective July 1, 1990, all spouses and dependent children of regular or retired employees whose appointment was made or whose contractual arrangements were completed before January 1, 1990, may register for courses at any of the institutions of the USM, with 100% tuition remitted at both the undergraduate and graduate level, subject to the restrictions in this policy.

2. Spouses and Dependent Children of regular Employees Whose Period of Employment Began on or After January 1, 1990 and Before July 1, 1992.
 - a. Effective July 1, 1990, all spouses and dependent children of regular employees whose initial appointment was made on or after January 1, 1990, and before July 1, 1992, may receive tuition remission of one hundred percent (100%) on courses toward a first undergraduate degree at the institution where the spouse or parent is employed. If a spouse or dependent child of a regular employee at a degree granting institution wishes to enroll in courses toward a first undergraduate degree in an academic program which is not available at home institution, the spouse or dependent child may, with the approval of the University President or designee of the home institution, register for courses at other institutions of the USM with fifty percent (50%) tuition remission; the remaining 50% is the responsibility of the individual student. Spouses and dependent children of regular employees at non-degree granting units may register for courses toward a first undergraduate degree at any institution of the USM with full tuition remission (100%). Full tuition remission at any institution is also extended to spouses and dependent children of Regular Faculty and Staff employees of the University of Baltimore for the freshman and sophomore years only; and to spouses and dependent children of Regular Faculty and Staff of the University of Maryland, Baltimore for undergraduate programs not offered at that institution. A transfer of funds equal to fifty percent (50%) of the tuition will accompany all inter-institutional enrollments. All enrollments of spouses and dependents are subject to the restrictions in this policy.
 - b. Tuition remission shall not apply to courses registered for at the graduate or post-baccalaureate level.

3. Spouses and Dependent Children of Regular Faculty and Staff Whose Period of Employment Began on or After July 1, 1992.

Tuition remission benefits for the spouses and dependent children of regular employees whose period of employment began on or after July 1, 1992 shall, in addition to the restrictions outlined in section 4.A.2.a. and 4.A.2.b. above, be available only after the regular employee has been in the USM service for two (2) years prior to the anticipated last date available for late registration for the semester under consideration.

B. Other Restrictions

1. Receiving institutions shall establish caps on this policy as follows:
 - a. Institutions formerly governed by the Board of Trustees of State Universities and Colleges which remitted tuition at 100% in the Fall semester of 1989 shall establish caps on the remission of tuition under this policy of at least 120% of the credit hours for which tuition was remitted at the institution for spouses and dependent children in the Fall semester of 1989; and
 - b. Institutions formerly governed by the University of Maryland Board of Regents which remitted tuition at 1/3 of the full tuition in the Fall semester of 1989 shall establish caps on the remission of tuition under this policy of at least 120% of the total credit hours taken for which tuition was remitted at a 1/3 rate in the Fall semester of 1989.
3. In applying each host institution's cap, admission, registration, and tuition remission decisions shall be made without regard to the place of employment of the student's parent or spouse.

Section 5. Implementation.

A. Except as modified above, Article XXIV is based upon USM Policy VII-4.10, Policy on Tuition Remission for Faculty and Staff and USM Policy VII-4.20, Policy on Tuition Remission for Spouses and Dependent Children of Faculty and Staff, and shall be administered consistent with UB procedures and the above referenced USM Policies. In the Event that any USM successor tuition remission policies are adopted by the Board of Regents during duration of this MOU, Article XXIV shall be administered consistent with the successor policy as set forth below.

B. In the event that during the duration of this MOU, the Board of Regents adopts a policy, which rescinds or modifies in whole or in part the afore-referenced tuition remission policies, the University may implement those changes after consultation or bargaining, if required, with the Union. The parties further agree that the University's tuition remission program must at all times comply with applicable law and that the University may implement any modifications necessary to come into compliance with applicable law. Where the modifications or changes that the University intends to implement are subject to

the obligation to bargain collectively under *SPP 3-101 et. seq.*, the process outlined in Article XXX, Section 5 - Scope of Agreement of this MOU applies.

ARTICLE XXV – LAYOFF AND RECALL

Section 1. Layoff Notice.

When the University determines that layoffs or job abolishments are necessary, a notice shall be given to the affected employee(s) and the Union at least ninety (90) days in advance of the effective date of such layoff or job abolishment. Notice of layoff shall be in writing and shall be acknowledged in writing by the employee. The written notice shall include the reason for the layoff. The University agrees to meet the Union within thirty (30) days of the issuance of the layoff notice(s) to discuss the effects of the layoffs/job abolishment. The University may place an employee who receives a Notice of Layoff on administrative leave for any portion of the ninety (90) calendar day notice period.

Section 2. Order of Layoff.

The University shall determine which classification(s) within a University department will be subject to layoff(s). Within each classification affected within a University department, layoffs shall occur in the following order:

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

Section 3. Seniority Points.

The formula for establishing Seniority Points shall be as follows:

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

- D. The combined total of all points shall determine the order of layoff of employees in the job classification designated for layoff within a University department. If two or more employees in the same classification within a University department have the same number of seniority points, they shall take their standing in the order of layoff based upon the following criteria:
- (1) The University shall compute each employee's total length of employment in combined State and University System service.
 - (2) The employee who has the shortest length of service shall be laid off first.
 - (3) If two or more employees have the same standing after the application of Section D(1), the Chief Executive Officer, or his designee, will determine the employee to be retained based upon written evaluation of the objective specific skills, knowledge or abilities of each employee by the Department Head or Chairperson.

Section 4. Displacement Rights.

Employees covered by this Agreement affected by a University decision to lay off employees shall be allowed to exercise displacement rights. This election must be made by giving notice to the Office of Human Resources within fifteen (15) days of the notice to the employee and Union of the layoff.

- A. An employee in a position which is to be abolished, discontinued, or vacated shall be allowed to displace another employee with the least seniority in the same job classification within the same University division or if not available, either,
- (1) Progressively to each lower level classification in the same job series within the employee's department,
 - (2) Or any other job classification within the employee's department in which the employee held satisfactory regular status.
- B. If the position available to the employee exercising his/her displacement rights under this section is on a work schedule/shift different from their current work schedule/shift, the employee shall be given right of first refusal for the first vacant position in that same job classification within the same University Division with a work schedule/shift matching that of the position which the employee held at the time of his/her layoff.
- C. An employee elects not to displace another employee in accordance with this section shall be laid off.
- D. An employee who was unaffected by the University decision to layoff employees but who was displaced by a senior employee electing their displacement rights shall be allowed to displace another employee in accordance with the same procedure specified in paragraph (A) above.

Section 5. Recall/Reinstatement Preferences.

Employees who are adversely affected by a layoff shall be placed on a recall list for a period of two (2) years. In the event of a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff to the job classification within the department from which the employee was laid off

provided they continue to possess the qualifications and/or special skills then required for the position by the University. The procedure applicable to a recall shall be as follows:

- A. Notice of recall from a layoff shall be sent to the employee by certified mail, return receipt requested.
- B. The recalled employee shall have up to seven (7) work days following receipt of the recall notice to notify the University of their intention to return to work.
- C. The recalled employee shall have up to fifteen (15) work days following receipt of the recall notice to actually return to work.

For a period of three (3) calendar years from the effective date of layoff, the employee shall be granted priority consideration for interviews for vacancies in the classification from which the employee was laid off, any lower classification in that job series, any classification for which the employee has completed an original probationary period, or any other position vacancy for which the employee meets the minimum qualifications.

Section 6. Counseling Services.

All employees who are adversely affected by a layoff shall be afforded an opportunity within one hundred and eighty (180) days from the date they receive notice of layoff to receive the following counseling services from or through the University's Office of Human Resources:

- A. Personal counseling services;
- B. Benefit services; and
- C. Job search assistance

Section 7. Tuition Remission.

- A. Employees who are laid off, who have completed less than ten (10) years of service with the University and who 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 one additional full-time semester or two additional part-time semesters, not to exceed a total of (18) credit hours.
- B. Employees who are laid off, who have completed ten (10) or more years of service with the University and who 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 two additional full-time semesters or four additional part-time semesters, not to exceed a total of thirty-six (36) credit hours.
- C. For purposes of this Section, full-time shall be considered twelve (12) credit hours or more. Part-time shall be considered to be less than twelve (12) credit hours.
- D. The tuition remission benefit described in this Section is for the employee only, with the exception that any employee dependent enrolled in coursework in the semester in which

the employee is laid off and receiving tuition remission may continue to receive tuition remission for the balance of the semester.

ARTICLE XXVI -- MISCELLANEOUS

Section 1. Access to Recreation Centers.

Bargaining unit employees shall be permitted to use, at no cost, the recreation fitness facilities located at 1420 North Charles Street.

Section 2. Release Time for Campus Sponsored Committees.

At the sole discretion of an employee's Department Head or his/her designee, employees shall be allowed paid release time to attend campus sponsored committees such as diversity committees, women's committees, shared governance committees, employee staff award committees, etc.

Section 3 – Job Vacancies

Whenever job vacancies in the bargaining unit occur, the University agrees to notify the union of the vacancies two (2) normal business days before any general posting of the vacancy occurs. The University will provide a brief description of the duties of the position, the salary range, and minimum requirements and qualifications of the position. Electronic notice of the vacancies shall be provided to the local union officers (President, Vice President and Secretary) and to the AFSCME representative for distribution to bargaining unit members.

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

Section 4 – Promotional Opportunities for Bargaining Unit Positions – Notice of Opportunity

When a vacancy within the bargaining unit occurs, within a department, and the vacancy provides promotional opportunities for any bargaining unit member within that same department, the University will announce the vacancy within that department for a period of three (3) normal business days prior to opening it University-wide or to the external public.

The University agrees to provide a brief written description of the duties of the job to the manager of the unit and will provide electronic and hard copy documents to current president of the local and AFSCME Staff Representative for appropriate distribution to their membership.

Section 5 – Attendance to Job Interviews

Employees shall be allowed reasonable paid release time to attend job interviews in a different department within the University. Employees shall be allowed to use accrued annual leave in one (1) hour increments to attend job interviews for another position within any of the USM institutions.

Section 6 – Anonymous Materials

Personnel files will be maintained in a manner consistent with USM Policy on Personnel Files for Non-exempt and Exempt Staff Employees (USM Policy VII 6.02). In part, that policy states the following:

Section H: Personnel files include but are not limited to the following:

- Employment application and/or resume
- College transcripts
- Job descriptions
- Records relating to hiring, promotion, demotion, transfer, reassignment, layoff, compensation, education and training
- Letters of recognition
- Disciplinary documents
- Performance evaluations
- Documents relating to separation from employment

Section I: Medical Records shall be maintained in a separate file.

ARTICLE XXVII -- LABOR-MANAGEMENT COMMITTEE

Section 1. Purpose of The Committee.

The University and the Union agree to create a Labor-Management Committee for the purpose of identifying issues of concern to either party and to jointly procure solutions to such concerns. The Committee shall also serve as a forum of discussion for any issues associated with the implementation of any aspect of this contract agreement. However, the Committee shall not serve as a forum or substitute for formal negotiations when such is necessary or the formal grievance procedures provided for under this Agreement.

Section 2. Composition of The Committee.

The University and AFSCME shall appoint four (4) members each to the Labor-Management Committee. [One (1) member of the Union's contingent of representatives may be drawn from the Sworn Police Officer Unit.] The Committee shall meet once per calendar quarter unless the parties mutually agree upon additional meetings. The meetings shall be chaired, alternatively by both parties. At least forty-eight (48) hours in advance of a scheduled meeting, the parties shall exchange a listing of the subjects they wish

Bargaining Unit employees currently parking and paying for "carded lots" shall have the option of parking and paying for non-premium parking under the new schedule of fees or pay for premium parking at the prevailing rates established by the University.

Section 2 - Future Changes to Fee Structure.

At the request of the University, the Parties will reopen negotiations in the month of **September 2013 and/or 2014** for the purpose of negotiating over the annual fees to be charged to employees for parking on non-premium lots during **FY2015 and/or FY2016**. All other terms and conditions of this MOU shall remain in full force and effect, except as otherwise provided herein.

Section 3. Public Transportation.

The University shall establish a joint committee to explore opportunities for the development of a MTA Discount and Transportation Options/Alternative initiative. The purpose of this initiative will include the following:

1. Identification of public transportation (MTA) discounts.
2. Determination of payroll deduction methodology for payment of passes.
3. Determination of feasibility of Commuter Spending Account (pay for passes with pre-tax dollars).
4. Explore and expand car pool options and alternatives; develop incentives for individuals to car pool.

There shall be three members designated by the union and three members designated by management. The committee may also include members of other university constituent groups such as the University Council, Administrative Council, Faculty Senate and Student body.

The joint Committee shall meet at least once a month until a reduced rate program has been established for the employees at the University and then once every six months afterwards to improve and maintain the program.

Section 4. Parity with Non-Bargaining Unit Employees.

In the event the University establishes a parking fee schedule with lower fees for any other group of employees, the University will adjust the fees charged to bargaining unit employees (Section 2 in this Article) to reflect the same rates as that other group(s).

Section 5. Employee-Student Parking Fees.

Employees who purchase an annual parking permit shall not pay additional parking fees if also enrolled as students of the University.

ARTICLE XXIX -- DURATION, RENEWAL, LIMITED REOPENERS

In accordance with the provisions of the Coalition MOA (Appendix II), Sections 1 through 3 of the Coalition MOA provisions regarding duration, renewal, and reopener are hereby incorporated by reference into this MOU. Consistent with the incorporation of those provisions, which are set forth below, this MOU shall become effective when all conditions precedent to its effectiveness have been met and shall expire at 11:59 p.m. on June 30, 2013.

Section 1. Duration.

This MOU shall become effective when all conditions precedent to its effectiveness have been met. No portion of this MOU shall be implemented until all of its provisions are effective. No provision of this MOU has retroactive application unless required by law. This MOU expires at 11:59 p.m. on **June 30, 2016**. The Parties shall ensure that their respective ratification processes are completed as promptly as possible after the conclusion of negotiations.

Section 2. Renewal.

Should either Party desire to renew this MOU, they may only do so by providing written notification of its intent to do so to the other Party by **August 1, 2015**. After notification is provided, the Parties shall then commence negotiations for a successor MOU, during the last year of this MOU at dates and times agreed to by the Parties. The Parties agree that each side will exchange their complete package of proposals for changes to the MOU no later than **August 15, 2015** and that negotiations for a successor MOU will commence in the first week of **September, 2015** unless otherwise mutually agreed by the Parties.

Section 3. New Matters of Negotiations Reopener.

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

Section 4. Separability.

This MOU is subject to all applicable laws. Should any part of this MOU be declared in aid by operation of law, or the decision of a court or administrative body of competent jurisdiction, the part at issue will be unenforceable and the remainder of the MOU shall not be affected but shall remain in full force and effect. In the event a provision is thus rendered invalid, upon written request of either party, the Employer and the Union shall meet promptly to consider whether negotiations should be commenced in an effort to agree upon a substitute for the invalid provision.

Section 5. Scope of Agreement.

Except as otherwise specifically provided for in this agreement, this MOU may be modified only by written agreement of the University and AFSCME. The specific provisions of this MOU supersede the corresponding specific terms of previously established policies and procedures maintained by the

University. All Board of Regents (BOR) and University policies and procedures shall remain in full force and effect unless specifically superseded by this MOU, or changed in accordance with the University's reserved management rights, or as provided below.

The University and the Union acknowledge that during the negotiations that resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any subject of bargaining as provided in SPP, Title 3, and applicable SHELRB regulations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this MOU. Except as provided elsewhere in this section, the University and the Union agree that for the life of this MOU, each waives the right, and neither shall be obligated to bargain collectively with respect to: 1) any subject specifically referred to in this MOU; 2) subjects on which the Union made, or could have made, proposals during bargaining, but about which no agreement was reached, so long as the Union was aware or reasonably should have been aware of the subject during the bargaining process. The parties further agree and intend that the waiver set forth herein shall be construed as consistent with the provisions of the preamble to this MOU and enforceable.

The University and the Union acknowledge their mutual obligation to negotiate as defined and limited by law and this MOU over employer proposed changes in wages, hours and other terms and condition of employment which affect bargaining unit employees and which are not specifically covered by this agreement and are not reserved to the University as a management right. In such circumstances, the obligation to bargain is limited to those changes that will affect the working conditions of bargaining unit employees and that are subject to bargaining under applicable law. The minimum notice to the Union of the intended change in working conditions subject to this obligation is thirty (30) calendar days prior to the proposed implementation of the change unless the change is due to an emergency situation or legislative mandate. The Union may request bargaining within this notice period. Where the Union does not request bargaining, the University is free to implement the changes. Where the Union does request bargaining, but does not request information, the Union shall submit proposals in response to the University's intended changes within ten (10) calendar days of its request to bargain, and the parties will meet promptly to discuss the changes and any proposals submitted by the Union. This ten (10) day time limit may be extended by written agreement of the parties. It is understood and agreed by the parties that, in the event the Union requests information relevant to the proposed change(s), the timeframe associated with the submission of proposals shall commence upon the University providing to the Union the information to which the Union is entitled. The Union agrees that it will tailor its information requests so as not to unduly delay this process. The Union's ability to negotiate does not provide the Union with "veto" power over employer-initiated changes, and it shall not unduly delay the implementation of such changes. The University may implement the proposed changes that are subject to this process even if after good faith negotiations there has not been mutual agreement.

If changes to this MOU are required to meet a legislative mandate or an emergency situation (including an emergency fiscal management issue), management will notify the Union as soon as possible after the University receives notification of the need for change(s). This notification must indicate the legislative mandate or emergency situation as well as known timeframes in conjunction with this mandate. Where bargaining is required and requested by the Union over changes necessary to meet a legislative mandate or emergency condition, the parties will negotiate in good faith, and will expedite the exchange of proposals or necessary information consistent with the timeframes applicable to the mandate or emergency situation in question. The University may implement any changes necessary to meet the legislative

mandate or emergency condition, including any applicable timeframes, even if no agreement is reached with the Union.

SIGNATURE PAGE

UNIVERSITY OF BALTIMORE

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES

Robert L. Bogomolny Date
President, University of Baltimore

Patrick Moran Date
Executive Director, AFSCME MD

Assistant Vice President Date
Human Resources
University of Baltimore

Chief Negotiator Date
AFSCME MD

AFSCMCE LOCAL 3895 ELECTED
NON-EXEMPT BARGAINING TEAM
Alphonso Griffin
Tiffany N. Hill
Stephanie Daley

APPENDIX I

The University shall provide and replace at no cost to certain designated employees, the following uniform and equipment items as outlined in Article XVII Uniforms and Equipment and Article XVI Health and Safety. This list does not constitute an exhaustive list, additional items shall be included as outlined elsewhere in this Agreement.

Uniform Apparel

Equipment

SECURITY GUARDS/POLICE COMMUNICATION OFFICERS

Badge
Rank Insignia (collar and sleeve)
Tie Clasp (State Seal)
Name Plate
Long-sleeve shirts (4)
Short-sleeve shirts (4)
Winter Trousers (3)
Summer Trousers (3)
Winter Patrol Coat
Light-weight Patrol Jacket
Necktie (1)
Duty Belt
Rain Gear

Eye/Ear Protection (*to be made available
on as-needed basis*)

PLANT MAINTENANCE

All employees of Physical Plant, not employed in an administrative capacity, receive uniforms. The maintenance of departmental uniforms remains the responsibility of each employee. Articles of Plant's designated uniform are routinely replenished, and, also purchased for every addition to the staff roster.

Plant Operations incurs the cost of uniforms and other peripherals deemed necessary. Gloves are provided as needed (routine cleaning, inclement weather, heavy-duty projects, light industrial jobs involving chemicals or safety issues. Back braces are also supplied to maintenance personnel and recycling personnel within housekeeping.

All daytime employees of housekeeping receive alphanumeric pagers (display messages) to make daily communication with the central hub more convenient, which, in many cases, dismiss the need to locate an available telephone. Batteries are supplied by Plant Operations for pagers. Walkie-talkies are distributed throughout Physical Plant to various employees.

Uniforms consist of, and (when applicable) are distributed in the following manner:

<u>Maintenance</u>		<u>Housekeeping (custodial)</u>	
Pants	6	Smocks	5
Shirts	5	Pager	1
Hooded Sweatshirts	1		
Jackets	1	<u>Housekeeping (recycling staff)</u>	
Rainwear	1		
Boots	1	Pants	6
Back brace	1	Shirts	5
Pager	1	Back brace	1
Walkie-talkie	1	Pager	1
Battery (walkie-talkie)	2		

Uniform During Pregnancy

The University shall provide maternity/pregnancy uniforms (2 shirts and 2 pairs of pants) for employees in classifications required to wear a uniform. The employee is responsible for making a request to her immediate supervisor as soon as she determines that a different size of clothing is necessary. In the event that a size appropriate uniform is not available from the existing inventory, the University shall place an order for an appropriate uniform within a reasonable period of time after receipt of the employee's request. An employee who issued maternity/pregnancy uniforms will be responsible for returning the issued items within ten (10) days of the conclusion of the maternity leave.