

**Memorandum of Understanding  
(MOU)**

July 1, 2016

**University of Maryland, Baltimore and  
American Federation of State, County  
and Municipal Employees**

***Non-exempt Employee Unit***



UNIVERSITY *of* MARYLAND  
BALTIMORE

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## **PREAMBLE**

This Memorandum of Understanding (“Agreement” or “MOU”) is entered into by the University of Maryland, Baltimore (“University” or “Employer”) and the American Federation of State, County and Municipal Employees (“Union” or “AFSCME”) and has as its purpose the promotion of a harmonious, cooperative, and productive working relationship between the employer and its employees. The parties to this agreement shall make a good-faith effort to ensure that its administration is conducted in a fair and expeditious manner and for the benefit of establishing stability and understanding in the parties’ labor-management relationship.

## **ARTICLE 1. RECOGNITION AND SCOPE OF AGREEMENT**

### **Section 1. Scope of Agreement**

This Memorandum of Understanding (MOU) shall take precedent over any current policy or procedure that is in conflict with any expressed provision of this MOU.

Any agreement by the parties to modify this MOU shall be reduced to writing.

### **Section 2. Duration of Agreement**

This Agreement shall become effective as of July 1, 2016, and the terms and provisions thereof shall remain in full force and effect until 12:01 am on the 30th day of June, 2019 and from year to year thereafter, unless either party hereto shall notify the other in writing at least 120 calendar days prior to the expiration of this agreement, or of any subsequent automatic renewal period of its intention to modify or terminate this Agreement.

#### **Termination Notice**

The written notice referred to in Section 1 of this Article shall be given by certified mail, and if given by the University, it shall be addressed to AFSCME at 190 West Ostend Street, Suite 101, Baltimore, MD 21230-9825 and if given by the Union the notice shall be addressed to the University at Maryland, 620 W. Lexington Street, 3rd Floor, Baltimore, MD 21201, to the attention of the Executive Director, Human Resource Services. The parties are responsible for providing prompt notice of change of address or contact person.

Either party may re-open this MOU during the month of May in each year for the sole limited purpose of negotiating over any proposal for a cost of living adjustment that the University shall include in its fiscal year budget submission for the following fiscal year. Any negotiated agreements, in conjunction with this section, are subject to the Governor’s incorporation in the University budget and approval of the Maryland legislature.

The parties may also mutually agree to reopen negotiations of this Agreement at any point of the term of this Agreement over agreed upon subject matters, or over subject matters that become permissible matters of bargaining after the effective date of this Agreement. All other terms and conditions of this MOU remain in full force and effect during any such re-opener and throughout the duration of this MOU.

### **Section 3. Exclusive Bargaining Representative**

The University recognizes AFSCME as the exclusive bargaining representative for the purposes of collective bargaining over wages, hours and other terms and conditions of employment for all eligible non-exempt employees, as defined in the Federal Fair Labor Standards Act. Excluded employees include eligible sworn police officers, managerial employees, supervisors, confidential employees and all other statutory exclusions as prescribed by Title 3 of the State Personnel and Pension Article (2001 Supplement), Section 3-102(b)(9) and (10). Individual exclusions from the bargaining unit may be determined in proceedings before the State Higher Education Labor Relations Board(SHELRB).

In recognition of the Union's exclusive bargaining representative status, the University will not enter into collective bargaining with any other organization or entity which presents itself as the collective bargaining representative of employees included in the collective bargaining unit in which AFSCME has been certified as the exclusive bargaining representative.

### **Section 4. Effect of USM Board of Regents and UMB Policies**

Except as specifically provided for in this Memorandum of Understanding (MOU), all University System of Maryland (USM) and University of Maryland, Baltimore (UMB) policies, procedures, rules, practices, and conditions of employment governing bargaining unit employees are and shall remain in full force and effect. Where a portion of any existing policy is modified by this MOU, the remainder of that policy, not in conflict with the MOU, remains in full-force and effect.

Except where mandated by law, modified policies may not be implemented with regards to the terms and conditions of employment of bargaining unit members without first furnishing the Union with at least sixty (60) days' notice of any changes and an opportunity for the Union to bargain with regard to the change.

## **ARTICLE 2. NON-DISCRIMINATION**

The parties shall not discriminate or in any way promote, condone, support, or allow discrimination to occur against any employee because of the exercise of rights under this agreement, the laws of the State of Maryland, and any other law applicable to his or her employment with the University.

Forms of discrimination include but are not limited to:

Discrimination based on race, color, religion, sex, age, national origin, sexual orientation, gender identity and expression, physical or mental handicap, marital status, and veteran status, and any other basis determined by law, by legislative enactment of the State of Maryland or by the Government of the United States.

## **ARTICLE 3. HOURS OF WORK AND OVERTIME**

### **Section 1. Copy of Job Description**

Upon initial employment and each subsequent assignment to a new job classification thereafter, the University shall provide each bargaining unit employee with a copy of his/her written job description.

### **Section 2. Workweek**

The standard workweek for full-time employees extends from 12:01 A.M. Sunday through midnight Saturday, normally consisting of five (5) consecutive days with eight (8) hours per day. At the beginning of employment, the University will designate the number of hours per day, the starting and ending times each day, and the scheduled days during the standard workweek of the employee. If the University decides to change an employee(s)' schedule, it will notify the Union providing an explanation of the reasons for the proposed change, the employee(s) involved, the proposed effective date of the action and a two week period for the Union to request the opportunity to negotiate the schedule change. If the Union requests the opportunity to negotiate the schedule change, the University will set a meeting with the Union. The Union will present its reasons for opposing the change, and the University will respond to the Union's opposition and explain the University's reasons for the schedule change. If the Union and the University, after negotiation, cannot reach an agreement, the Union will have the right to file an unfair labor practice before the State Higher Education Labor Relations Board (SHELRB). This section shall not be interpreted to preclude the University from designating certain positions for assignment to alternative daily or workweek schedules.

### **Section 3. Lunch Breaks**

There shall be an unpaid, duty-free meal break of either thirty (30) minutes or one (1) hour based and scheduled on operational needs, for employees working on assignments of six (6) hours or more. During routine operational working conditions, meal breaks shall be scheduled at approximately the midpoint of an employee's work shift. The scheduling of meal breaks must take into consideration the unit's operational needs, requirements for coverage, and the current availability of staffing in the organizational unit.

Except in unusual or unforeseen circumstances, employees should not be required to perform work during their meal break. When there is no other choice than to require that an employee work through their meal break, appropriate pay or compensatory time will be provided to those employees who are assigned to fixed work schedules; employees working on flexible schedules will have their daily work schedule adjusted.

#### **Section 4. Work Breaks**

Supervisors shall authorize two (2) duty-free rest periods of fifteen (15) minutes each for each eight (8) hour shift, appropriate to the needs of the operation and the employees. Authorized rest periods shall normally be scheduled towards the mid-point of the first and second parts of the daily schedule or at any other time when the rest period does not cause undue hardship to the operations of a department or office. Implementation of these formal breaks is intended to eliminate unscheduled frequent absences from the work area. Employees may be allowed to combine breaks and lunchtime with prior supervisor approval.

#### **Section 5. Flexible Starting Time**

Employees may be allowed to flex their daily work schedule with prior approval of the supervisor. UMB policy on Alternative Work Schedule Policy and Procedures (VII-99.00(A)), describes the process for request and approval of flexible work schedules.

#### **Section 6. Essential Employees**

Essential employees are employees who provide essential services such as maintenance, snow removal, public safety, patient care, laboratory personnel, or employees who provide other essential services during emergency conditions.

Employees who are designated as essential employees shall receive notification on an annual basis during the month of October. Essential employees are expected to report to work and perform their duties regardless of whether there is a delayed opening or closure of the campus. Disciplinary actions proposed and/or counseling provided that are as a result of the failure of an essential employee to report to work as required will be based solely on the merits of the alleged offense(s) and the circumstances surrounding that alleged offense.

There are two categories of essential employees:

1. "Essential-All", i.e., those who perform their duties in all emergency situations; and,
2. "Essential-Circumstantial", i.e., those whose presence on site and/or performance of duties from a non-campus location is based on the particular circumstances of the emergency situation.

The annual notice to essential employees shall further delineate the designation as either Essential-All or Essential Circumstantial, as applicable, and will outline the procedures that essential employees will follow to determine whether they are required to report, to not report, or to work from a non-campus location should also be identified. Employees who are not notified that they are in either category of essential employees are not required to report to their jobs in a campus closure situation.

### **Section 7. Payment During Delays and Closure of the Campus**

Essential employees who report to work on days the University decides to delay opening or close the UM campus shall be compensated for all hours worked. By the end of the next scheduled work shift, these employees shall have the option of requesting leave at a later time equal to that provided to non-essential employees, or receiving pay at the straight hourly rate for the hours worked. If the employee requests time off instead of pay, the request must be approved by the supervisor. However, if a request for time off is denied, the employee shall receive compensation for all hours within the next payroll period.

This section also applies to employees who are required by the supervisor to continue working or to remain on duty consistent with patient care and program protocol after an official closure has been determined.

### **Section 8. Overtime**

All hours worked by an employee beyond forty (40) hours in the regular workweek shall be compensated at the rate of one and one-half (1 ½) times the employee's current hourly rate. Hours worked includes paid leave. An employee working temporarily in an Acting Capacity Appointment in a higher non-exempt classification shall receive the hourly overtime rate applicable to the higher non-exempt classification.

### **Section 9. Payment of Overtime**

All hours worked under the overtime provisions of this MOU should be paid to the employee at the next regularly scheduled payday but in no event later than the second full pay period provided that such hours of overtime took place and the employee submitted a timesheet for the overtime before the payroll reporting deadlines.

### **Section 10. Compensatory Time Off**

When compensatory time will be offered as a choice in lieu of overtime cash payment, employees will be informed no later than the first working day of the pay period that the choice is available. The decision to receive compensatory time in lieu of overtime pay is solely the employee's choice. When compensatory time is chosen, the employee shall sign a form (Attached to this MOU as Appendix A) indicating the desire to receive compensatory

time in lieu of cash payment for the overtime worked in the pay period. The form must then be provided to the designated Unit's payroll representative or other similar official to ensure appropriate accounting.

When compensatory time is chosen, the employee shall earn and receive compensatory time off at the rate of one and one-half (1 ½) hours for every hour of overtime worked. Earned compensatory time may be used, subject to supervisory approval, provided that the employee provides his/her supervisor at least forty-eight (48) hours' advance notice. The maximum accumulation of compensatory time is 240 hours (30 days). Accumulation in excess of 240 hours in any given pay period must be paid out to the employee within the next two pay periods.

When an employee transfers to another position in another school/department, accepts an exempt position, or separates from employment, the school/department from which the employee is transferring shall pay out to the employee any unused accumulated compensatory time.

### **Section 11. Seniority List**

In order to assure fair distribution of overtime, unit supervisors or designated management representatives with the proper authority shall establish a seniority list for the supervisory work unit. The list shall be updated July 1 of each year and posted at a location where all employees in the department have access to it.

### **Section 12. Rotation of Overtime List**

Available overtime shall be distributed as equally as possible among all the employees within a supervisory work unit. A rotation system for prescheduled overtime shall be implemented based on the seniority list in each supervisory work unit. Employees will be added to the overtime list at the beginning of employment. At the beginning of every fiscal year, and upon the first opportunity for overtime, the supervisor shall offer the available overtime to the most senior employee whose name is at the top of the seniority list and who is capable of performing the assignment. If the employee accepts and works the overtime, his/her name shall be placed at the bottom of the list. If the employee rejects the overtime work, his/her name shall be rotated to the bottom of the list in the same manner as if he/she had worked the overtime.

An employee who misses an opportunity for overtime work due to an approved leave of absence shall not have his/her name rotated to the bottom of the list. The employee shall receive the first available overtime assignment following his/her return.

### **Section 13. Advance Notice for Overtime Work**

The University shall provide notice to employees of pre-scheduled overtime work at least forty- eight (48) hours in advance. Refusal to work overtime by

an employee on the basis that management did not provide advance notice within the time limits shall not affect the employee's place on the overtime list. In unforeseen circumstances, the supervisor shall provide notification to the employee as soon as possible.

#### **Section 14. Mandatory Overtime under the Rotation System**

Mandatory overtime shall be assigned to the least senior employee who is capable of performing the assignment only when all available employees on the seniority list reject overtime work. Determination of an employee's ability to perform mandatory overtime shall be based on the need for special skills and/or special knowledge to perform the work. Mandatory overtime is also permitted when an employee is working on a project that requires continuity of that employee's performance. Exception to mandatory overtime on the basis of project continuity shall be granted when an employee provides proof of unusual circumstances that do not allow the employee to remain on the job after his or her regular working hours on the day the overtime is needed. Circumstances include, but are not limited to, lack of childcare, and attendance to educational courses or trainings. No employee shall be assigned mandatory overtime duties consecutively.

### **ARTICLE 4. WAGES AND COMPENSATION**

#### **Section 1. Cost of Living/Merit Adjustment**

1. Provided that the Governor and Legislature approves the necessary funding for a Cost of Living Adjustment (COLA) and/or Merit Pay adjustment, the University shall provide COLA and/or Merit Pay increments in the same form, amounts, and dates as that approved by the USM and its Chancellor for non-exempt employees. Nothing in this section shall preclude the UMB and AFSCME from negotiating COLA and/or merit increases greater than that determined by the USM.
2. In May of each year of this MOU, the University and the Union shall commence negotiations regarding possible COLA increases for bargaining unit members, if any, to be included in a memorandum to USM for the following fiscal year. In subsequent fiscal years covered by this MOU, COLA increases for bargaining unit employees shall take effect provided that the Governor and the legislature approve the University budget and fully fund such increases.
3. In May of each year of this MOU, the University and the Union shall commence negotiations regarding possible merit increases, if any, for bargaining unit members who are rated "meets standards" or above in their annual performance evaluation to be included in a memorandum to USM for the following fiscal year. Merit increases for bargaining unit employees

shall take effect provided that the Governor and the legislature approve the University budget and fully fund such increases.

### **Section 2. Acting Capacity Pay**

An employee who is required to perform in a position that is a higher level position in the bargaining unit than that of the employee's current position shall be paid additional compensation after twenty-two (22) consecutive work days from the first day the employee started working in the higher level position. The amount of acting capacity pay shall be 6% higher than the employee's current salary.

Acting capacity shall be paid on an hour for hour basis. The original period of acting capacity shall be no more than six (6) months. For operational reasons, the employee may be assigned to an additional six (6) months extension. Acting capacity may not exceed twelve (12) months.

### **Section 3. On-Call Payment**

Nonexempt bargaining unit employees who are placed in an "On-Call" status shall receive a payment of \$27 per day to a maximum of \$189.00 per week.

## **ARTICLE 5. PERFORMANCE EVALUATION**

### **Section 1 - Employee Evaluation**

Employees shall receive a performance review at least once every twelve (12) months. The University shall use the Performance Development Process (PDP) for evaluating the performance of bargaining unit employees. The evaluation period shall begin on April 1 and end on March 31 of the following year. PDP involves:

- A. A discussion of expectations between the supervisor and the employee at the beginning of the rating period.
- B. At approximately the mid-point of the evaluation cycle, rating officials must discuss with the employee their performance to date, including an assessment to that date as to whether the employee's performance meets, exceeds, or is below performance expectations. This discussion should be documented. If the annual evaluation of the employee's performance has been assessed as below standards or unsatisfactory, and a mid-cycle discussion did not take place, the employee's evaluation will automatically be assessed at the meets standards level for that rating cycle.
- C. Evaluation ratings for the past year that shall be completed and signed by employees by April 30. Employees may choose to take up to three working days after the completion date to review their PDP before signing the completed PDP form.

- D. Each employee shall receive a copy of his/her completed PDP form. Employee evaluations cannot be changed after the employee has received the signed completed form. Failure by the supervisor to complete the evaluation by April 30 shall indicate that the employee is considered to have met the standards of performance for that evaluation period. Discussions of expectations for the coming year should be completed by May 31 of each year.

Employee goals and expectations must be specific, attainable and related to the employee's job classification/position. In determining goals and expectations for employees, a supervisor shall make sure the employee is given the tools and training necessary to achieve the goals and expectations successfully.

To ensure appropriate communication between a rating official and an employee, when an employee's end of rating period evaluation is rated below the "meets standards" level in any of the PDP factors or objectives, or when an employee receives an overall rating of "meets standards" but perceives a written comment(s) as negative, the employee should have an informal discussion of the matter(s) with the rating official to understand the supervisor's basis for the comments, or to determine areas for improvement and possible methods to improve.

This discussion may address any written comments on the evaluation. Written comments that are retained on the PDP document after such discussion may be grieved by the employee through the procedures of Article 13 of the MOU.

Other procedures pertaining to the PDP shall be in accordance with current USM Policy on The Performance Evaluation Program (VII – 5.20).

## **ARTICLE 6. TUITION REMISSION**

Employees in the bargaining unit and their eligible dependents should continue to receive tuition benefits as currently provided and as stated in the Board of Regents policies on tuition remission for faculty and staff (VII-4.10), and for spouses and dependent children (VII-4.20).

Should the Board of Regents or the General Assembly implement any changes in the tuition remission policies or the law, the parties will follow the procedure specified in Article 1, Section 4, of this MOU.

## **ARTICLE 7. PROBATIONARY PERIOD**

### **Section 1. New Employees**

The probationary period for a newly hired employee shall be six (6) months.

## **Section 2. Filling Vacancies**

As a way to facilitate employee upward mobility and cross training, where a University candidate is determined to be equal in qualifications and work record to an external candidate, the appointing school/department will be encouraged to seriously consider selecting the University candidate.

## **Section 3. Lateral Transfer**

The probationary period for employees who are laterally transferred to a new job classification and/or the same job classification in a different school/department through a competitive process shall be six (6) months. The employee has thirty (30) calendar days, excluding winter and spring break shutdowns, to indicate in writing, to the former supervisor, the desire to return to the former position unless the position has been eliminated. An employee who is rejected during the probationary period shall be restored to his/her former position if it is vacant or held by a Contingent Category I employee.

## **Section 4. Promotion**

The probationary period for employees who are promoted to a new job classification through a competitive process shall be six (6) months. The employee has thirty (30) calendar days excluding winter and spring break shutdowns to indicate in writing, to the former supervisor, the desire to return to the former position unless the position has been eliminated. Any employee who is rejected during the probationary period shall be restored to his/her former position if it is vacant or held by a Contingent Category I employee.

## **Section 5. Probation after Reinstatement**

An employee who has satisfactorily completed an original probationary period in a job class who is reinstated to the same job class in the same department within three (3) years shall not serve a probationary period.

## **Section 6. Probation of Contingent Category II Employees Converted to Regular Status**

Contingent Category II employees with more than six (6) months of service who are converted without a break in service to a regular status position in the same job class in the same department shall not be required to serve a probationary period in that job class.

# **ARTICLE 8. LEAVE OF ABSENCE**

## **Section 1. Annual Leave**

Annual leave benefits shall be provided consistent with USM Policy on Annual Leave for Regular Nonexempt and Exempt Staff Employees (VII-7.00), and

those benefits shall not be reduced during the term of this MOU. In the event that USM/UMB proposes to change a leave policy, it is understood that Bargaining Unit Employees would receive benefits under whichever version of the policy is more generous for the remainder of the term of this MOU.

Annual leave must be approved in advance by the supervisor. The employee request for leave shall not be unreasonably denied. No employee shall be denied the use of annual leave around the same recognized holiday for two (2) consecutive years.

## **Section 2. Personal Leave**

Full-time employees shall receive three (3) days (not to exceed twenty-four [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 current USM Policy on Leave Reserve Fund. No employee shall be paid for unused personal leave. All unused personal leave shall be requested, scheduled, and approved by the final quarter of the calendar year.

While the use of personal leave requires prior approval by the employee's supervisor, no employee shall be denied the use of personal leave for reasons other than significant shortage of staff or high demand periods in the office or department where the employee works. The University shall not deny the use of personal leave to any employee for a period of two (2) consecutive years.

## **Section 3. Sick Leave**

- I. Sick leave benefits shall be provided consistent with USM VII-7.45 Policy on Sick Leave for Exempt and Nonexempt Staff Employees, except as otherwise provided in this MOU, and those benefits shall not be reduced during the term of this MOU. In the event that USM/UMB proposes to change a leave policy, it is understood that Bargaining Unit Employees would receive benefits under whichever version of the policy is more generous for the remainder of the term of this MOU. Earned leave, as referred to in the Policy on Sick Leave, shall also include holiday and compensatory leave.

The "responsibilities" of an employee's position as referred to in Section III (A) of the USM Policy on Sick Leave, shall refer to the essential responsibilities of the position.

In cases where there is a conflict between health care providers, as referred to in Section III (B), of the USM Policy on Sick Leave, and the university selects a 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.

II. 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, advanced or extended sick leave.

B. Verification of Illness for Absences of five (5) or more Consecutive Days

The University may require an employee to provide an original certificate of illness or disability in cases where an absence is for five (5) or more consecutive workdays. The certificate required by this Section shall be signed by a certified medical provider as defined in Section 3, II, F,

C. Verification of Illness for Absences less than five (5) Consecutive Days

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

1. When an employee has a pattern within a twelve (12) month period of maintaining a zero (0) or near zero (0) 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.

D. Procedures for Certification Requirement

Prior to imposing a requirement on an employee for documentation of sick leave use, under Section 3,II, C, 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 Human Resource Services, 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 is accumulated in accordance with this Section II. 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. If the employee has not complied with the certification requirement and is not in compliance, the requirement shall be extended for six (6) months from the date of the lack of compliance with the requirement. 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 3, II, F, indicating that the employee is required to be absent from work due to illness;
2. The duration of absence from work;
3. Prognosis of employee's ability to return to work;
4. Title and original signature of an accredited, licensed or certified medical provider; and
5. Any other information necessary to verify that the employee's use of sick leave is in accordance with this Article. Such information does not need to include information about the specific illness or health condition of the employee.

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

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

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

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

The employee shall:

1. have exhausted all other types of accrued leave; and
2. have performed at a "meets standards" or better level of performance and have not been placed on a sick leave certification requirement as provided in Section II or been disciplined for absenteeism during the past twelve (12) months.

B. Advanced sick leave is not an entitlement. The granting of requests for advanced sick leave is at the discretion of Human Resource Services in consultation with the employing school/department.

- C. Advanced sick leave shall not be granted in instances where the illness or injury or disability occurred on the job, and has been determined to be compensable by the Workers' Compensation Commission or the Injured Workers' Insurance Fund and the employee has been granted accident leave or temporary total disability benefits by the Workers' Compensation Commission.
- D. Employees shall submit written advanced sick leave requests to the immediate supervisor. Verification by an accredited, licensed, or certified medical provider as outlined in Sections 3, II, E, and 3, II, F, of this Article that supports the medical condition must be submitted to Human Resource Services. Human Resource Services shall issue a response within ten (10) business days from receipt of the request.
- E. Sick leave may be advanced as follows:
  - 1. In the first year of service, advanced sick leave will be prorated based upon the employee's length of service at the time it is requested.
  - 2. Thereafter, advanced sick leave is 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.
- 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 (1/2) 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. Human Resource Services 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. In cases where there is a conflict between health care providers, as referred to in Section III (B), of the USM Policy on Sick Leave, and the university selects a 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.
- IV. Extended Sick Leave for the Employee's Own Illness
    - A. An employee who sustains a temporary, recoverable illness, injury or serious disability may request extended sick leave, subject to the three (3) following conditions.

The employee shall:

1. have been in USM and/or State service for at least five (5) years;
  2. have exhausted all types of accrued leave and advanced sick leave; and
  3. have performed at a "meets standards" or better level of performance and have not been placed on a sick leave certification requirement as provided in Section II or been disciplined for absenteeism 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 Human Resource Services in consultation with the employing school/department.
  - C. Extended sick leave shall not be granted in instances where the illness, injury or disability occurred on the job and has been determined to be compensable by the Workers' Compensation Commission, or the Injured Workers Insurance Fund and the employee has been granted accident leave or temporary total disability benefits by the Workers' Compensation Commission.
  - D. The maximum cumulative total of extended sick leave available to an employee while in USM or State service is twelve (12) work months or fifty-two (52) work weeks.
  - E. Annual, sick and holiday leave earned, and personal leave credited while on extended sick leave shall be applied as earned/credited.
  - F. Employees shall submit written requests for extended sick leave supported by written verification by an accredited, licensed, or certified medical provider as outlined in Sections 3, II, E, and 3, II, F, of this Article to the immediate supervisor.
  - G. Human Resource Services 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 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. In cases where there is a conflict between health care providers, as referred to in Section III (B), of the USM Policy on Sick Leave, and the university selects a 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.

#### **Section 4. Death of a Relative**

The University shall grant the use of accrued sick leave, not to exceed five (5) workdays, or seven (7) workdays if overnight, out of state travel is required for the death of any close relative of the employee. For purposes of this section, close relative is defined as the spouse, child, stepchild, mother, father, (or someone who took the place of a parent), grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law or sister-in-law of the employee or spouse. Sick leave for any other relative of the employee or spouse who permanently resides in the household of the employee shall also be available.

The University shall grant the use of accrued sick leave not to exceed one (1) workday, or three (3) workdays if overnight, out of state travel is required for the death of the aunt, uncle, niece or nephew of the employee or spouse.

#### **Section 5. Family and Medical Leave (FMLA)**

FMLA approval and entitlements are granted in accordance with law and pursuant to the terms and conditions set forth under USM Policy on Family and Medical Leave for Nonexempt and Exempt Staff Employees (VII-7.50).

#### **Section 6. Leave Reserve Fund**

A regular status employee who has completed at least one (1) year of service with an institution in the University System of Maryland, or someone on the employee's behalf, may submit to the Director, Human Resource Services, a written request to use leave from the University System of Maryland Leave Reserve Fund (LRF). A request for leave under this section shall include the following information:

- a) Documentation authenticating the employee's temporary medical disability, the approximate dates the leave begins, and date the employee will be released to return to work or next scheduled medical appointment date.
- b) Specific number of days requested.

- c) Proof that all earned paid leaves (sick, annual, personal, holiday, advanced and extended sick leaves and compensatory leave) have been exhausted.
- d) Proof that the employee is not facing administrative/disciplinary action.

The maximum number of days which may be requested from the LRF shall not exceed one (1) day for each month of creditable University and State service.

The Director or designee will determine whether the employee meets the requirements above and recommends approval of leave not to exceed the number of days requested by the employee. Leave under the reserve fund will not be denied if the above criteria are met.

Personal leave unused by an employee shall be remitted to the Leave Reserve Fund available for University employees. The Leave Reserve Fund provides paid leave to full time and part- time employees who become temporarily medically disabled.

### **Section 7. Accident Leave**

General:

Accident Leave is leave paid at two thirds (2/3) of the employee's regular pay and is granted to an employee who sustains an accidental injury if (1) it is determined to be compensable according to the Maryland Workers' Compensation Act, and (2) a physician examines the employee and certifies that the employee is disabled because of the injury.

Employee Responsibility:

An employee who sustains an injury or someone on the employee's behalf shall provide the following to the employee's supervisor or to Risk Management, Environmental Health and Safety:

- a) Oral or written notice immediately after the injury occurs; and
- b) Within three (3) working days after the injury occurs, a physician's written certification that the employee is disabled by the injury.

Accident Leave for employees covered under this MOU is governed by the USM Policy on Accident Leave (VII-7.40 approved by the Board of Regents, May 1, 1992; Amended November 12, 1993; Amended December 13, 1996; April 16, 2004)

### **Section 8. Leave of Absence without Pay**

Leave of absence without pay is not an entitlement. Eligible employees may request supervisory approval for a full or partial leave of absence without pay for up to 30 calendar days. For leave of absence without pay greater than 30 days, requests must be made to the Director, Human Resource Services. Employees may request leave of absence without pay for up to a maximum

of twenty-four (24) months. The request and approval of the leave of absence without pay shall indicate a specific start and end date.

To be eligible, the employee shall:

- a. Be employed at least 50% of full time;
- b. Have exhausted all accrued leave available and appropriate for the category of the absence; and,
- c. Not be involved in an administrative/disciplinary action.

Employees on an approved leave of absence without pay may elect to continue health care and other benefits, as permitted by law, at the full University group coverage rates of the benefits, including the employee's share, the share of the cost normally paid by the University, and any additional administrative cost.

An employee who will not be returning to the institution at the conclusion of a leave of absence without pay shall notify the immediate supervisor in writing as soon as practicable. Failure to provide written notification of intent to return from leave by two weeks prior to the end of the approved period of leave of absence without pay shall be interpreted as a resignation.

Extensions of approved leave of absence without pay are not guaranteed simply because eligibility criteria have been met.

### **Section 9. Jury Duty**

The University shall grant jury service leave with pay for time spent on jury duty. Employees must advise their immediate supervisor of the prospective date of jury duty upon receipt of notification. Employees will be responsible for providing documentation verifying attendance at jury duty.

Time permitting, employees who are dismissed from jury duty will be expected to return to work for the balance of the scheduled workday.

### **Section 10. Leave for Legal Actions**

An employee who is not a party to a legal action or court proceeding and who is subpoenaed to appear in a court action, before a grand jury, before an administrative agency, or for a deposition, may be absent from the job without loss of pay or charge to any leave. Employees must advise the immediate supervisor of the prospective date of the appearance in court upon receipt of the subpoena. The employee shall provide documentation to verify attendance.

### **Section 11. Administrative Leave**

Employees may be granted administrative leave with pay, by the President, for emergency conditions, closure of campus due to inclement weather conditions, or for any purpose considered in the best interest of the employee and the University as approved by the President.

## **Section 12. Military Leave with Pay**

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), 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, Coast Guard Reserves or National Guard.

## **Section 13. Call up to Active Military Duty during a National or International Crisis or Conflict**

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

## **Section 14. Leave for Disaster Service**

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

## **Section 15. Religious Observance Leave**

Employees shall be allowed to use personal, or annual leave, with supervisory approval, in order to attend religious observances. Employees must provide twenty-four (24) hour notification.

## **Section 16. 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 to the Union during a fiscal year may not exceed one (1) day for every twenty-three (23) of its bargaining unit employees of the University as of July 1 of the current fiscal year.
- C. All requests for Union leave shall be submitted to the Executive Director, Human Resource Services, in writing by a staff member of AFSCME ten (10) 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.
- D. After verifying the validity of the request with a staff Union representative and the accuracy of the time being requested, the Executive Director, Human Resource Services, may approve in consultation with the employing school/department 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 16, B, of this Article. Approval of leave under this section shall not be unreasonably denied.
- E. If AFSCME needs to substitute an employee or employees for those previously granted Union leave, or substitute new dates, such requests will be submitted two (2) working days in advance of the day on which the leave is to begin to the Executive Director, Human Resource Services 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.

### **Section 17 - Leave for Union Business**

AFSCME Maryland, through its Director or authorized designee, may request that the University, during the life of this agreement, grant to one employee in the bargaining unit an extended period of leave of absence without pay for up to one year to allow that employee to conduct Union business. During this time, the employee's benefits will be retained, at full cost to the employee. During this unpaid status, the University will not be responsible for the subsidized cost of the employee's benefits. At the end of the extended leave of absence without pay, the employee may return to the position and work location they held at the time the leave was taken, or if no longer available, to an equivalent position with the same rate of pay and benefits.

### **Section 18. Attendance Incentive Program**

When permitted by the General Assembly and/or the Board of Regents, and in order to motivate perfect attendance, the University employing departments may provide an attendance incentive program to their employees. Any such program shall be at the discretion of and fully funded by the employing department.

## ARTICLE 9. HOLIDAYS

### Section 1. Recognized Regular and Floating Holidays

Full-time employees earn Regular (R) and Floating (F) holiday leave by being in paid status on the calendar date of occurrence as set forth in this section. Part-time employees who are in paid status on the calendar date of occurrence and who are employed on at least a 50% time basis earn a prorated amount of holidays based on the percentage of employment.

Regular holidays are those on which, operations permitting, the school/department closes. Regular holidays are observed on the calendar date of occurrence as set forth in this section. Employees can observe a Floating or Regular holiday on the date of occurrence or on a later workday. Employees who are required to work on a Regular holiday shall be granted a substitute day off within ninety (90) days of the Regular holiday worked. Such day shall be scheduled with the approval of a supervisor. If the substitute holiday cannot be scheduled based on operational needs, the University shall pay the employee at the rate of one and one half (1 ½) times the employee's regular hourly rate in lieu of the substitute holiday. Floating holidays shall be scheduled on a later workday in the same calendar year subject to scheduling approval by the employee's supervisor. When an employee is not allowed to use one (1) or more Floating holidays during the calendar year based on operational needs, the employee shall receive compensation at the rate of one and one half (1 ½) the employee's regular hourly rate for all holidays not used. If the payment of Regular or Floating holidays results in overtime compensation, compensation shall be based on the provisions of Article 3 of the MOU. Payment of unused Floating holidays shall occur no later than February 15th of the subsequent calendar year. Nothing in this section shall prohibit a school/department from setting the dates of observance for Floating holidays. There shall be no carry over of unused holidays from calendar year to calendar year.

Paid holiday leave shall be eight (8) hours for each day earned and observed.

### Schedule of Holidays

<b>Holiday</b>	<b>Calendar Date of Occurrence</b>
New Years Day (R)	January 1
Dr. Martin Luther King's Birthday (R)	3rd Monday in January
Lincoln's Birthday (F)	February 12th
President's Day (F)	3rd Monday in February
Maryland Day (F)	March 25th
Good Friday (F)	Friday before Easter
Memorial Day (R)	Last Monday in May
Independence Day (R)	July 4th
Labor Day (R)	1st Monday in September
Columbus Day (F)	October 12th

Election Day (F)	1st Tuesday in November (Statewide general election day in Maryland)
Veterans Day (F)	November 11th
Thanksgiving Day (R)	4th Thursday in November
Friday after Thanksgiving Day (F)	4th Friday in November
Christmas Day (R)	December 25th

In addition to the above Schedule of Holidays, a holiday shall occur and be observed whenever such is declared by the Governor of the State of Maryland or by the President of the United States.

**Section 2. Day on Which Holiday is Earned**

Normally, a holiday will be earned on the calendar day on which it falls. When a holiday falls on a Saturday, the employee will earn the holiday on the preceding Friday. When a holiday falls on a Sunday, the employee will earn the holiday on the following Monday.

**ARTICLE 10. UNION RIGHTS**

**Section 1. AFSCME Representatives**

AFSCME will appoint certain employees to serve as representatives. The AFSCME bargaining unit member acting as AFSCME representative shall not suffer any loss of pay for investigating, processing or testifying in any step of the grievance procedure. AFSCME will submit an updated list of representatives to the University within ninety (90) days after the ratification of this contract, and thereafter will notify the University in writing as to any additions or deletions to the AFSCME representative list.

**Section 2. Access to University Facilities**

Access to University facilities for AFSCME representatives shall be appropriate to the purpose of the union business being conducted. AFSCME bargaining unit representatives shall be permitted to place and distribute materials at mutually agreed upon common space locations and bulletin boards frequented by employees, before and after their work hours, and during their breaks and meal periods. AFSCME staff representatives shall also be permitted to place and distribute materials at mutually agreed upon common space locations and bulletin boards frequented by employees. AFSCME representatives (or anyone acting on their behalf) may request the use of available meeting rooms from UM Human Resource Services to hold short conferences with employees on the employee's own time, breaks or meal times. With supervisory approval, union-appointed employees may be allowed paid duty time to participate on behalf of AFSCME in the UMB Benefits Fair.

At the Department of Public Safety, the Union shall be permitted to place informational materials for employees in the roll call area. The information shall be placed at a table provided by the employer and may have a sign of identification. AFSCME representatives will be allowed to address attendees at roll call for 5 minutes four times each calendar year, subject to advance scheduling of those addresses with the Chief of Police or designee. If an employee would like to meet with an AFSCME representative on their own time at those times, a private meeting space will be made available.

### **Section 3. Right to Information**

The University will provide to the Union, in accordance with applicable law, information that is relevant and necessary for AFSCME Maryland to discharge its duty of fair representation with bargaining unit members. Such information may be relevant to the administration of any part of this contract or related to a disciplinary action against an employee.

### **Section 4. Means of Communication**

AFSCME has the right to communicate with bargaining unit employees only through use of any means available to the public, and through campus email utilizing an AFSCME generated distribution list. AFSCME will be allowed use of campus mail or email to distribute newsletters or other lawful communications to bargaining unit employees a maximum of eight (8) times per year for use of campus mail, and a maximum of twelve (12) times per year for use of campus email. The Union shall send a courtesy copy to the University of any Mass Communication to the bargaining unit using campus mail or email within four (4) hours before sending such communications. Authorized AFSCME representatives may be allowed use of University telephones and fax machines, computers, printers, scanners, and copy machines for duplicating no more than 100 produced pages after obtaining the authorization of UMB's representative in Human Resource Services and only in connection with the administration and bargaining of this MOU. The requirement for prior authorization does not apply to grievances. AFSCME shall also have the right to post Union materials on designated bulletin boards in those buildings of the University where there is more than a nominal presence of bargaining unit employees.

Materials to be posted must be lawful, dated, and authorized by AFSCME. The locations of these bulletin boards shall be in public areas visible to bargaining unit employees at the specific location as agreed upon between the Union and the University. AFSCME will bear all associated costs of bulletin boards.

### **Section 5. Information Reports**

a) The University shall provide the Union an annual report listing all bargaining unit employees by name, and listing their department, job classification, assigned salary level, current salary, full-time/part-time status, office work telephone number, campus address and work e-mail address.

b) The University shall provide the Union a monthly report listing all bargaining unit employees hired since the previous report. The report shall include the employee's name, department, job classification, assigned salary level, current salary, full-time/part-time status, office work telephone number, campus address and work e-mail address.

c) The University shall provide the Union a monthly report of all bargaining unit-eligible Contingent Category II employees who will become eligible for "conversion" to regular status in accordance with USM policy VII - 1.40 within the following month. The report shall include the employee's name, department, job classification, assigned salary level, current salary, full-time/part-time status, office work telephone number, campus address and work e-mail address.

d) The University shall provide the Union a monthly report containing the names, job classification, and work telephone number of all bargaining unit employees who retired, resigned, or otherwise were separated from employment in the previous month.

e) These reports will be submitted to the union in electronic format to an e-mail address designated by the Union. The Union agrees to remit to the University, an amount of payment for all reasonable costs associated with the administration of any other reports not covered in this Section up to \$250 for an initial report and \$100 for any subsequent reports.

### **Section 6. Meeting Space**

The Union shall have access to work areas and designated meeting rooms for the purpose of conducting Union business. Union representatives shall not interrupt the work of employees when visiting work facilities. Union representatives entering facilities where a security officer may be posted shall be expected to show personal identification or a business card and designate the location prior to entering such facilities. Such representatives shall not be required to state the specific reasons for their visit. The Union will also follow access procedures to sensitive areas on campus in accordance with the University's policy. The Union shall contact the appropriate scheduling person and use of the facilities will be based on availability. The Union shall provide at least two (2) days' notice prior to the use of meeting rooms. Employees may participate in Union business during non-work time periods and only during work hours pursuant to release time provisions under this MOU.

### **Section 7. Meetings with Management**

During scheduled meetings with management representatives, AFSCME representatives may take a reasonable time to caucus with the represented employee(s). No employee shall leave an assigned post of duty to engage in activities related to the administration of this MOU without the prior knowledge of the employee's designated supervisor.

## **Section 8. New Employee Orientation**

An AFSCME representative designated by the Union, shall be granted twenty (20) minutes, upon request, at the end of the University new employee orientation session to welcome the new bargaining unit employees and provide information about AFSCME. The representative will be granted 30 minutes of union leave for each instance of this activity.

## **Section 9. Union Meeting Release Time**

Employees may be allowed to use annual or personal leave to attend Local Union meetings. An employee using annual or personal leave under this section shall follow the leave approval procedures that currently exist in the department/unit.

## **Section 10. Union Office**

The University agrees to provide a Union-designated office on campus for Union business for the duration of this agreement. The designated office shall be lockable and include meeting space typical of standard university offices. It shall be furnished with a conference table, dedicated phone line, and connection for Internet connectivity. The Union will furnish the office with any additional necessary equipment. The Union office shall be located in a building reasonably easily accessible from the majority of locations on campus.

## **Section 11. Non-Retaliation for Union Activities**

The University agrees that it shall not interfere with, restrain, or coerce employees in the exercise of their right to engage in Union activity as authorized by SPP 3-301 et. seq.

## **Section 12. Special Bargaining Unit Meetings**

There shall be up to 4 general bargaining unit meetings per year where Bargaining Unit members, subject to supervisory approval, may attend using 30 minutes of duty-time. The subjects discussed in these meetings shall include but not be limited to: workplace issues, collective bargaining, the labor-management committee, grievances and appeals, legislative and budgetary issues, and Union wide matters that relate to these subjects. Recruitment of membership shall not occur at these meetings. The Union agrees to provide an agenda for the meeting, and a list of employees who will attend to the Executive Director, HRS no later than two (2) business days prior to the meeting.

## **ARTICLE 11. MANAGEMENT RIGHTS**

### **Scope of Rights**

Except as expressly modified or restricted by a specific provision of this contract, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the University, including but not limited to:

1. Determine the mission, budget, organization, numbers, types and grades of employees assigned, work projects, tours of duty, methods, means and personnel by which its operations are to be conducted, technology needed, internal security practices, and relocation of its facilities.
2. Maintain and improve the efficiency and effectiveness of University operations.
3. Determine the services to be rendered, operations to be performed and technology to be utilized.
4. Determine the overall methods, processes, means and classes of work or personnel by which University operations are to be conducted.
5. Hire, direct, supervise and assign employees. Promote, demote, discipline, discharge, retain and layoff employees.
6. 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.
7. Set the qualifications of employees for appointment and promotion, and set standards of conduct.
8. Promulgate University or department rules, regulations, or procedures.
9. Provide a system of merit employment according to the standard of business efficiency.
10. Take actions not otherwise specified in this section to carry out the mission of the employer.

The University's failure to exercise any right, prerogative or function hereby reserved to it or the University's exercise of any such 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 contract or the regulations of the State Higher Education Labor Relations Board.

## **ARTICLE 12. DISCIPLINARY PROCEDURES**

### **Section 1. Right to Union Representation**

Any employee facing disciplinary action, or being investigated in connection with a potential disciplinary action shall, request AFSCME or other representation at any meetings or hearings with management representatives in connection with such investigation or disciplinary action proceedings.

### **Section 2. Disciplinary Suspension – Time Limits**

The University may impose a disciplinary suspension, not applicable to indefinite suspension pending charges for removal, no later than five (5) working days from the time of the infraction or reasonable knowledge of the alleged infraction by the responsible supervisor or administrator. Disciplinary suspensions under this section shall be subject to the grievance and appeal procedures in the same manner as any other disciplinary action.

### **Section 3.**

With the exception of the time limits imposed in Article 13, an appointing authority may impose disciplinary action no later than 30 working days after the appointing authority has or should reasonably have acquired enough knowledge to justify the imposition of the discipline.

## **ARTICLE 13. GRIEVANCE PROCEDURE**

### **Section 1. 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.*

### **§ 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.

### **§ 13-203. 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 (3) 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 (2) parties. The arbitration award is advisory to the Chancellor or administrative law judge, as appropriate, and an additional appeal or hearing may not be considered. The Chancellor or administrative law judge, as appropriate, shall make the final decision that is binding on all parties.

(e) Authority of Chancellor or administrative law judge. -- The Chancellor or administrative law judge, as appropriate, shall have the power to award back pay in any grievance and the president of the constituent institution shall enforce such order. In any reclassification case in which the Chancellor or administrative law judge, as appropriate, or his designated representative, determines that an employee has been misclassified, the Chancellor or administrative law judge, as appropriate, may, in his discretion, award back pay to the employee for a period not to exceed one (1) year prior to the initial filing of the grievance.

(f) Coercion, discrimination, interference, reprisal and restraint prohibited.

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

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

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

### **§ 13-204. Decisions**

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

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

(a) Suspensions pending removal. -- Within 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 (1) 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 (3) 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 (5) employees at steps two and three unless, at any step, prior permission is granted by the person hearing the grievance.

(d) Employee complaint forms shall be available in the campus personnel department. The University form shall be used.

(e) It is the responsibility of the head of each organizational unit to assure that each employee understands the channels of communication and appeal, specifically who is the department head or chairman and who acts in their absence.

(f) An employee may not leave the post of duty to engage in grievance handling without the knowledge of and permission from the designated supervisor.

(g) A formal grievance may be filed by the aggrieved employee; the request to appeal a grievance must bear the signature of the employee or the employee's representative at each step of the procedure.

(h) A record of each grievance and its disposition shall be furnished to the employee involved. A file copy of each grievance shall be maintained at the last step at which the grievance was processed, and an additional copy shall be filed with the campus personnel department which shall be available to the employee or the employee's representative.

(i) At any point in the grievance procedure, the employee may elect to obtain, change, or dismiss the representative by providing a written notice to the person hearing the grievance.

However, the action does not allow the grievant to return to a previous step in the procedure.

(j) A hearing officer may exclude incompetent, irrelevant, immaterial, and unduly repetitious evidence or witnesses.

(k) Each step of the grievance procedure shall be processed as quickly as practicable within the specified time limits. Failure to appeal at any step constitutes acceptance. Failure to answer is a denial to which an appeal may be made. By mutual agreement, the time limits and/or steps may be waived.

(l) It is the responsibility of each party to the grievance procedure at each step of the procedure to duplicate the grievance form prior to filing it with the employer or returning it to the employee and to retain one (1) copy of the form.

(m) A grievance may start with a complaint or request by a permanent or temporary employee.

(n) An employee may be represented at every step of the grievance procedure by a party or organizational representative.

(o) An employee shall receive a copy of this grievance procedure upon employment at the University.

(p) Both parties shall make an effort to resolve the grievance at the lowest possible level.

(q) All grievance hearings shall be open hearings unless either party requests that the hearing be closed.

(r) At any step of the grievance procedure, either party may require that witnesses be excluded from the hearing room until called.

(s) Any party who elects to use this procedure for resolution of a problem is presumed to agree to abide by the final disposition arrived at in this procedure and the final disposition may not be subject to review under any other procedure within the University.

(t) Any question concerning the timeliness of a grievance or whether a complaint is subject to the grievance procedure shall be raised and resolved promptly, unless the person hearing the grievance or appeal determines that the decision on a motion to dismiss will be deferred pending a hearing on both the merits and the motion.

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

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

(b) Funds provided for satisfaction of awards. -- The Governor shall provide in the annual State budget adequate funds for the satisfaction of any final monetary or benefit award or judgment that has been rendered in favor of the employee against the University in any administrative, arbitration, or judicial proceeding.

(c) Awards which have not been satisfied. -- Awards under this section that have not been satisfied pursuant to subsection (d) of this section, shall be reported to the Comptroller of the Treasury, who shall maintain and report annually to the Governor an accounting of existing awards. Upon appropriation of funds by the legislature, the Comptroller of the Treasury shall satisfy existing awards in order of date of award.

(d) Timeliness of satisfaction. -- If the University has sufficient funds available to satisfy any award under this section at the time the award is rendered, the award shall be satisfied as soon as practicable but not more than 20 days after the award becomes final.

### **Section 2. Step Two Grievance Decisions**

A Step Two grievance decision issued by the President of the University or the President's designated representative, currently a representative from Human Resource Services, shall be binding on the parties unless it is modified or reversed at Step Three (Office of Administrative Hearings).

In the event the University decides to use a different President's designated representative to hear grievances at Step Two, it should inform the Union at least fifteen (15) days before the next Step Two conference takes place.

## **ARTICLE 14. UNIFORMS AND EQUIPMENT**

### **Section 1. Uniformed Job Classifications**

The University shall provide uniforms and equipment to all employees working in classifications where such is needed and/or mandated by law. Employees are expected to keep uniforms clean and in good repair. Employees in uniform

should present a professional appearance and University identification should be obvious to the casual observer. All University identification emblems should be visible on the outer garment at all times unless weather conditions are extreme and there is no proper clothing provided by the University. Employees shall be able to wear pins, badges or other objects authorized by law or issued by the University. The wearing of such objects must not present a safety hazard or interfere with the identification of the individual as a University employee. The objects referred to above will not promote obscenity, pornography, racism, bigotry or hatred in any form.

### **Section 2. Replacement of Uniforms**

As uniforms deteriorate and are in a state of disrepair, the University shall provide replacement uniforms. Employees are responsible for the cost of replacement of uniforms that are lost or damaged through negligence or carelessness. Replacement uniforms shall be in new condition and fit properly.

### **Section 3. Safety Shoes**

When an employee's duties require the wearing of safety shoes, the University shall provide the employee with safety shoes, or provide reasonable reimbursement for shoes that meet the required specifications. Normally, the University will provide reimbursement no more than once every two (2) years. However, in instances where shoes have been damaged or deteriorate based on the assigned work, reimbursement may be authorized more often.

### **Section 4. Personal Protective Clothing and Equipment (PPCE)**

The University has the option to purchase or provide reasonable reimbursement for all personal protective clothing and equipment, including prescription safety glasses, that is required by applicable state laws and regulations and that has been approved by the University. Schools and units shall assess their workplace to determine if hazards are present, or are likely to be present, and shall advise its employees about the protective clothing and equipment that must be used in order to avoid dangerous or hazardous conditions. In workplaces where required, such as laboratories, protective safety glasses will be available at designated supply rooms to all General Services staff assigned to work in those areas.

## **ARTICLE 15. HEALTH AND SAFETY**

### **Section 1. General Duty**

All employees, regardless of job classification, have the right to work in a safe workplace. It is the responsibility of the employer to provide safe and healthful working conditions for all employees. It is the responsibility of all employees

to work safely. Therefore, the parties will comply with all applicable laws, regulations and orders of federal and state regulatory agencies.

## **Section 2. Unsafe Conditions**

It is incumbent upon all employees to exercise the constant vigilance necessary to avoid unsafe acts and take all reasonable precautions to prevent injury to themselves or their fellow employees. Supervisors are required to provide appropriate training and/or resources to promote a safe work environment. Employees are expected to learn and follow approved standards and procedures, which apply to their activities, and to immediately bring it to the attention of their supervisors when they have any doubts concerning potential hazards. When an employee faces a work situation that may endanger his/her health and safety, the employee must stop the task(s) and immediately seek the advice of the supervisor. Supervisors should take appropriate action to resolve reported unsafe work conditions and may give the employee an alternative assignment. The employee shall resume work after the supervisor has reviewed the situation and determined that it is safe to proceed. The University will in no way retaliate against an employee for reporting and discontinuing a task that endangers the employee's health or safety.

## **Section 3. Health and Safety Subcommittee**

In furtherance of maintaining safe and healthy working conditions in the workplace, the University agrees to allow a University bargaining unit representative to sit on the existing Health and Safety Subcommittee of the Risk Management Committee. The presence of the representative on the Health and Safety Subcommittee shall not preclude any employee from raising complaints or grievances regarding unsafe and dangerous working conditions under established USM policies and University procedures. The committee shall not serve as a substitute for employee rights to file formal complaints with any state or federal agencies.

## **Section 4. Paid Work Time**

The University bargaining unit representative of the Health and Safety Subcommittee will be allowed paid work time while performing duties associated with the responsibilities of the Subcommittee.

## **Section 5. Medical Treatment and Physical Exams**

The University agrees to provide any physical examinations and other necessary medical treatment as determined by a University medical provider, when an employee reports to a supervisor that he/she has had a work-related illness or injury. There is no charge to the work related ill or injured employee for the initial medical treatment or for any Injured Workers Insurance Fund authorized follow-up treatment for a compensable injury. Employees with

substantial animal contact shall be administered a yearly health assessment and, if appropriate, a physical examination at no cost to the employee.

### **Section 6. Cardiopulmonary Resuscitation (CPR) Training**

Cardiopulmonary Resuscitation (CPR) Training as a general element of the first aid program and first aid supplies shall be readily available at the University's expense to employees who perform work on or associated with exposed electrical lines or equipment energized at 50 volts or more. Employees who are permanently assigned to a work location that is not accessible to the University Student and Employee Health office, the UMMS Emergency Room or another infirmary, clinic or medical facility for the treatment of an injury shall also be provided CPR Training and readily available first aid supplies at the work location. CPR training shall be provided during regular employee work hours.

The University shall assign an Automated External Defibrillator (AED) Facility Coordinator in each building where a defibrillator is located. The AED Coordinator shall be made known to all employees at each location and will be responsible for disseminating information pertaining to the use of defibrillators and the locations where this equipment is maintained in the building.

### **Section 7. Bloodborne Pathogens and Disease Transmission**

The University is responsible to identify the job classifications of employees who have occupational exposure to bloodborne pathogens or diseases that are transmitted through airborne, droplet, or contact transmission; to ensure that these employees receive training in standard precautions and transmission-based precautions; and to require the use of appropriate precautions by these employees. The University shall make available training for these employees concerning biohazards and shall educate its employees on aspects of Human Immunodeficiency Virus (HIV) infection, Acquired Immune Deficiency Syndrome (AIDS), Hepatitis B Virus (HBV) and Hepatitis C Virus (HCV) infection appropriate to expected educational and job-related behaviors. A list of job classifications of employees who have occupational exposure to bloodborne pathogens or diseases that are transmitted through airborne, droplet, or contact transmission shall be provided to the Union upon request within ninety (90) days of the ratification of this MOU and every year thereafter.

### **Section 8. Hepatitis B Vaccine**

Employees who have occupational exposure with blood and other potentially infectious materials shall be offered Hepatitis B Vaccination at the University's expense. Employees who decline the vaccination must sign a Hepatitis B Vaccine Declination Statement. Schools and departments may establish guidelines based on assessed risks of occupational exposure requiring as a condition of employment that employees have the Hepatitis B Vaccine.

## **Section 9. Indoor Air Quality**

The University shall investigate employee reported indoor air quality problems. The employee shall report such problems to the supervisor. The supervisor shall take measures and use appropriate campus resources, within twenty-four (24) hours from receiving the employee's report to evaluate such work area(s) and, as a result, determine the proper course of action.

Action, if necessary, to address the problem shall be taken by the University within forty-eight (48) hours of notification by the supervisor.

When air quality tests conducted in accordance with acceptable industrial hygiene practices reveal that the air quality is above Maryland Occupational Safety and Health (MOSH) exposure limits, and corrective actions are not immediately possible, the affected employee(s) shall be temporarily relocated or be placed on administrative leave with pay until the University can relocate the employee(s). The employee(s) shall resume their normal work assignments in their normal work location after the University implements engineering controls, work practices, and/or provides personal protective equipment necessary to reduce exposure levels below MOSH limits.

## **Section 10. Asbestos**

All employees who work in positions whose job activities require them to break, cut into, tear out or otherwise disturb asbestos containing materials or who work in areas with the potential for asbestos exposure because of work related activities or location shall attend asbestos training from, or approved by, the Maryland Department of the Environment. These employees will be equipped with appropriate respiratory protection equipment and protective clothing if there is the possibility of ingesting or inhaling asbestos or contamination of skin or clothing with asbestos. If an employee discovers an asbestos hazard, the employee shall immediately report the location of the asbestos hazard to the supervisor. Affected employees shall be immediately notified of the existence and location of the hazard and the University shall take precautionary measures to protect the employees from exposure. The University shall conduct periodic inspections to detect the presence and condition of asbestos. The University shall make available a copy of the annual report for review in an identified University office.

## **Section 11. Asbestos Removal**

Employees who are required to change into personal protective equipment to perform work under the current asbestos program shall receive a salary differential equal to 50% of their current salary for all time spent performing such duties. Payment of this differential shall be on an hour-by-hour basis and shall include time the employees spent changing into and removing program specified personal protective equipment.

## **Section 12. Reproductive Hazard**

Any pregnant employee assigned to work in an environment that may be harmful to the pregnancy or to the fetus may request reassignment to alternative work, at equal pay, within her department.

The supervisor shall assess the request and the situation, utilizing appropriate campus resources, to determine the level of risk and, if appropriate, shall take proper action regarding the safety of the employee including, but not limited to, an alternative assignment, provision of appropriate personal protective clothing/equipment or immediate placement on sick and/or other appropriate paid leave.

## **Section 13. Inspection by Governmental Agencies**

An employee representative chosen by the Union shall be afforded the right to accompany a MOSHA (Maryland Occupational Safety and Health Administration) inspector conducting an investigation or inspection on the premises of the University. The University shall, upon request, provide a copy of the inspection or investigation report to the employee representative within two (2) business days after the report is received from the agency.

If the University deems any part of the report confidential, it shall provide a written explanation, including citations of applicable law, if any, to the employee representative. A copy of such explanation shall also be sent to AFSCME. If AFSCME, in its capacity of exclusive representative, disagrees with the University's designation of certain information as confidential, it may initiate grievance procedures and seek relief through any other available avenue.

## **Section 14. Investigative Reports**

The University bargaining unit representative of the Health and Safety Subcommittee shall, upon request, receive copies of any investigative or inspection report processed or received by the Subcommittee in regards to a specific incident or complaint in accordance with applicable guidelines dealing with confidentiality and privacy of materials.

If the University deems any part of the report confidential, it shall provide a written explanation, including citations of applicable law, if any, to the employee representative. A copy of such explanation shall also be sent to the AFSCME. If AFSCME, in its capacity of exclusive representative, disagrees with the University's designation of certain information as confidential, it may initiate grievance procedures or seek relief through any other available avenue.

## **ARTICLE 16. MISCELLANEOUS**

### **Section 1. Labor Management Committee: Composition of the Committee**

The University and AFSCME shall appoint up to six (6) members each to the Labor Management Committee, exclusive of subject matter experts. The Committee shall meet once a month during the first six (6) months, and every other month thereafter, if necessary. The committee shall be chaired alternately by both parties.

### **Section 2. Labor Management Committee: Purpose of the Committee**

The University and AFSCME agree to create a Labor Management Committee for the purpose of identifying issues of concern to either party and to jointly identify 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 Memorandum of Understanding (MOU). However, the Committee shall not serve as a substitute for formal negotiations when such is required.

### **Section 3. Personnel File**

I. Official Personnel File: There shall be only one (1) official personnel file per employee and said file shall be kept in Human Resource Services. It is understood that supervisors may maintain notes and other information pertaining to an employee's employment with the University. These notes and other information may include, but are not limited to, such items as department maintained time, attendance, and performance records. These items may be admissible as supporting documentation for disciplinary actions. However, only disciplinary actions placed in the official personnel file maintained in Human Resource Services may be used for the purpose of disciplinary procedures.

II. Access: Access to an employee's official personnel file shall be limited only to the employee or University management individuals with a legitimate business reason for such access. Only an employee and his/her representative upon request and written release from the employee, except for extenuating or unusual circumstances, shall have access to an employee's official personnel file. Any other persons shall not have access to employees' personnel files unless previously approved in writing by the employee.

III. Review of Employee's Official Personnel File: Any employee in the bargaining unit shall have access to review his/her official personnel file by providing twenty-four (24) hours advance notice to Human Resource Services. Such review shall take place during regular business hours. Human Resource Services shall make available to the employee and/or the employee's representative reasonable use of a copying machine for less than ten (10) pages of copy. For copies in excess of ten (10) pages, the

employee and/or the employee's representative will incur reasonable costs. Cost for any copies shall be waived when copies are needed pursuant to a disciplinary action against the employee.

IV. Adverse Material Notification: Prior to placing any adverse materials in the employee's official personnel file, the employee shall be given the opportunity to review and acknowledge receipt of such materials by signing and dating such materials before its placement in the official personnel file. Signature of the employee is not an admission of guilt and does not constitute agreement by the employee with the contents of such materials. Should the employee refuse to sign any adverse material, another supervisor, a member of Human Resource Services, or employee's representative will witness and document, by noting on the materials in question, the employee's refusal to sign. The materials may then be placed in the employee's official personnel file.

An employee who disagrees with the contents of any adverse material shall have the right to write a rebuttal and ask that it be attached to the adverse material and/or pursue an appeal through the grievance and appeal procedures. Adverse materials placed in the employee's official personnel file without the knowledge of the employee shall not be admissible in any disciplinary procedures against the employee. Employees have the right to submit a rebuttal at any time following receipt of adverse materials.

V. Consideration of Records: The employer shall not consider suspensions prior to four (4) years from the date of the current incident, or letters of reprimand, warning, or recommendations for counseling prior to two (2) years from the date of the current incident when determining appropriate disciplinary action. At the employee's request, all files dealing with prior disciplinary action that are two (2) or more years old shall be removed from the employee's official personnel file.

#### **Section 4. New Non-Exempt Job Classifications**

In the event that the University recommends the creation of a new regular non-exempt job classification that is approved by the USM, it will notify the Union at least sixty (60) days, if operationally practical, prior to posting the new job classification. Such notification shall include the job classification and assigned salary. This article shall not affect existing job classifications or the University's decision to determine or alter the number of employees in a job classification. If the University determines that a new non-exempt job classification will not be included in the bargaining unit, the University shall inform the Union, in writing, as to the reasons for exclusion of the job classification from the bargaining unit. At the request of the Union, a meeting shall take place to clarify and resolve any issues in dispute concerning the appropriate placement of the job classification. If no agreement is possible, the matter may be submitted by either party to the State Higher Education Labor Relations Board (SHELRB) for adjudication. The Board shall render a decision on the bargaining unit status of the job. Either

party may appeal the Board's decision, as provided in the SHELRB Regulations, COMAR 14.30.01-11, for judicial review in accordance with State Government Article, Title 10, Subtitle 2, Annotated Code of Maryland.

### **Section 5. Attendance to Job Interviews**

Employees with supervisory approval may be allowed paid release time to attend job interviews for a University position within the University of Maryland, Baltimore.

### **Section 6. Attendance to Job Related Trainings**

With supervisory approval, employees shall be allowed paid release time to attend job related trainings. Approval under this section shall not be unreasonably denied.

### **Section 7. Release Time for Blood Donation and Flu Shots**

Employees with supervisory approval will be allowed paid release time to donate blood during University-sponsored blood drives.

The University promotes the use of vaccination against the common sickness/illness known as influenza ("flu"). Employees who wish to take advantage of flu vaccination services offered by a branch of the University or by any entity offering vaccination to employees on campus shall be allowed up to one hour, without loss of compensation, to obtain the vaccination. Employees taking advantage of an offered vaccination shall request approval to do so from the immediate supervisor prior to leaving a job assignment.

### **Section 8. Participation In Campus Sponsored Committees**

Operations permitting and with supervisor approval, University appointed employees may be allowed paid work time to participate in campus sponsored committees. Campus sponsored committees include but are not limited to:

- American Red Cross Blood Drive Committee
- Community Outreach Committee
- Maryland Charities Committee
- Planning Committee for Black History Month
- Planning Committee for MLK Awards Ceremony and Celebration
- Planning Committee for Women's History Month
- Public Safety Awareness Committee

### **Section 9. Health and Fitness**

Good health and fitness of its employees is in the best interest of the University. Additionally, good health and fitness reduces absenteeism and prevents over utilization of employee medical plans. Therefore, the University will provide bargaining unit members the opportunity to utilize fitness facilities

at a reduced cost to the employee. The University will also offer, from time to time, special rates and promotions for bargaining unit employees.

Employees may use fitness facilities at times other than their regular working hours and when off duty. Users will be required to observe the rules and protocols required of any other users of the facilities.

### **Section 10. Contracting Out**

The University shall have the right to contract out work performed by bargaining unit employees in accordance with Sections 13-401 through 13-405 of the State Personnel and Pensions Article, Annotated Code of Maryland. In the exercise of contracting out, the University shall apply all plan of assistance provisions of the statute. Prior to contracting out work, the University will provide at least sixty (60) days' notice to AFSCME. Negotiations on the effects of contracting out on bargaining unit employees will take place at the request of the Union.

### **Section 11. Transportation Program**

The University will contribute \$24.00 per month towards the purchase of the Maryland Transit Administration (MTA) Commuter Pass. The University shall increase its contribution to \$26.00 per month on the first anniversary of this MOU, and to \$28.00 per month on the second anniversary of this MOU. The balance of the cost of the MTA commuter pass will be deducted from the employee's paycheck on a pre-tax basis.

The University shall have the right to manage and set rules for its parking facilities. Parking rates affecting bargaining unit employees are subject to negotiations between AFSCME and the University. In the event the University decides to increase parking rates for employees during the course of this MOU, the University will notify AFSCME sixty (60) days prior to the implementation of the increase. If the increase in the first year of this MOU is more than \$1.00 per payroll period for that year, the University shall bargain with AFSCME over the increase prior to the implementation date. If the increase in the second and third years of this MOU is more than \$1.50 per payroll period for that year, the University shall bargain with AFSCME over the increase prior to the implementation date.

## **ARTICLE 17. LAYOFF AND RECALL**

### **Section 1. Layoff Notice**

Period of Notice

The Department Head or Chairperson shall notify Human Resource Services in writing of the number of positions to be abolished, discontinued, or vacated,

together with the reasons for them, and the list of names of employees to be laid off. The Chief Executive Officer or Designee shall review the written notice and certify that the order of layoff is appropriate. The Department Head or Chairperson shall notify employees who are to be laid off at least ninety

(90) calendar days before the effective date of the layoff. Notices of layoff shall be done in writing. The University shall notify the Union in writing that a layoff will occur approximately one (1) week prior to issuing a notice of layoff to the affected non-exempt employee(s). The Union and the employee(s) shall be notified of the layoff simultaneously. Such notice to the Union shall include a copy of the layoff letter to the employee(s), a copy of the request for layoff form signed by the Department Head or Chairperson stating the reason for the layoff, and the certification from the Vice President for Administration and Finance. At the request of the Union, a meeting between the Union and the University shall take place within thirty (30) days from the date of notification of layoffs.

## **Section 2. Order of Layoff**

### Sequence of Layoff

Employees in the following employment statuses, which are located in the same organizational unit and in the same position title, shall be released prior to notifying any regular non-exempt employees in the following order:

- a. Contingent Category I Status (If and When Needed and Temporary)
- b. Contingent Category II Status
- c. Regular non-exempt employees serving original probation
- d. Regular non-exempt employees

### Sequence of Layoff for Regular Status Employees

- a. The Department Head or Chairperson shall lay off employees who are serving an original probationary period, and who are in the classification in which the layoff is to occur.
- b. The Department Head or Chairperson next shall lay off regular 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**

### a. Seniority Points

- 1) Formula for establishing seniority points
  - a) One (1) point shall be given for each complete month of credited service for the following:

- (i) University System (and/or predecessor organizations) and State service [including service as medical system University personnel as defined in the Education Article, Section 13-1B-01(r)]
    - (ii) Service with the department where the layoff is to occur; and
    - (iii) 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.
- 2) The combined totals of all points shall determine the order of layoff. If two (2) or more employees in the same classification have the same number of seniority points, they shall take their standing in the order of layoff based upon the following criteria:
- a) The Department Head or Chairperson first shall compute each employee's total length of employment in combined State and University System service.
  - b) The employee who has the shortest service shall be laid off first.
  - c) If two (2) or more employees have the same standing after the application the institution Chief Executive Officer or designated representative will determine the employee(s) to be retained based upon documented performance evaluation on record.
- 3) Two (2) separate reviews of point calculation will be conducted by Human Resource Services to verify accuracy.

#### **Section 4. Displacement**

##### Displacement

An election to exercise displacement rights must be made by the affected employee giving written notice to Human Resource Services within fifteen (15) days of the notice to the employee of the layoff.

- a. An employee in a position which is to be abolished, discontinued, or vacated shall be allowed to displace the employee with the least seniority in the same job classification. If such displacement is not available, the employee shall be allowed to displace in the following order:
  - 1) Progressively to each lower level classification in the same job series, then
  - 2) In any other job classification in which the employee held satisfactory regular status.

- b. The displacement, as applied in a. above, shall be limited to the organizational unit in which the employee is currently employed.
- c. An employee who elects not to displace another employee shall be laid off.

### **Section 5. Priority Recall Rights**

Employees who are laid off under the provisions of this Section shall be eligible for priority consideration for re-employment for a period of two (2) years from the effective date of the layoff, or until the employee refuses a re-employment offer under the provisions of this Section. In order to be considered for re-employment, the employee must notify University Human Resource Services in writing and file an Application of Employment within fifteen (15) days of the effective date of the layoff.

The employee's name will be placed on a list of laid-off University employees eligible for priority consideration for re-employment ("Re- Employment List"). Employees on the Re- Employment List shall receive priority consideration for any open non-exempt job classification in which they have held satisfactory regular status (or any lower-rated position in those job series, if any) at the University, as described below. Once an employee accepts another position with the University at the same or higher pay range or upon expiration of a period of two years from the effective date of the layoff (whichever occurs first), the employee's name shall be removed from the Re-Employment List.

(a) In the event of a vacancy in the same position in the same department held at the time of the layoff (or any lower-rated position in the job series), or in any other job classification in which the employee held satisfactory regular status in the department from which the employee was laid off during the 90-day layoff notification period or the two (2) year period following the effective date of the layoff, the employee with the greatest number of total points at the time of the layoff will be offered the position. Appendix B provides a list of Departments for Layoff purposes.

(b) In the event of a vacancy in another department during the 90-day notification period or the two (2) year period following the effective date of the layoff, employees on the Re-Employment List will be given priority consideration over candidates from outside the University and other University staff. If it is determined that more than one employee has priority recall rights, all of the employees will be referred and the employing unit will interview and may select any one of the employees from this list. If the hiring department rejects an employee on the Re-Employment List, the written concurrence of the Director, University Human Resource Services must be obtained before considering individuals from outside of the Re- Employment List.

## Duration of Priority of Recall Rights

Priority recall shall be in effect for two (2) years from the effective date of the layoff, and shall expire at the end of that two year period, at the time the employee is placed in a position, or when the employee refuses to accept a position for which a priority recall is indicated, whichever occurs first. After the two (2) year period of layoff, the employee may continue to seek employment with UM, and, if placed within three years of the original date of the layoff, will be reinstated with all applicable service, leave and salary considerations that are provided under MOU and UMB policy. It is the responsibility of the employee affected by a layoff to notify UMB Human Resources Services of any changes to their contact information during the priority recall period.

### **Section 6. Terms of Separation**

Employees are given ninety (90) days' notice of layoff and are expected to continue to work and receive salary with ongoing eligibility for the benefits in which they are currently enrolled. The ninety (90) day notice period is not paid in a lump sum. Employees may, but are not required, to take leave during the notice period. University career assistance is available upon request during the ninety (90) day notice period.

### **Section 7. Earned Wages and Accrued Leave**

Employees are paid on a bi-weekly basis. Unused earned holiday and annual leave is paid out at the end of the ninety (90) day notice period.

### **Section 8. Administrative Leave**

Employees may continue to work at the supervisor's discretion on an appropriate assignment determined by the school or department during the ninety (90) day period. Administrative leave may be available with the approval of the Chief Executive Officer.

### **Section 9. Tuition Remission**

Tuition remission benefits will continue if the request for the upcoming semester has been processed and forwarded to the campus to be attended prior to the employee's separation.

## **ARTICLE 18. SPECIAL SECTION ON SECURITY OFFICERS**

### **Section 1. Holidays**

Officers shall be allowed to request holidays in accordance with Article 9, Section 1, of this MOU.

## **Section 2. Use of Leave**

Requests for use of personal leave, sick leave, or any other type of leave to which the employee is entitled shall be granted in accordance with Article 8 of this MOU.

## **Section 3. Approval of Leave Requests**

All requests for scheduled leave shall be submitted by security officers to the appropriate supervisor at least forty eight (48) hours prior to the date(s) of the leave. The Department of Public Safety shall provide a response to the employee within twenty-four (24) hours, or seventy-two (72) hours if the request is received on Friday or Saturday, from the time the request is received.

Leave requests shall not be unreasonably denied. Requests for leave that are denied or approved shall be returned to the employee including explanation for denial.

## **Section 4. Recording of Absences**

The officer on duty, sergeant or dispatcher who receives a phone call from a security officer indicating that he/she will not come in for work shall record the request in writing. Security officers who request in writing will be provided with a copy of the leave request record. The record shall indicate the name of the security officer making the request and the time of the call.

## **Section 5. Administrative Leave During School Shut Down**

Security officers are considered essential employees. Security officers who are not required to report for duty shall receive administrative leave with pay in cases where severe weather conditions caused the University to close. For security officers who are required to report for duty during severe weather conditions but unable to report, the supervisor may consider the circumstances on a case by case basis and approve or deny payment for the absence. When the employee is denied payment, he/she may pursue an appeal through the grievance procedure under this MOU.

## **Section 6. Accommodations During Severe Weather Conditions**

At the discretion of the University, accommodations during severe weather conditions may be provided. Such accommodations shall be provided to security officers in the same manner as the accommodations provided to police officers of the Department of Public Safety.

## **Section 7. Uniforms**

Security Officers will be provided uniforms. The allotment of uniforms shall consist of five (5) long sleeve shirts, five (5) short sleeve shirts, five (5) pairs of pants and one (1) hat.

The officers shall be provided one (1) winter coat, one (1) summer jacket, one (1) raincoat, one (1) wool sweater, and two (2) neckties.

Replacement of uniforms shall be in accordance with Article 14, Section 2, of this MOU.

### **Section 8. Radios for Security Officers**

The University shall provide communication equipment to all security officers at all times security officers are expected to be on duty. Radios provided by the University to security officers must be in good working condition, and be able to receive incoming communication as well as transmit outgoing communication. Radios that are not operable will be replaced by the Public Safety Department of the University upon receiving notification by a security officer that a particular radio does not work.

Within 90 days after the effective date of this MOU, AFSCME-MD will provide to the Department of Public Safety a list of the particular areas of University buildings and facilities where radios will not function. Within 30 days after receipt of the list, the Department of Public Safety will assess the operability of radios in those areas. Any subsequent identification of such areas by AFSCME-MD will be assessed by the Department of Public Safety on a case-by-case basis.

A security officer shall not be assigned to patrol alone in any particular areas of a building or facility of the University identified by AFSCME-MD to and verified by the Department of Public Safety where a radio will not function.

## **ARTICLE 19. SPECIAL SECTION ON FACILITIES MANAGEMENT**

### **Section 1. Facilities Management Snow Crew**

A snow crew shall be established for the purpose of keeping the campus safe and operational during snow and/or ice storms. The snow crew shall be selected each year for a calendar period as determined by management.

At least two (2) weeks prior to the beginning of the calendar period determined by management, the appropriate manager from Facilities Management shall ask for volunteers to join the snow crew. The crew shall normally consist of two (2) teams of approximately ten (10) employees, one (1) team leader, and one (1) maintenance staff member. Additionally, one (1) supply staff member shall be selected. Volunteers shall be selected based on seniority and qualifications to perform the required duties. When an employee is not selected to be part of the snow crew based on qualifications, he/she shall receive written notification. Such notification shall be specific as to the reasons and special skills the employee did not possess in order to perform snow crew removal duties.

The two (2) teams will normally alternate weeks of on-call assignment. The team leaders and the maintenance staff members will be scheduled to work only on the same days their respective team is scheduled to work. Compensation for employees on the snow crew shall be at the regular rate of pay plus an on-call stipend, at the appropriate rate, currently \$1/hour, for each period of on call assignment. Overtime work shall be compensated at the appropriate overtime rate and shall be distributed in accordance with the criteria established in Article 3, Section 10 of the MOU.

The University shall provide each snow crew member with all the equipment and safety clothing necessary to perform their jobs.

## **Section 2. Call Back**

Employees called back shall be credited with a minimum of four hours additional work time even if the time spent on duty is less than four hours. This circumstance does not apply to the employee who may be working overtime as a continuation of the employee's normal hourly schedule.

## **ARTICLE 20 - TELEWORK**

### **Section 1. DEFINITIONS**

- A. Telework: work at a location approved by UMB, other than the employee's customary worksite at the UMB campus or another workplace provided by UMB.
- B. Eligible Employee: any bargaining unit employee (full time or part time) who holds a position which includes duties that have been determined by the employee's supervisor to be suitable for Telework.
- C. Teleworker: an employee who is regularly scheduled, for one or two day(s) per workweek, to Telework.
- D. Offsite workplace: The employee's residence or other offsite work location approved for Telework by the supervisor.
- E. Episodic Telework Event: a nonrecurring situation ordinarily of no more than 2 pay periods in duration in which an employee may Telework due to extraordinary personal or work circumstances that will benefit the operations of the employee's organization. Examples are:
  - (1) an employee's medical condition precludes the employee from traveling to the workplace but does not hamper the employee's ability to perform eligible work from an offsite location.

(2) An intense or demanding critical work assignment can best be performed from an offsite location where the distractions of a normal office environment will not reduce the employee's effectiveness.

## **Section 2. EMPLOYEE PARTICIPATION**

Telework is a work location arrangement available to bargaining unit employees whose position duties have been determined by the University to be suitable for Teleworking. Telework is of mutual benefit to the employee and to the organization. The primary determinant in considering Telework is an evaluation of the duties of the employee's position. To participate, an employee must initiate a request to Telework. A supervisor must have a sound and documented operational reason and basis for approving or disapproving an employee's Telework proposal.

### **A. Criteria**

The following criteria shall be utilized in the supervisor's evaluation of a request for Telework:

1. The position or duties to be performed in the offsite location must be suitable for Telework as determined by the supervisor. For Telework to be approved, a position must include primarily tasks that can be performed away from the workplace without requiring significant off-site use of UMB equipment or supplies, and without compromising confidentiality of UMB information, as applicable. Such tasks may include, but are not limited to: data analysis, reviewing grants/contracts, writing decisions/reports, setting up conferences, data entry, word processing, or telephone-intensive tasks.
2. The employee must have a performance rating of at least "meets standards" in all categories of the employee's performance to date in the current performance rating cycle.
3. The employee must have demonstrated the ability to perform work accurately and efficiently without the need for close supervision.
4. If extensive public contact or interaction with co-workers is required, the employee must include in the request to the supervisor, how the employee can meet the requirements for necessary face-to-face contact, meetings, or other types of contact required by the job.
5. The employee must be computer literate, have an available and suitable designated work space at the offsite location, and have access to the computer and telecommunications equipment necessary for the completion of tasks. Costs incurred by an employee to arrange a Telework site and to Telework are the employee's expenses and will not be reimbursed (e.g., telephone service; internet service at home; home office furniture, equipment, and standard software). When requesting Telework,

an employee must be willing to use his or her equipment and access to the internet for Teleworking, and assume liability for the loss, damage, or wear and tear of his or her own equipment. UMB may reimburse the Employee for other expenses authorized by the Employee's supervisor and incurred while conducting business for UMB (e.g., long distance fees not covered by the employee's basic phone service plan, etc.)

6. When Telework is approved for an employee whose alternate work site does not include some or all of the basic equipment necessary for the Teleworker to perform the agreed upon duties, the University may provide some or all of the needed equipment or supplies. When necessary, UMB-owned software may be installed on an employee-owned computer subject to license agreements, and, if no longer deemed necessary by the supervisor to the employee's work assignment, must be removed upon termination of the Telework arrangement. In the event of the failure or malfunction of UMB-owned equipment, the Employee will immediately notify UMB in order to arrange for timely repair or replacement of such equipment. The Employee will take reasonable precautions, including, but not limited to, scanning all computer equipment and software for viruses prior to use, installation and/or transmission, to prevent the transmission of viruses, unauthorized software or code to any computer owned by UMB or UMB's Network facilities. University policy governing Anti-Virus scanning and software is found on the CITS website under "Campus IT Policies." The Employee agrees to follow all computing and data security policies and guidelines established by UMB.
  7. The work required by the position must be measurable quantitatively, and the quantity and quality of work performed during Telework days should be measured in comparison to the work done in the office before and during periods of approved Telework. For project- oriented tasks, quantitative measurement may be replaced with: comparison of results to the established objective(s) of the tasks; adherence to a deadline or due date; and progress or status reports/meetings, and other subjective measures.
  8. A need to have access to confidential hard copy data or physical files, or files stored external to the UMB network, may preclude an employee from eligibility for Telework.
  9. With the exception of the work location and the requirements of Telework, the terms and conditions of employment of employees, including but not limited to, salary, fringe benefits, parking programs and any other right and benefit afforded the employee will not change because of approved Telework.
- B. Proposed Telework Schedules

Unless otherwise mutually agreed, or required by the supervisor, the work schedule of the Teleworker will be the same as the employee's work schedule in the customary worksite, including meal breaks and rest periods. The term of the Telework schedule will ordinarily be no less than 1 year, and subject to annual renewals. During the approved Telework schedule, the employee must be available to be reached at the offsite location via telephone and email. Consistent with operational requirements, the employee may Telework on designated day(s) each workweek, or on different day(s) each workweek, as scheduled by the supervisor to insure continuity of office/unit operations. Unless an operational emergency requires a change in the employee's scheduled Telework day, a prior notice of 5 days will be provided to the employee to change to the employee's scheduled Telework day.

1. Any changes to the Telework schedule sought by the employee must be agreed to by employee's supervisor in advance, in writing. The Teleworker acknowledges his/her responsibility to maintain contact with the office during the time specified in the Telework schedule by both telephone and e-mail. Except when circumstances require an undistracted Telework environment, the Employee's office phone is to be forwarded to the Telework site for the period outlined in the Telework schedule.
2. When a new supervisory or reporting relationship occurs during the term of a Telework arrangement, the schedule should be examined by the new supervisor and careful consideration of employee concerns and organizational business requirements should be given to deciding whether the Telework arrangement should be continued at end of the term of the arrangement.

#### C. Telework Requirements

1. A Telework schedule cannot be established or continued by an employee if the employee would have child or dependent care responsibilities during a scheduled day of Telework. During a Telework day, an employee's attention should be devoted entirely to work. As in the customary workplace, only official UMB business may be conducted during the Telework schedule.
2. Attendance at the primary workplace for on-site meetings, conferences, training sessions and similar activities may be required on scheduled Telework days at the sole discretion of the supervisor. Transportation and parking costs for such attendance are the employee's responsibility.
3. As in the case of all approved leaves of absence in the standard workplace (see Article 8) advanced supervisory approval must be obtained for any annual or holiday leave to be taken during scheduled Telework days, or any overtime to be worked by the Teleworker after scheduled Telework hours/days. A Teleworker must notify the supervisor in advance of taking personal or sick leave during scheduled Telework hours. Failure to obtain

approval or to provide notification may be grounds for terminating the Telework arrangement.

4. Employees may be required to provide reports of activities performed or accomplished on Telework days when requested by the supervisor. A decline in the quantity or quality of work performance may result in termination of the Telework arrangement.
5. Before implementing a Telework schedule, employees are urged to take the online UMB eLearning course entitled, "Telecommuting Basics: Maximizing Productivity as a Remote Employee." This course is available on UMB Human Resource Services (HRS) eLearning website. Those who want to take the course must first register or already be registered in the UMB eLearning system.
6. Before evaluating or approving a Telework request, supervisors should take the same online course.

### **Section 3. ACKNOWLEDGEMENT OF TELEWORK POLICY REQUIREMENTS**

- A. An employee requesting Telework under this policy shall submit to his or her Supervisor a completed "Offsite Workplace Self-Certification Checklist" attached to this policy as Appendix D. The check list shall verify that the offsite worksite is suitable and functional for employee completion of assigned tasks. The employee will also submit a completed Telework Request and Certification Form acknowledging the employee's obligations and responsibilities under the Telework policy, the scheduled Telework day(s), the term of the arrangement, and a description of the employee's Telework duties and tasks, and hours of work, that shall be signed by the employee and his or her supervisor, and the Department Head or equivalent. A copy of the form is attached to this policy as Appendix C.
- B. A copy of the completed signed forms described in A. above, should be provided to HRS for inclusion in its filing system.
- C. Supervisors will review continuing Telework arrangements on at least an annual basis.
- D. Telework is subject to termination at any time at the discretion of either the supervisor or the employee. A party wishing to terminate Telework shall provide at least five (5) working days' notice to the other before terminating Telework. Supervisors may terminate Telework arrangements only for business reasons.
- E. Telework may also be terminated due to a reduced level of performance as compared to the employee's production prior to his or her approval of Telework. A decline in quantity or quality of work performance may result in termination of Telework.

NOTE: Employees approved for Episodic Telework Events (short term) will not be required to submit the Offsite Workplace Self-Certification Checklist or the Form containing the lists of tasks and hours of work. However, similar information may be requested by the supervisor in considering the request to approve Telework during an Episodic Telework Event.

#### **Section 4. TELEWORKER RESPONSIBILITIES**

- A. The Teleworker's duties, responsibilities, conditions of employment, salary and benefits are not affected by Telework. All work hours, overtime compensation (if applicable) and leave usage will continue to conform to the established UMB policies and procedures as well as to this MOU.
- B. UMB's policies, including but not limited to, its Code of Ethics and Conduct, disciplinary procedures, and drug and alcohol policies all remain in force and are not affected by the employee's status as a Teleworker. UMB may take appropriate disciplinary action against the Teleworker for failure to comply with this policy, or other policies, during approved Telework days. Per the procedures of Article 13, employees may grieve a cause of complaint arising from Telework assignments.
- C. The Teleworker will identify a workspace at the Teleworker's off-site location. The Teleworker acknowledges that the identified workspace is subject to UMB inspection during the Teleworker's normal work hours with at least 24 hours advance notice.
- D. Remote access to UMB confidential data or sensitive information must be used through CITS-approved campus secure connections and can only be transferred to secure hard drives, networks and/or mobile devices, etc. Teleworkers should consult CITS Enterprise policies for Remote Access, Acceptable Use, Anti-Virus, and IT Security.
- E. The Teleworker will not conduct any face-to-face work meetings at the off-site work location if that off-site work location is the employee's residence. This does not include participation in any/all meetings by telephone. Subject to the discretion of the supervisor, the employee may be required to participate in face-to-face meetings at the customary workplace on scheduled Telework days. Except when agreed to by the Supervisor and the Employee, employees are not entitled to substitute Telework time on other days as a result of being called in for meetings.

#### **Section 5. ATYPICAL TELEWORK SITUATIONS**

While this Article addresses typical in-state Telework situations of no more than two (2) days per workweek or 40% of an employee's scheduled work hours, in very rare instances, a regular Telework schedule exceeding two (2) days per workweek or 40% of hours may be significantly beneficial to UMB.

- A. In those instances, Telework requests must also be approved by the appropriate Dean or Vice President, and reviewed and approved by the Director, HRS. Additional documentation may be required before review and approval.
- B. If the employee's proposed off-site location is out-of-state and the regular Telework schedule exceeds two (2) days per workweek or 40% of work hours, UMB Risk Management must be consulted prior to an atypical Telework situation being signed, as there may be additional required reporting and/or costs.

**Section 6. OTHER REMOTE WORK LOCATIONS**

This Policy does not authorize off-site work arrangements for employees who do not live within reasonable commuting distance of the campus or another assigned UMB workplace.

## **APPENDICES**



UNIVERSITY SYSTEM OF MARYLAND  
DEPARTMENT LIST FOR LAYOFF AND REINSTATEMENT

UNIVERSITY OF MARYLAND, Baltimore (UMB)

- page 1 of 3 as proposed on: July 17, 2015

**ADMINISTRATIVE OFFICES (DEPARTMENTS/DIVISIONS)**

**Office of the President, UMB**

President's Office University Counsel  
Communications & Public Affairs  
Foundation Board Relations; Dev Resource Management; Dev Development

**Academic Affairs**

**OAA Campus Life Services**

URec Fit; Counseling Center; Student Services; Auxiliary Enterprises;  
Donaldson Brown; Campus Center; International services

OAA Student Financial Assistance and Education; OAA Office of the Registrar

**OAA University Accountability**

University Accountability; Inter-professional Programs; Research Compliance

OAA Graduate Admissions and Enrollment Services

OAA Office of the Vice President for OAA/Dean of the Graduate School

**OAA Health Science & Human Services Library**

Library Administration; National Libraries of Med; Computer & Tech Services;  
Research & Info Commons; Resources Management; Access Services

OAA Molecular and Cell Biology OAA Graduate Research Assistants

OAA Institutional Research and Planning

OAA Center for Health Workforce Development

**Center for Information Technology Services (CITS)**

CITS Operations

**Office of Research & Development**

ORD Office of the VP

ORD Sponsored Programs Administrations

ORD Financial Management ORD Information Management

ORD Technology Transfer

ORD Center for Clinical Trials

**Administration & Finance**

A&F Office of the VP

Maryland Global Initiatives; Institutional Research

**A&F Division of Budget & Finance**

Office of Division Budget & Finance; Budget & Financial Analysis; Financial  
Services; Financial Systems; Management Advisory Services; Sponsored Project  
Accounting & Compliance; Capital Budget & Planning

A&F Environmental Health & Safety

A&F Parking & Transportation Services

**A&F Facilities & Operations**

Operations & Maintenance; Design & Construction; Operations Service Center;  
FM IT Support Services; Office of Facilities & Operations

A&F Procurement Services

**A&F Post Office**

Central Receiving /Distribution

**School of Medicine**

SOM Anatomical Services/Anatomy Board

SOM Anatomy & Neurobiology

SOM Anesthesiology

SOM Biochemistry & Molecular Biology

SOM Dean's Office-Central

SOM Dermatology

SOM Diagnostic Radiology

SOM Epidemiology & Public Health SOM Family Medicine

SOM General Clinical Research Center (GCRC)

SOM Med Gerontology

SOM Human Genetics

SOM National Study Center

SOM MPRC-MD Psychiatric Research Center (MPRC)

SOM Maryland Statewide Health Network (MSHN)

SOM Medical Education Office

SOM Medical Research & Technology (DMRT)

SOM Medicine - Central

SOM Microbiology

SOM Neurology - Central

SOM Neuroscience Program

SOM Neurosurgery

SOM OBGYN and Reproductive Sciences

SOM Oncology Program

SOM Ophthalmology

SOM Orthopedics SOM Pathology

SOM Pediatrics - Central

SOM Pharmacology SOM Physical Therapy

SOM Physiology

SOM Psychiatry - Central

SOM Radiation Oncology

SOM Surgery - Central

SOM Program in Trauma/Shock Trauma

SOM Vaccine Development Center (CVD)

SOM Veterinary Resources

SOM Video Press

SOM Office of Animal Welfare

SOM Information Services  
SOM Office of Development  
SOM Policy & Planning - Central  
SOM Biopolymer/Genomics Core Facility  
SOM Bioinformatics Core Facility  
SOM Institute of Human Virology (IHV)  
SOM Emergency Medicine

**Dental School**

DS Basic Science  
DS General Administration  
DS Patient Care Support Services  
DS Clinical Science

**School of Law**

**School of Nursing (NS)**

NS Academic Affairs  
NS Administrative Services; UM SON at USG NS Center for Community Partnerships  
NS Family & Community Health; Nurse Education Administration Info & Health Policy; Child/Women/Family Health;  
NS Clinical & External Affairs NS Dean's Office  
NS Development, Alumni Relations  
NS Office of Research; Research & Scholarships; Pain & Trans Symptom Science NS Info & Learning Technology  
NS Partnerships Professional Education & Practice  
NS Student Affairs

**School of Pharmacy (PS):**

SOP Dean's Administration  
SOP Pharmaceutical Science Department  
SOP Pharmacy Practice & Science Department; PPS Academic Support; Maryland Poison Center; Translational Medicine  
SOP Pharmacy Health Service Research

**School of Social Work**

SSW Office of the Dean; Research & Development  
SSW General Instruction; Field Instruction; SWCOS; Continuing Education  
SSW Welfare & Child Support  
SSW Ruth H. Young Center for F&C  
SSW The Institute I & I

**University Operations**

UO HRS Office of the VP;  
UO University Operations; Government & Community Affairs  
UO HRS  
UO Public Safety

**TELEWORK REQUEST AND CERTIFICATION FORM**

Employee Name:

Job Classification and Department:

Telework Day(s) Requested:

Work Hours Requested (if different from hours in customary workplace):

Requested effective date:

Has the completed Offsite Workplace Check List been submitted?:

What are the specific tasks/duties to be performed by the employee when Teleworking?

Policy Acknowledgement and Teleworker Responsibilities:

I acknowledge that I have read Article 20 of the MOU on Telework as negotiated between AFSCME and the UMB and that I understand and will comply with the employee responsibilities therein described. I further acknowledge that non-compliance with the terms of the policy on Telework may cause the termination of my employee Telework benefits and may lead to disciplinary action.

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Employee Signature Date

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Employee Signature Date

---

Department Head Signature Date

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Dean/Vice President (if applicable) Date

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Executive Director, HRS (if applicable) Date

## APPENDIX D

### UMB Telework Program - Offsite Workplace Self- Certification Checklist

Name:	School/Office:
Offsite Work Address:	
Offsite Work Phone:	
Supervisor:	
<p>This checklist is designed to assess the overall safety of your remote workplace and to ensure that you have been properly prepared for Telework. Upon completion, you should sign and return this form to your supervisor.</p>	
<p>Describe the workspace in your remote workplace:</p>   	

#### ***A. Work Space Environment***

	Yes	No
1. Is the work space free of potential hazards that could cause physical harm (frayed wires, bare conductors, loose wires, exposed wires to the ceiling, frayed or torn carpeting seams, uneven floor surfaces)?	<input type="checkbox"/>	<input type="checkbox"/>
2. Are electrical outlets grounded (3 pronged)?	<input type="checkbox"/>	<input type="checkbox"/>
3. Are the rungs and legs, and wheels of the chairs sturdy?	<input type="checkbox"/>	<input type="checkbox"/>
4. Are the phone lines, electrical cords, and extension wires secured?	<input type="checkbox"/>	<input type="checkbox"/>
5. Is the office space neat, clean, and free of obstructions and combustibles?	<input type="checkbox"/>	<input type="checkbox"/>
6. Is there enough light for reading?	<input type="checkbox"/>	<input type="checkbox"/>
7. Is a fire extinguisher easily accessible from the office space?	<input type="checkbox"/>	<input type="checkbox"/>
8. Is there a working (test) smoke detector within hearing distance of the workspace?	<input type="checkbox"/>	<input type="checkbox"/>
9. Is the area free from distractions (e.g., children, noisy pets)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Is there telephone and internet service available at the workspace?	<input type="checkbox"/>	<input type="checkbox"/>

**B. Employee Orientation**

	Yes	No
1. Have you read MOU Article 20 - Telework?	<input type="checkbox"/>	<input type="checkbox"/>
2. Have you been provided with a copy of your signed Acknowledgement of Telework Arrangement?	<input type="checkbox"/>	<input type="checkbox"/>
3. Have you discussed your work schedule with your supervisor?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have you completed a Teleworker Work Plan?	<input type="checkbox"/>	<input type="checkbox"/>
5. If you have been issued UMB equipment, have you been briefed on its care?	<input type="checkbox"/>	<input type="checkbox"/>
6. Have you discussed your performance expectations with your supervisor?	<input type="checkbox"/>	<input type="checkbox"/>
7. Have you been provided with relevant telephone directories and electronic reports?	<input type="checkbox"/>	<input type="checkbox"/>
<p>I certify that all information contained in this check list is true and complete to the best of my knowledge. I authorize _____ to inspect the remote work location provided I am given 24 hours' notice of the inspection. I understand that any erroneous, misleading or fraudulent information is sufficient grounds for precluding me from Telework and may be grounds for disciplinary action.</p>		
<hr/>		
Teleworker	Date	
<hr/>		
Supervisor	Date	

**Resources:**

**Human Resource Services  
Employee/Labor Relations  
620 W. Lexington Street, Third Floor**

**410-706-7302**

**<http://www.hr.umaryland.edu>**