Memorandum of Understanding

Between

AFSCME Council 92/AFSCME Local 1356

and

Coppin State University

Exempt Bargaining Unit

July 1, 2010 to June 30, 2013

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Preamble

This Memorandum of Understanding (hereinafter "MOU") is made and entered into by and between Coppin State University (hereinafter the "University") and the American Federation of State County and Municipal Employees, AFL-CIO, Council 92, and Local 1356 (hereinafter referred to as "AFSCME" or "the Union"). It has as its purpose the promotion of harmonious relations between the University and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of pay, hours of work and other conditions of employment.

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

Article 1. Recognition

A. Exclusive Representation

The University recognizes AFSCME, Council 92, and its Local 1356 as the exclusive bargaining representative for all employees in the bargaining unit on all matters related to wages, hours and working conditions. This recognition is granted in accordance with the provisions of Section 3-402 *et seq*. of the State Personnel and Pensions Article of the *Annotated Code of Maryland*.

B. Definition of Bargaining Unit

For purposes of this MOU, the bargaining unit exclusively represented by the Union includes all full-time and part-time non-teaching exempt employees, including probationary employees but excluding contingent and contractual employees, employed by the University whose classifications are incorporated into the formal Certification issued by the Maryland State Higher Education Labor Relations Board on January 31, 2002.

C. Creation of New Positions or Classifications

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

D. Disputes over Existing Classifications

Disputes that may arise concerning questions over the appropriate inclusion or exclusion of specific jobs and/or classifications that presently exist as of the date of execution of this MOU shall be discussed between the Parties. Any disagreements

concerning the continuing inclusion or exclusion of existing classifications or positions in the bargaining unit shall be promptly submitted to the Maryland State Higher Education Labor Relations Board for unit clarification and disposition.

E. Contracting Out

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

Article 2. Management Rights

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

Article 3. Union Rights

A. Union Access to University Facilities

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

B. Union Business Conducted on University Premises

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

C. Union Meetings

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

D. Union Office on Campus

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

E. Union Bulletin Boards

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

1. Parlett Moore Library
   Main Floor - Inside the Library Staff offices on the west wall

2. Tawes Center
   First Floor - left wall in hall accessing the Executive Conference Room

3. Coppin Center
   Main Floor - across from faculty offices

4. Miles Connor Administration Building
   Second Floor - along the wall at the top of the steps

5. Physical Education Complex
   Location to be determined by mutual agreement after walkthrough

6. Health and Human Services Building
   Location to be determined by mutual agreement after walkthrough

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

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

F. Mail Service and Computer Access

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

G. Union Participation in New Employee Orientation

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

H. Shop Stewards

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

I. Union Leave

1. AFSCME may request that bargaining unit members be released from their normal duties for the purpose of participating in approved Union activities.

2. The total amount of Union leave granted at the University during a fiscal year may not exceed one day for every thirty (30) bargaining unit members as of July 1 of the current fiscal year, provided that a minimum of ten (10) days' Union leave will be granted by the University each fiscal year covered by this MOU. [The ten (10) days referred to here are for all three AFSCME bargaining units combined.] No employee outside of the bargaining unit will be counted in the leave calculation under this Article.

3. All requests for Union leave shall be submitted to the Director of Human Resources in writing by Council 92 fifteen (15) working days in advance of the day on which the leave is to begin and shall include:

a. A general description of the activity and its purpose;

b. The date and location of the activity;

c. The name(s) of the employee(s) for whom Union leave is being requested.

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

4. After verifying the validity of the request with a staff Union representative and the accuracy of the time being requested, the institution Director of Human Resources may approve Union leave if the employee's services can be spared without impairing the services of the department(s) involved and Union leave is available pursuant to Section I.2 of this Article. Approval of leave under this section shall not be unreasonably denied.

If the employee organization needs to substitute an employee or employees for those previously granted Union leave, or substitute new dates, such requests will be submitted as soon as possible to the institution Director of

Human Resources for approval. Such substitutions may be approved if the substitution will not impair the services of the unit. Approval of substitutions or dates shall not be unreasonably denied.

Article 4. Employee Rights - General

A. Access of Employees to Union Representatives

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

B. Non-Discrimination

The University and the Union agree that they shall not discriminate against any employee with respect to salaries, wages, hours or other conditions of employment on the basis of age, sex, marital status, race, color, creed, national origin, sexual orientation, political or religious affiliation or belief, mental or physical disability, or Union activities.

C. Non-Retaliation for Filing Grievances and Union Activities

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

D. Compliance with the Americans with Disabilities Act

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

E. Prevention of Sexual Harassment

The Parties understand and acknowledge that sexual harassment in the workplace is a serious matter, that it will not be tolerated by the University, and that all reasonable steps must be taken to ensure that sexual harassment is eradicated. To that effect, in order to ensure that no employee is subjected to sexual harassment in the workplace, the University reserves the right to reassign or transfer employees who are the subject of complaints alleging sexual harassment, as a possible consequence

of such complaints, if proven to the satisfaction of the University's Office of Human Resources (or any other designee of the President of the University as identified by the President), without regard for work assignment under this MOU. This available action on the part of the University is not intended, however, to prevent the University from taking other disciplinary action, up to and including discharge, in response to proven acts of sexual harassment in the workplace. Employees subject to disciplinary action under this policy shall have the right to initiate an appeal from disciplinary action at Step 2 of the Grievance Procedure (Article 27). If the issue is not settled at Step 2, the appeal/grievance may be submitted directly to the last step of the grievance procedure in Article 27.

Article 5. Employee Rights - Other

A. Access to the Gym and Physical Education Facilities

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

B. Campus-Sponsored Committees

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

C. Social Security Numbers

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

Article 6. Scope of Agreement

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

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

Article 7. Compensation - COLA and Merit Pay Adjustment

A. Fiscal Year 2011 (July 1, 2010 - June 30, 2011)

1. Merit Pay Adjustment for FY 2011.

No Merit Pay Adjustment will be provided to employees covered by this Memorandum of Understanding for FY2011.

2. Cost of Living Adjustment for FY 2011

No Cost of Living Adjustment will be provided to employees covered by this Memorandum of Understanding for FY2011.

B. Fiscal years 2012 (July 1, 2011 - June 30, 2012) and 2013 (July 1, 2012 – June 30, 2013)

Absent mutual agreement to defer the commencement of negotiations, the Parties will reopen negotiations under the Memorandum of Understanding beginning in the first week of September 2010 and 2011, respectively, for the sole purpose of seeking to reach agreement as to what COLA, if any, and what Merit Pay Adjustments, if any, and what funding conditions and requirements for both items shall be included in the USM budget request submitted to the Governor for fiscal years FY2012 and FY2013. All other terms and conditions of the MOU covering the period July 1, 2010-June 30, 2013, shall remain in full force and effect, except as otherwise provided herein.

Article 8. Compensation - Other

A. Acting Capacity and Temporary Assignment Pay

1. Acting capacity status is defined as the placement of an employee into a higher level position as a result of a temporary absence creating a vacancy in that position. An acting capacity assignment may be made for up to nine (9) months; one extension of up to six (6) additional months may be considered based on the operational need of the University. Acting capacity assignments are voluntary, except in emergency situations. The length of the acting capacity will not be considered in itself a determination of whether or not an emergency exists which would warrant the involuntary assignment of acting capacity.

2. A temporary assignment is used when adding or replacing job duties to an employee's existing position on a temporary basis. A temporary assignment of additional duties or removal of duties may or may not result in an increase in compensation or a change in title.

3. When an employee is appointed to or actually serving in an acting capacity for a period of more than thirty (30) calendar days, then the employee shall be eligible for a salary increase of not less than six percent (6%) retroactive to the first day of performing the higher duties. Upon conclusion of the acting appointment the employee's salary reverts to the employee's last regular salary rate in effect prior to the acting appointment, plus any adjustments for any intervening salary adjustments, other than acting capacity pay, that have occurred. The same shall be true for temporary assignments when such assignments qualify an employee for an increase in compensation.

4. A job class review may be conducted for all temporary or acting capacity assignments that last or are expected to last more than thirty (30) consecutive calendar days.

B. Pay following a Promotion, Demotion or Lateral Transfer

1. Upon competitive promotion or reclassification promotion, the salary for an employee will increase at least six percent (6%).

2. Upon demotional transfer or reclassification, the salary for an employee will be maintained, except that the salary may not exceed the maximum of the new salary range.

3. If an employee is moved to another position with a classification or title within the same salary range, the employee shall suffer no decrease in pay.

C. Lead Worker or Bilingual Duties

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

D. Shift Differential

1. When a department has more than one shift, employees who work on a shift that begins between 2 p.m. and 1 a.m. shall receive at least $1 per hour in addition to their hourly rate of pay for all hours compensated.

2. Employees who work four (4) hours or more into a qualifying shift shall receive the appropriate shift differential for all hours worked in the additional shift.

3. Employees who fail to work a qualifying shift, even though regularly assigned to it, by reason of leave without pay are not eligible to claim the shift differential for such shift. Payment of shift differential is authorized for employees who are permanently assigned to a qualifying shift while on approved leave with pay. Such payment of shift differential will cease, however, after ten (10) workdays of continuous paid leave for which there had been a shift differential payment.

E. Pay Following Reinstatement

USM Policy VII-9.60 Policy on Salary Upon Reinstatement (approved by the Board of Regents June 9, 1995) shall be followed.

F. Hazardous Duty Pay

Employees who are required to perform asbestos work shall receive a salary differential equal to 50% of their current salary for all time spent performing such duties. Employees must meet the qualifications of the University's Asbestos Program to perform said work. Payment of this differential shall be in 1/10 hour increments and shall include time the employee spent changing into and removing program-specified clothing and equipment.

Article 9. Hours of Work

A. Schedule Requirements

Employees covered under this MOU shall be assigned a reasonable work schedule. The work of employees in exempt positions is not measured solely by the hours worked. Employees in exempt positions are expected to work the hours necessary to complete assignments on a schedule that satisfies the requirements of the job. A full-time commitment is typically a minimum of eighty (80) hours per bi-weekly payroll period.

B. Timekeeping

Consistent with the Fair Labor Standards Act (FLSA), exempt employees will note on their time sheets "D" (duty day) to record workdays.

C. Breaks

Exempt employees shall be allowed to take work breaks and lunch breaks at their option, provided that such breaks do not interfere with the operational needs of the University.

D. Compensatory Time

Nothing in this MOU shall prevent or prohibit the continuation of existing departmental practices concerning compensatory time.

E. Notice of Shift or Schedule Changes

Employees shall be afforded reasonable advance notice of either a major shift or schedule change.

Article 10. Holidays

A. Recognized Holidays

1. All employees in the bargaining unit earn the following recognized holidays:

New Year's Day
Dr. Martin Luther King, Jr.'s Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day (even-numbered years only)
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day

2. In addition, employees receive three (3) University holidays, which shall be scheduled at the discretion of the University. The actual dates of observation for paid holidays and University holidays vary from year to year. The Office of Human Resources shall notify all employees in writing of the holiday schedule as far in advance as possible.

3. Employees covered by this MOU may also earn any other holiday that is granted to all other University employees during the term of this MOU.

B. Day of Observance

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

C. Use of Holidays

Employees are required to use holiday leave on the day the University observes the holiday unless other arrangements are made with the supervisor.

D. Holiday Termination Payment

Employees who leave their employment at the University for any reason are entitled to be paid for any unused holiday leave that has been earned and not used as of the date of separation. If a holiday is taken and the employee severs employment before the holiday is earned, the employee will pay back the holiday upon severance.

Article 11. Leave

A. Annual Leave

1. Annual Leave for employees covered by this MOU is governed by *USM Policy VII -7.01 Policy on Annual Leave for Regular Exempt Employees* (approved by the Board of Regents December 3, 1999) and is subject to all the terms and conditions set forth therein.

2. Full-time exempt employees earn twenty-two (22) days of Annual Leave per calendar year that shall accumulate on a bi-weekly basis from the beginning of employment. Beginning with the twenty-first (21st) year of USM and/or State of Maryland employment Annual Leave shall be earned at the rate of twenty-five (25) days per calendar year. Part-time exempt employees working fifty-percent (50%) or more shall earn Annual Leave on a pro-rated basis.

B. Sick Leave

1. Purpose and Applicability

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

2. General

a. Sick Leave is paid leave granted to employees in an effort to provide some protection against the loss of earnings due to absences for health reasons.

b. A full-time employee shall earn Sick Leave at the rate of fifteen (15) workdays per year. Employees who are appointed at least fifty percent (50%) time shall earn Sick Leave on a pro rata basis. Sick Leave is accumulated and carried forward from year to year without limit.

c. An employee may request that his/her illness, injury, or disability occurring during a period of annual or personal leave be charged to Sick Leave. Verification of such illness, injury, or disability may be required by the Office of Human Resources as provided in Section B.4. (Verification of Absences Charged to Sick Leave).

d. An employee may use on a continuous basis, subject to the terms and conditions of this MOU dealing with such leaves, earned leave (sick, annual and personal leave), advanced Sick Leave, extended Sick Leave, leave granted through the Leave Reserve Fund, or unpaid family medical leave, as needed for personal illness.

e. Earned Sick Leave is granted by the Department Head or designee (normally the immediate supervisor) pursuant to the terms and conditions of this Section B.2 when an employee is absent because of:

(1) Illness, injury, or disability of the employee.

(2) A pre-scheduled medical appointment, examination, or treatment for the employee with an accredited, licensed or certified medical provider listed in Section B.4.f. that cannot be scheduled during non-work hours. Employees will provide three (3) working days' advance notice if possible, but in no event less than one day's advance notice. Employees shall make every effort to schedule the appointment either at the beginning or the end of the scheduled workday in order to reduce time away from work. However, the University shall not unreasonably deny medical appointments when the time available overlaps with the employee's regular work hours.

(3) Illness or injury in the employee's immediate family and medical appointments, examinations or treatments for the immediate family member with an accredited, licensed or certified medical provider listed in Section B.4.f. that cannot be scheduled during non-work hours and are not taken pursuant to Section C. (Family and Medical Leave).

(a) Immediate family as used in this Section means a spouse, child, step-child, foster child, grandchild, mother, father, mother-in-law, father-in-law, brother, sister, grandparent, or legal dependent of the employee irrespective of residence. Use of Sick Leave may also be granted to care for any other relative who permanently resides in the employee's household for whom the employee has an obligation to provide care. The Office of Human Resources may require an employee to provide certification by a medical provider listed in Section B.4.f. to demonstrate this obligation or to authenticate the need for the employee to care for the ill family member. Certification from a medical provider does not need to include information about the specific illness or health condition of the family member or relative.

(b) Up to fifteen (l5) days of accrued Sick Leave shall be granted by the Office of Human Resources pursuant to the terms and conditions of Article 16 during any one (1) calendar year for medical care of a family member when the need for such care is not pursuant to Section C (Family and Medical Leave). When the need for such leave is pursuant to Family and Medical Leave, Sick Leave may be used to the extent it is accrued and available.

(4) Death of a relative

(a) For the death of a close relative, the Department Head or designee (normally the immediate supervisor) may grant the use of up to five (5) days of accrued leave. If the death of a close relative requires an employee to travel requiring staying away from home overnight, upon request the Department Head or designee (normally the immediate supervisor) may grant the use of up to a maximum of seven (7) days of accrued leave for this purpose.

(b) Close relative as used in this Section means a spouse, child, step-child, foster child, mother, father (or someone who took the place of a parent), mother-in-law, father-in-law, grandparent of the employee or spouse, grandchild, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, or other relative who permanently resided in the employee's household.

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

(5) Integration of Sick Leave and Family and Medical Leave

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

(6) Pregnancy, Childbirth and Adoption

Pregnancy, childbirth and adoption are considered “qualifying events” under the FMLA and as such are governed by “(5)” above. Advanced Sick Leave shall only be granted for the portion of leave during which the employee is incapacitated.

3. Directed Use of Sick Leave/Medical Examinations

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

b. While either in active work status or on any type of employee-related Sick Leave, an employee may be required to undergo a medical examination(s) and evaluation(s), and may be required to provide verification of fitness for duty, as directed by the Office of Human Resources to ascertain whether the employee is able to regularly and routinely perform the responsibilities of his/her position. Such determination will be made in writing by a certified medical provider as defined in Section B.4.f. with a copy provided to the Office of Human Resources and to the employee.

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

(2) If the examination(s) reveal(s) that an employee is unable to regularly and routinely perform the responsibilities of his/her position, action may be taken by the Office of Human Resources in accordance with policies on voluntary separation, termination, reasonable accommodation, modified duty or disability retirement, if applicable.

(3) In cases where there is a conflict between the evaluation, prognosis, diagnosis or recommendation of the employee's personal health care provider and the certified medical provider selected by the University, the President or designee may choose which health care provider's report to follow or may require subsequent medical examinations and evaluations in deciding what steps should be taken regarding the employee's Sick Leave status or continued employment. If subsequent medical examinations and evaluations are required, the employee’s medical provider and the University’s medical provider shall by agreement select the third medical provider who will render an opinion. In the event they are unable to reach agreement on a third medical provider, the third provider will be selected by the University. In selecting the third provider, the University shall not select a provider who has been under contract, or who at the present time is under contract with the

University. The decision of the President or designee regarding the employee's fitness for duty will take into account the medical opinions rendered. The decision of the President or designee is final. The expense of obtaining the third medical provider's opinion will be borne by the University.

4. Verification of Absences Charged to Sick Leave

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

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

The University may require an employee to provide an original certificate of illness or disability in cases where an absence is for five (5) or more consecutive workdays. The certificate required by this Section shall be signed by a certified medical provider as defined in Section B.4.f.

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

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

(1) Where an employee has a consistent pattern within a twelve (12) month period of maintaining a zero or near zero Sick Leave balance without documentation of the need for such relatively high utilization.

(2) Where an employee has unusual absence patterns such as Monday/Friday, or the day before and/or the day after a holiday.

(3) Where an employee has five (5) or more occurrences of undocumented Sick Leave usage within a twelve (12) month period.

(4) Where an employee has three (3) or more occurrences of undocumented Sick Leave usage of two (2) or more consecutive days in a twelve (12) month period.

d. Procedures for Certification Requirement

Prior to imposing a requirement on an employee for documentation of Sick Leave use, under Section c. above, the University shall orally counsel the employee that future undocumented absences may trigger a requirement for certification of future occurrences of Sick Leave. If the employee has another undocumented absence after such counseling, the University may, subject to the concurrence of the Office of Human Resources, then put the employee on written notice that he/she must certify all Sick Leave usage for the next six (6) months if the undocumented absence accumulated in accordance with Section B.4.c. At the conclusion of the six (6) months, the certification requirement will be rescinded provided the employee has complied with the certification requirement and is in compliance with this Section. If the employee has not complied with the certification requirement and is not in compliance with this Section, the requirement shall be extended for six (6) months from the date of the lack of compliance with the requirement. Although a requirement for certification is not a disciplinary action, an employee may grieve allegations of misapplications of this procedure. Failure of the employee to provide certification as described in this Section may subject the employee to disciplinary action.

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

(1) A written statement from the medical provider as listed in Section B.4.f. indicating that the employee is required to be absent from work due to illness;

(2) The duration of absence from work;

(3) Prognosis of employee's ability to return to work;

(4) Title and original signature of an accredited, licensed or certified medical provider; and

(5) Any other information necessary to verify that the employee's use of Sick Leave is in accordance with Section B. Such information does not need to include information about the specific illness or health condition of the employee.

f. Medical verification as outlined in Section B.4. may be obtained from an accredited Christian Sciences practitioner, or from the appropriate of any of the following licensed or certified medical providers:

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

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

a. An employee who sustains a temporary, recoverable illness, injury or serious disability may request advanced use of Sick Leave subject to the following four conditions:

The employee shall:

(1) have completed six (6) months of continuous USM service;

(2) have completed an original probation period, if applicable;

(3) have exhausted all other types of accrued leave; and

(4) has performed at a "meets standards" or better level of performance and has not been placed on a Sick Leave certification requirement as provided in Section B.4. or been disciplined for a Sick Leave related offense during the past twelve (12) months.

b. Advanced Sick Leave is not an entitlement. The granting of requests for advanced Sick Leave is at the discretion of the Office of Human Resources.

c. Advanced Sick Leave shall not be granted in instances where the illness, injury or disability occurred on the job, and the employee has been granted accident leave or temporary total disability benefits by the Workers' Compensation Commission.

d. Written requests for advanced Sick Leave shall be submitted to the Office of Human Resources and shall be supported by written verification by an accredited, licensed, or certified medical provider as outlined in Sections Section B.4.a. and f.

e. Sick Leave may be advanced at the rate of fifteen (15) working days per year of service to a maximum of sixty (60) working days in any one calendar year.

f. The use of advanced Sick Leave constitutes a debt for which payment shall be enforceable upon the employee's return to work or upon the employee's separation from employment, whichever is earlier. Upon return to work the minimum rate of payback for advanced Sick Leave shall be at one-half the rate that Sick Leave and annual leave is earned. An employee may elect to pay back advanced Sick Leave by applying any earned leave or by reimbursing the USM with cash.

g. Annual, sick and holiday leave earned, and personal leave credited while on advanced Sick Leave shall be applied as earned/credited.

h. Additional requests for advanced Sick Leave will not be granted until all previously granted advanced Sick Leave has been repaid. The only exception to this provision is in cases where the maximum amount of advanced Sick Leave had not been requested originally and additional advanced Sick Leave, consecutive to that already granted, is needed to cover the employee's continued absence arising from the original illness, injury or disability.

i. The Office of Human Resources may refer an employee who is on advanced Sick Leave as follows:

(1) The employee may be referred to a University-named certified medical provider paid for by the institution for periodic examinations to determine the nature and extent of the illness, the employee's progress toward recovery, the length of time necessary for recovery, and an estimated date of return to work.

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

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

a. An employee who sustains a temporary, recoverable illness, injury or serious disability may request extended Sick Leave, subject to the three following conditions:

The employee shall:

(1) have been in USM and/or State service for at least five (5) years;

(2) have exhausted all types of accrued leave and advanced Sick Leave; and

(3) has performed at a "meets standards" or better level of performance and has not been placed on a Sick Leave certification requirement as provided in Section B.4. or been disciplined for a Sick Leave related offense during the past twelve (12) months.

b. Extended Sick Leave is not an entitlement. The granting of requests for extended Sick Leave shall be at the discretion of the Office of Human Resources.

c. The maximum cumulative total of extended Sick Leave available to an employee in USM or State service is twelve (12) work months (52 work weeks).

d. Annual, sick and holiday leave earned, and personal leave credited while on extended Sick Leave shall be applied as earned/credited.

e. Written requests for extended leave shall be submitted to the Office of Human Resources and shall be supported by written verification by an accredited, licensed or certified medical provider as outlined in Section B.4.a. and f.

f. The Office of Human Resources may refer an employee who is on extended Sick Leave as follows:

(1) The employee may be referred to a University-named certified medical provider paid for by the institution for periodic examinations to determine the nature and extent of the illness, the employee's progress toward recovery, the length of time necessary for recovery, and an estimated date of return to work.

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

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

Family and Medical Leave for employees covered by this MOU is governed by *USM Policy VII-7.50 Policy on Family and Medical Leave* (approved by the Board of Regents August 27, 1993) and is subject to all terms and conditions set forth therein with the following modification:

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

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

1. To care for the employee's child after birth, or placement for adoption or foster care;

2. To care for the employee's spouse, son, daughter, or parent who has a serious health condition;

3. For a serious health condition of the employee, including pregnancy and recovery time, that renders an employee unable to perform his or her job; or

4. Any other reasons stated in *USM Policy VII-7.50* as of February 18, 2004.

To qualify for FMLA leave:

1. The employee must have worked for the University for at least twelve (12) months, and

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

In addition to *USM Policy VII-7.50*, Section B (Sick Leave) contains specific provisions dealing with Family and Medical Leave.

D. Leave Reserve Fund

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

> Section III C. should read as follows: "*used all available Sick Leave, advanced Sick Leave, extended Sick Leave, annual leave, personal leave, and compensatory leave; and"*

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

E. Personal Leave

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

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

The use of Personal Leave shall require prior notification to the employee's supervisor.

F. Jury Service Leave and Legal Actions Leave

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

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

G. Educational Leave and Professional Improvement Leave

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

H. Training and Professional Development

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

I. Administrative Leave

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

Administrative Leave may be granted when emergency conditions exist.

The University President may approve a request for Administrative Leave or may require an employee to take Administrative Leave for any purpose considered to be in the best interests of the institution.

J. Military Leave with Pay

Military Leave for bargaining unit members is governed by *USM Policy VII-7.23 Policy on Military Leave* (approved by the Board of Regents February 28, 1992; amended December 6, 2002; amended October 17, 2003) and is subject to all the terms and conditions set forth therein.

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

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

Military Leave for Call-Up to Active Duty during a national or international crisis or conflict for employees covered by this MOU is governed by *USM Policy VII-7.24 Policy on Call-Up to Active Military Duty during a National or International Crisis or Conflict for USM Exempt and Nonexempt Staff Employees on Regular Status* (approved by the Board of Regents October 5, 2001; amended December 6, 2002; amended October 17, 2003*)* and is subject to all the terms and conditions set forth therein.

L. Leave of Absence without Pay

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

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

M. Leave for Disaster Service

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

N. Accident Leave

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

Article 12. Tuition Remission

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

These benefits shall extend to summer and winter sessions, provided that there are a sufficient number of paying students (currently identified as eleven) in classes offered during those sessions, unless the instructor of said class or classes has agreed to teach the class with fewer than eleven students. Those students who intend to receive tuition remission for summer and/or winter sessions will not register until the last day of Late Registration.

Article 13. Insurance

Employees covered by this MOU who are otherwise eligible may participate in the health and other insurance plans as offered by the State of Maryland and the University System of Maryland, as they may exist from time to time, on the same basis and subject to the same terms and conditions including the payment of all applicable premiums, co-pays, deductibles and other fees and expenses as established for other University and State employees. The cost of the employee's premium or co-pay will not be increased more than allowed by the law. The University shall continue to pay its portion of the premium and costs as directed by the terms of the program or the law.

Article 14. Retirement

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

Article 15. Transportation

A. Parking

Effective July 1, 2010 through June 30, 2011, the cost of parking for bargaining unit members will remain as follows:

Premium (Gated) Lots	$675.00
Reserved (Ungated) Lots	$400.00
Unreserved - On Campus	$200.00
Unreserved - Off Campus	$175.00

It is understood and agreed that upon opening of the University's parking garage, the University reserves the right to discontinue providing off campus parking and shuttle bus service to and from the Campus.

For the balance of the term of this MOU, there shall be no more than one proposed increase per fiscal year to the costs of parking, but the proposed increase for reserved parking and non-reserved parking may be different. The Union shall be informed in writing of any proposed increase, and the justification therefore, at least six (6) months prior to the proposed date of implementation. The Union shall then have ten (10) workdays from the receipt of the notice to submit a request for information to the University. The University's response shall be in accordance with the provisions of the Maryland Public Information Act, but in no event any later than thirty (30) days following its receipt from the Union, unless the time limit period is extended by mutual agreement of the Parties. Should the Union choose to negotiate any proposed change, negotiations shall commence as soon as possible, but in no event more than ten (10) workdays after the receipt of the University's response to the Union's request for information. Negotiations may be concluded by either Party after engaging in good faith bargaining for a minimum of thirty (30) calendar days, during which both Parties shall commit to scheduling and attending no fewer than four (4) negotiating sessions, if such sessions are necessary.

The University agrees to manage additional parking fees generated by any increases in the cost of parking for the sole and limited purpose of managing and making improvements to the roads and parking facilities on campus, including supporting services such as administration, security, and physical plant personnel. No bargaining unit member shall be charged more for the cost of comparable parking than charged to other University employees. Among the factors which the University may consider in the process of contemplating proposed changes in the cost of parking fees are the following: (1) the extent to which such increases are due to higher costs incurred by the University for parking, such as the need to fund additional parking structures or to add additional parking lots/spaces; (2) costs incurred due to the maintenance and repair of existing parking structures and/or lots, such as painting, asphalt repairs, curbing, pothole repair, outside street lighting, additional safety paraphernalia such as signs, flashing lights, and speed humps, etc.; (3) associated costs for managing and maintaining parking and transportation

services such as parking attendants and shuttle bus operations; and (4) such other criteria as directly impact the cost of providing on-campus parking.

B. Bus Pass Subsidy

Provided that the MTA continues to make participation in its discount bus pass program available to Coppin's employees, the University shall contribute $18.00 per month toward the purchase, by bargaining unit members whose gross salary is below $40,000 per year, of an MTA bus pass obtained through the University's Cashier's Office, pending availability of funds.

Article 16. Labor-Management Committee

A. Purpose of the Committee

The University and the Union agree to create a Labor-Management Committee for the purpose of identifying issues of concern to either Party and to jointly procure solutions to such concerns. The Committee shall also serve as a forum for discussion of any issues associated with the implementation of any aspect of this MOU. However, the Committee shall not serve as a substitute for formal negotiations when such is necessary and required.

B. Composition of the Committee

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

C. Work Related to the Tasks of the Committee

Time spent in Labor-Management Committee meetings shall be paid time. Union representatives shall be allowed work time to complete assignments that have been assigned by the Labor-Management Committee. The employee's supervisor shall approve when the employee may be relieved from duty to undertake such assignments, based upon the needs of the department; however, such approval shall not be unreasonably withheld.

Article 17. Position Descriptions

A. Providing Employees with Position Descriptions

By the completion of the first twelve (12) months of this MOU, all exempt employees shall be provided with a position description that generally outlines the responsibilities with sufficient detail to be a meaningful notice to an employee about expectations, and also lists the minimum qualifications for the position.

B. Receipt of Written Position Descriptions

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

2. Upon request, a bargaining unit member who applies for another bargaining unit position shall be provided with a position description.

C. Maintenance of Documents

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

D. Consistency with Job Classification

The minimum qualifications, duties and responsibilities assigned to a position shall generally be consistent with the minimum qualifications, duties and responsibilities for the position's assigned classification. Inconsistencies shall be handled in accordance with Article 19 (Reclassification).

Article 18. Performance Evaluation

A. Definitions

1. Performance Management Process – is an ongoing communication process between the employee and the employee's supervisor regarding the performance standards/expectations during the twelve-month rating period. The three-step process includes: a meeting establishing standards/expectations and performance factors/goals (held in March/April – beginning of the evaluation period); a meeting mid-year providing feedback and coaching (held in September/October); and performance review, completion of the evaluation for the 12-month period ending March 31, and discussion (held in April).

2. Supervisor – for purposes of conducting the performance evaluation, the supervisor shall ordinarily be the employee's immediate supervisor who is usually responsible for assigning and reviewing the employee's work, signing time sheets, and approving leave.

B. Performance Ratings

Employees shall receive a written performance review upon successful completion of their probationary period and every April thereafter for the period ending March 31. The purposes of the performance evaluation are to establish a communication tool to ensure that employees are performing at acceptable levels, to provide a means by which to document performance, and to establish a procedure for correcting performance problems should they occur. An employee shall be rated on the achievement of performance factors/goals established by the employee and supervisor during the annual expectations meeting. An employee shall receive one of the following ratings at the performance review (see attached Performance Management Process "PMP" Form Appendix A):

Outstanding
Above Standards
Meets Standards
Below Standards
Unsatisfactory

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

C. Expectations Meeting (Establish Goals and Objectives)

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

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

D. Performance Evaluations "Below Standards" and "Unsatisfactory"

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

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

E. Year-End Performance Evaluation

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

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

Where an employee did not have an opportunity to perform work described by a performance factor/goal, that factor/goal will not be considered in the year-end performance evaluation. All applicable performance factors/goals will be applied fairly and objectively. When applying performance factors/goals, equipment and resource problems, lack of training, frequency of work interruptions, and other matters outside of an employee's control will be considered. Time off on approved leave (sick, personal, annual, etc.) and authorized time for Union representational purposes and other authorized activities will not be considered negatively in the application of performance factors/goals. However, where an employee has been placed on notice regarding a Sick Leave usage problem, the employee's Sick Leave usage may be taken into account for failure to meet expectations.

The supervisor will meet with the employee, discuss the performance evaluation, and give the employee a copy of the end-of-year evaluation. Subsequent to the review of the end-of-year evaluation, and after the rater's supervisor's review and approval, the employee will be asked to sign the evaluation. A copy shall be given to the employee and another shall be placed in the employee's personnel file.

An employee will be permitted to attach comments and/or objections to an evaluation to be placed in the employee's personnel file. In the event that the

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

F. Performance Evaluation Pay Adjustment

Employees who achieve an annual rating of "Meets Standards" or above will receive

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

Article 19. Reclassification

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

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

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

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

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

Article 20. Promotion and Transfer

A. General

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

B. Job Announcements

1. Contents

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

2. Posting

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

3. Record of Job Announcements

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

C. Qualified Applicants

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

D. Selecting the Successful Applicant

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

E. Transfers

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

maximum of the lower salary range.

Article 21. Contractual Conversion

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

Article 22. Probation

A. Probationary Employees

The length of probation for a newly hired employee in an exempt classification shall be no longer than one year. The period of status change probation shall be no longer than six (6) months.

B. Persons Not Subject to Probation

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

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

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

Contractual employees who are converted to a permanent status without a break in service to the same position held during the contractual period shall not be required to serve a probationary period, provided that upon conversion to permanent status they have served in their previous position for at least twelve (12) months in the same job classification. Contractual employees who have not served in their previous position for at least twelve (12) months in the same job classification shall be required to complete a twelve (12) month probationary period, but this period shall be reduced by the amount of time served as a contractual employee in the classification and position.

D. Rejection during Original Probation

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

E. Rejection during Status Change Probation

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

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

F. Appeals of Rejections on Probation

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

G. Merit Pay after Completion of Probation

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

Article 23. Health and Safety

A. General Duty

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

B. Duties of the Labor-Management Committee

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

C. Cardiopulmonary (CPR) Training

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

D. Hepatitis B

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

E. Communicable Diseases

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

F. Physical Exam

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

G. Inspection by Governmental Agencies

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

H. Unsafe Conditions

The Parties recognize that occasions might arise when an employee is confronted with a choice between not performing assigned tasks or subjecting himself/herself to serious injury or death arising from a hazardous condition at the workplace. If the employee, with no reasonable alternative, refuses in good faith to expose himself/herself to the dangerous condition, he/she will be protected against subsequent discrimination or discipline. The condition causing the employee's apprehension of death or serious injury must be of such a nature that a reasonable person, under the circumstances then confronting the employee, would conclude that there is a real danger of death or serious injury and that there is insufficient time, due to the urgency of the situation, to eliminate the danger by resorting to regular statutory enforcement channels. Prior to exercising the right to refuse to perform an assigned task under this provision, the employee, where possible, must first have sought from a responsible management representative, and been unable to obtain, a correction of the purportedly dangerous condition. No employee shall be required to drive an unsafe vehicle.

I. Indoor Air Quality

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

J. Asbestos

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

K. Reproductive Hazard

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

includes but is not limited to exposure to toxic substance, communicable diseases, or difficult physical demands.

L. Renovation and Construction of Workspace

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

M. Personal Protective Clothing

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

N. No Retaliation

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

Article 24. Uniforms and Equipment

A. Uniforms

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

When the University requires employees to wear a uniform, the University shall provide those employees with eleven (11) sets of the required uniform trousers and shirts (short-sleeved or long- sleeved or a combination of both at the employee's discretion). The University shall provide at least two jackets to all employees who are required to wear uniforms and whose job duties regularly require them to work outside. These jackets shall be replaced only as a result of regular wear and tear.

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

Recognizing that the University is responsible for the weekly cleaning of uniforms, employees must turn in soiled uniforms for cleaning on the scheduled pick-up date unless, due to documented medical reasons, they wish to clean their uniforms themselves.

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

The University shall provide a uniform replacement for a damaged or worn-out pair of pants or shirt, where such damage is the result of ordinary wear and tear or the result of job-related activities, so that the employee may be able to maintain eleven

(11) sets of serviceable uniforms. An employee shall return the pair of pants or shirt to his/her supervisor for replacement.

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

B. Equipment

The University shall furnish and maintain the materials, tools, and equipment needed by employees to perform their jobs in an efficient and productive manner. Management expressly reserves the right to determine the types, numbers, and locations of any and all equipment utilized on campus.

Article 25. Personnel Files

A. Official Personnel File

Only one (1) official personnel file shall be kept for each employee at the Office of Human Resources. Records of previous discipline not found in the official personnel file cannot be used against an employee in any future disciplinary proceeding. Grievances shall not be kept in the employee's official personnel file. Employees shall be informed as to where their personnel file is maintained.

B. Access

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

C. Notification

From the effective date of this MOU, any derogatory material to be placed in an employee's personnel file will be offered to the employee for his/her initials and indication of the date the document was presented to him or her. If the employee refuses to sign, material shall be placed in the file with a note reflecting the employee's refusal. The employee's initials indicate simply that he/she has seen the material and is not to be construed as agreement with its content. In addition, any

derogatory material which is placed in an employee's personnel file without following this procedure will be removed from the file and returned to the employee.

D. Anonymous Material

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

E. Rebuttal/Expungement

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

F. Work Files

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

Article 26. Disciplinary Actions

A. General

I. No employee shall be disciplined without just cause. Except as otherwise provided by law, the University has the burden of proof in any proceeding under ~~this~~ Article *26*. After taking a disciplinary action against an employee, the University may not impose an additional disciplinary action against that employee for the same conduct unless additional information is made known to the University after the disciplinary action was taken.

II. The University agrees with the tenets of progressive discipline, where appropriate. Similarly situated employees will be treated similarly regarding the application of disciplinary actions, but mitigating circumstances will be considered.

III. Procedures – Before taking any disciplinary action related to employee misconduct, the University shall:

(a) investigate the alleged misconduct. (However, the University shall retain discretion to defer its own investigation and imposition of disciplinary action, if law enforcement authorities

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

(b) meet with the employee, unless the employee refuses to do so or otherwise refuses to cooperate in an investigation;

(c) consider any mitigating circumstances, unless the employee refuses to offer such circumstances or otherwise cooperate in an investigation of the alleged misconduct;

(d) determine the appropriate disciplinary action, if any, to be imposed; and

(e) give the employee a written notice of the disciplinary action to be taken and the employee's appeal rights.

B. Discipline

I. Nonexempt employees are responsible for adhering to University rules and regulations. The parties agree to the principle of progressive discipline with the normal sequence of actions being:

(a) Counseling or Initial Discussion;
(b) Verbal Reprimand;
(c) Written Reprimand;
(d) Suspension without pay;
(e) Charges for removal (discharge) from University service.

II. The parties also recognize that depending on the severity of the offense, action may begin at any of these steps up to and including discharge. Except as otherwise provided in this Article, disciplinary action should be taken as soon as possible after the University has knowledge of or reasonably should have known of a work rule violation or unacceptable behavior. The University shall provide written notice to the employee of the disciplinary action to be taken and the employee's appeal rights. Similarly situated employees will be treated similarly regarding the application of disciplinary action, but mitigating and aggravating circumstances may be considered. Any proposed disciplinary action involving suspension or discharge requires prior review by the Director of Human Resources or designee before it is administered to the employee.

III. While not all inclusive, the following are examples of some offenses that will subject an employee to disciplinary action:

(a) Poor performance of duties, including failure to follow instructions or to maintain established standards of workmanship or productivity.
(b) Insubordination or willful disobedience including refusal to accept instructions from supervisors or other proper authorities.
(c) Use of profane or abusive language on University premises, or actions that may be discourteous or harmful to others.
(d) Threats, fighting, or other physical action against another person or horseplay while on University premises, including abusive, unruly, indecent or obscene conduct.
(e) Continued absences or excessive tardiness that exhibit a pattern or trend.
(f) Failure to inform the supervisor when leaving the workstation, or failure to report back to the workstation at the scheduled conclusion of a work break or meal period.
(g) Failure of an absent employee to notify the supervisor of each day of absence unless previously excused.
(h) Failure to adhere to University or departmental safety policies or procedures, including failure to immediately report an accident on University premises involving an on-the-job injury or property damage.
(i) Unauthorized or improper use of University funds or property.
(j) Being in an unfit condition to perform the duties of the job.
(k) Sleeping on the job.
(l) Violation of *USM Policy VII – 1.10 University of Maryland System Policy on a Drug Free Workplace (approved by the Board of Regents on 1/2/89)* and/or the Governor's Executive Order 01.01.191.16 on Substance Abuse Policy.
(m) Willfully falsifying any University records.
(n) Behavior that compromises another's safety or privacy, or discloses confidential University information to unauthorized persons.
(o) Theft

C. Disciplinary Actions

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

II. Verbal Reprimand: If the initial discussion fails to produce the desired results, a verbal reprimand is normally the next step. Supervisors should maintain a complete and accurate written notation of the reprimand and of the counseling session.

III. Written Reprimand: A Written Reprimand involves both a formal interview with the employee by the supervisor and an official memorandum to the employee describing the performance or conduct-based problem.

IV. Suspension: Suspension means the interruption of the active employment status of an employee. A suspension may be:

(a) A disciplinary action in itself;
(b) In appropriate circumstances, an action taken pending an investigation and decision as to the extent of disciplinary action, if any, to be taken; or
(c) Action taken when an employee has charges for removal pending.
(d) Action taken under Section 26.A.III.(a) and Section 26.A.III.(c) shall result in suspension without pay. Action taken under 26.A.III.(b) may result in suspension with or without pay, at the discretion of the University, depending on the nature of the incident in question. The duration of suspensions pending investigation shall be reasonably administered.

V. Suspension:

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

VI. Discharge or Release: Discharge or release means termination from employment. Discharge may occur as the final step in progressive discipline or, where warranted, as an initial disciplinary action as a result of a serious offense.

D. Right to Union Representation

I. An employee shall have the right to Union representation if requested by the employee, only as provided below. There will be no exceptions to this rule.

(a) In any investigatory interview or discussion with an employee who is the subject of the investigation.
(b) At any conference where the Employer intends to discuss a proposed disciplinary action with the employee.

(c) At each step of the Grievance Procedure in conjunction with the disciplinary action.

II. The foregoing does not apply to a meeting where the Employer is notifying the employee of the disciplinary action being taken. Where an employee elects to be represented by the Union in one of the circumstances set forth above, the employee is entitled to be represented by whichever Union representative is available, not a specific representative. Under no circumstances will an employee's election to be represented by the Union cause a delay in the investigatory interview, disciplinary conference, or grievance step at issue, if the delay will cause the interview, conference or grievance step to be untimely.

III. An employee shall not have the right to a Union representative in attendance during a non-disciplinary discussion solely related to performance or during a performance review. For a performance based disciplinary action an employee may request Union representation, and once requested, the employee shall be allowed Union representation as provide in Section 26.C.I. and Section 26.C.II. The right to representation does not include a criminal investigation, but the employee may request Union representation at a disciplinary hearing that results from the investigation, and once requested, the employee shall be allowed Union representation as provided in 26.C.I. and 26.C.II. above.

IV. An employee is required to give prompt, accurate answers to any and all questions concerning matters of official interest put to the employee by the Employer.

V. The role of the Union representative is to assist in the clarification of questions and otherwise advise the employee of the employee's rights. Under no circumstances may the Union representative dominate the hearing or interfere with the Employer's investigative process.

E. Grievance of Disciplinary Action

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

Article 27. Grievance Procedure

A. Generally

In the case 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, including, but not limited to, a grievance resulting from disciplinary action, as follows:

B. Steps

1. Step One - Within thirty (30) calendar days following the action involved or following knowledge by the employee of an alleged violation of this MOU, a grievance may be filed by either an aggrieved employee or the employee's designated representative union with the Director of Human Resources, who will forward it to the Department Head or head of the organizational unit of the employee's respective department or organizational unit. A conference shall take place within ten (10) workdays from the date that the appeal is filed. The Department head shall render a decision within ten (10) workdays from the date of the conference and shall send a copy of the decision to the employee's designated representative, the grievant, and the Union.

2. Step Two - If dissatisfied with the disposition of the grievance made at Step One, the grievance may be appealed to the Director of Human Resources, who will forward it to the respective Vice President over the division, department, or organizational unit in which the grievant is assigned. Such an appeal shall be made, in writing, within ten (10) workdays following receipt by the employee's designated representative of the Step One response. A conference shall take place within ten (10) workdays from the date that the appeal is filed. The Vice President shall render a decision within ten (10) workdays from the date of the conference and shall send a copy of the decision to the employee's designated representative, the grievant and the Union.

3. Step Three - If dissatisfied with the disposition of the grievance made at Step Two, the grievance may be appealed to the President utilizing one of the two options listed below:

a. Option One: Appeal to the President or Designee:

Within five (5) workdays after receipt of the written decision at Step Two, an aggrieved employee or the employee's designated representative, acting on behalf of the employee may file an appeal with the President or designee. The President or designee shall hold a conference with the aggrieved employee and the employee's designated representative, if applicable, within five (5) days of receipt of the written grievance appeal. The aggrieved employee or the employee's designated representative may present his/her position through all reasonable procedural means. The President or designee shall render a written decision within fifteen (15) days after the conclusion of the conference and this decision shall be sent immediately to the grievant, the employee's designated representative and the Union. Determinations shall be final and binding. Nothing in

this Article prohibits AFSCME or the aggrieved employee from seeking judicial review of any determination.

b. Option Two: Appeal to an Advisory Committee and University President or Designee

Within five (5) workdays after receipt of the written grievance at Step Two, an aggrieved employee or the employee's designated representative, acting on behalf of the employee may file an appeal with a joint committee consisting of four (4) individuals, two (2) selected by management and two (2) selected by the union [no two (2) of whom shall have a broad functional area of responsibility encompassing the sphere of activity engaged in by the aggrieved employee]. The joint committee, within ten (10) workdays after its appointment, shall hold a conference with the aggrieved employee. The aggrieved employee or the employee's designated representative may present his/her position through all reasonable procedural means. Any member of the joint committee shall have the right to request documents or the presence of witnesses before the committee. Such requests need not be honored but, if they are not, any member of the joint committee may so inform the President in an addendum to the opinion and recommendation to the President. The joint committee, within five (5) workdays after conclusion of the conference, shall render its advisory opinion in writing to the President of the University or the President's designee. A copy of the advisory opinion shall go to the grievant, the designated representative, and the Union. Within seven (7) workdays after receipt of the advisory opinion, the President or designee shall report his/her determination in writing to the aggrieved employee, the employee's designated representative, and the Union, and to the employee's immediate supervisor. The President reserves the right to speak with either party for further clarification before rendering his/her final determination. Such determinations shall be final and binding upon all parties. Nothing in this Article prohibits AFSCME or the aggrieved employee from seeking judicial review of any determination.

The Committee should attempt to reach a unanimous opinion but may also render a majority opinion (3:1) or a deadlocked opinion (2:2). When a unanimous or majority opinion is reached, only one written opinion on behalf of the prevailing view will be forwarded to the President. When the Committee deadlocks, two opinions, one representing each view, will be forwarded. Opinions at all times must be brief, concise and signed by all individuals on whose behalf they are being filed.

C. Time Limits

1. The time limits set forth in this Article may be extended only by written agreement of the Parties.

2 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.

3. Failure by the institution to respond to a grievance at a particular step within the time limit specified for response at that step shall not affect the institution's right to act with respect to the grievance.

4. Failure by the employee to appeal a grievance at a particular step shall constitute acceptance of the decision or recommendation made by management.

Article 28. Layoff, Recall and Reinstatement from Layoffs

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

1. Definition of "Layoff"

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

2. Grievability of the Layoff Decision

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

B. Layoff Order and Procedure

1. Seniority Points

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

2. Determination of Seniority Points

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

a. One point for each month of State employment, including USM service;

b. One point for each month of service with the Division where the layoff is to occur;

c. One point for each month of employment in the job series or job class in which the layoff will occur (whichever is greater);

d. For service of less than a complete month, an employee shall be credited with 0.032 points for each day of service; and

e. For part-time employment, seniority points shall be pro-rated according to the percentage of employment.

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

3. Order of Layoff

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

a. Defining "Divisions" for Layoff Purposes

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

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

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

the person with the second least number of seniority points within that division and so on up the scale of seniority points within a classification within that division.

c. Tie-Breakers

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

4. Notice

a. Notice to the Union

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

b. Meeting with the Union

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

c. Notice to the Employee

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

(1) Reasons for the layoff

(2) Displacement (bumping) rights including:

(a) The opportunity to displace or "bump";

(b) The availability in the Office of Human Resources of the seniority list, who the employee might be able to bump, and other information related to bumping rights;

(c) The duty to notify the Office of Human Resources of an intent to displace (bump), and

(d) The date by which the employee must notify the Office of Human Resources of a decision to displace (bump)

(3) Calculation of seniority points, including the employee's total seniority points and the calculations used to arrive at the total number of seniority points (points for total State service, points for division service, and points for service in a job series or job class)

(4) Features of the severance package as provided in this Article

(5) Recall and reinstatement rights as described in this Article

5. Administrative Leave during Layoff

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

C. Bumping Rights/Displacement Rights

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

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

1. Qualifications to Bump

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

An employee who obtains another position through bumping shall be required to undergo a probationary period of three (3) months in the new position, unless the employee has previously held satisfactory regular status in the job classification. Failure to successfully complete such probationary period shall result in a rejection on probation and a return to a laid off status as if laid off on the effective date of the original layoff. During the probationary period, the supervisor shall establish specific, reasonable expectations, as measurable as possible, at the beginning of the period, then meet with the employee and review performance at the midpoint; and give a final evaluation at the end of the probationary period. The supervisor shall make every reasonable effort to provide the employee with training and the necessary support to be successful. A rejection on this type of probation shall only occur where there has been a demonstrated failure to perform the essential functions of the position.

2. Location of Qualifications Information for Positions

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

3. Notice to Management of Intent to Bump

If an employee desires to exercise his/her right to bump under this provision, such intent must be made known to the Office of Human Resources, in writing, within fifteen (15) calendar days or ten (10) workdays, whichever is longer, from the date that the employee receives a notice of intended layoff. Such notice shall include identification of the position(s) to which the employee wishes to bump. Bumping shall result in the reassignment of the employee seeking to bump (including a change in the employee's rate of pay, if any), in accordance with the provisions of Section 4 below as soon as practicable.

4. Rate of Pay Following Exercise of Bumping Rights

If an employee bumps into a classification that is in a lower pay grade than the employee's previous position prior to the notice of layoff, then the employee's initial salary in the new position will be set in the lower pay grade,

but at the point in the salary range for the new position that is closest to the employee's most recent rate of pay, with no loss in pay if the employee's salary is still below the maximum rate for the pay grade.

D. Recall/Reinstatement

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

1. Notice of recall from a layoff shall be sent to the employee by certified mail, return receipt requested.

2. The recalled employee shall have no more than ten (10) workdays following initial delivery of the recall notice to notify the University of the intention to return to work.

3. The recalled employee shall have up to twenty-one (21) workdays following initial delivery of the recall notice to actually return to work.

4. The recalled employee shall receive full credit for prior USM and/or State service as it applies to service time for determination of annual leave and Sick Leave balances.

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

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

E. Severance Package Benefits for Laid Off Employees

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

1. Tuition Remission

a. Employees who are laid off and are receiving tuition remission at the time of layoff, may complete the semester in which the layoff occurs at whatever qualifying institution they are attending at that time, and they may receive tuition remission for the subsequent two (2) additional consecutive semesters at Coppin State University. For purposes of this provision, fall and spring semesters will be considered consecutive semesters.

b. The tuition remission benefit described in Section 1 above is for the employee only, with the exception that any employee dependent or spouse enrolled in coursework in the semester in which the employee is laid off and receiving tuition remission may continue to receive tuition remission for the balance of that semester, and for one (1) additional semester at Coppin State University.

c. Employees who are within thirty (30) credits of an undergraduate degree, and need to complete for graduation one or more courses that are not offered at the University during the above period, may take that course or courses at another qualifying institution at the University's expense, in accordance with current practice.

2. Assistance to Employees

During the 90-day period before layoffs are effectuated, the University shall provide the following services and assistance to employees who have received notice of management's intent to lay them off:

a. Developing a resumé

b. Composing a cover letter

c. Interviewing skills

d. Conducting a job search

e. Contacting employment agency

f. Recommending readings

g. Making available information from the Career Development and Cooperative Education Center concerning job opportunities

h. Financial adjustment and budget planning

i. Family counseling

j. Grief or loss counseling

3. Access to Career Development and Cooperative Education Center

The University shall make available the resources of the Career Development and Cooperative Education Center during regular business hours to assist laid off employees in their job search for up to six (6) months following the layoff.

F. Training for Laid Off Employees

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

Article 29. Separation

Subject to applicable laws and policies, the employment relationship between a non-probationary exempt employee and the University may be terminated at any time by either the employee or the University, consistent with the requirements in this Article.

If an employee is to be separated by the University, the employee shall be given the following amount of notice, based on total years of institutional service:

Years of Institutional Service	Period of Notice
Less than one year	One month
One year but less than four years	Three months
Four years but less than five years	Six months
Five years or more	Twelve months

An employee who has been notified of a period of notice separation will be placed in an administrative leave with pay status for all of the period of notice and shall not be required to report to work or perform duties.

An employee who has been notified of a period of notice separation will have, upon request, the right to receive a neutral letter of reference issued by the Office of Human Resources.

An employee who has been notified of a period of notice separation, or their employee dependent or spouse, who is receiving tuition remission at the time the employee is notified of a period of notice separation, may complete the semester in which the notice is received and, in the case of the employee, one additional semester within an academic year.

Article 30. Work Stoppages

It shall be a violation of this MOU for the Union to engage in or encourage a strike or work stoppage against the University. If the Union engages in or encourages a strike or work stoppage against the University, the University shall seek relief by filing Unfair Labor Practice charges against the Union with the State Higher Education Labor Relations Board, which

shall be authorized hereby to determine the appropriate remedy. In addition to the foregoing actions before the SHELRB, the University reserves the right to take any and all other available legal action it deems necessary in the event of an illegal work stoppage in violation of this MOU.

Article 31. Savings

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

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

Article 32. Duration and Renewal

A. Duration

This MOU shall become effective when all conditions precedent to its effectiveness have been met. No portion of this MOU shall be implemented until all of its provisions are effective. No provision of this MOU has retroactive application unless required by law. This MOU expires at 11:59 p.m. on June 30, 2013. The Parties shall ensure that their respective ratification processes are completed as promptly as possible after the conclusion of negotiations.

B. Renewal

Should either Party desire to renew this MOU, it may only do so by providing written notification of its intent to do so to the other Party by August 1, 2012. After notification is provided, the Parties shall then commence negotiations for a successor MOU, during the last year of this MOU at dates and times agreed to by the Parties. The Parties agree that each side will exchange their complete package of proposals for changes to the MOU no later than August 15, 2012, and that negotiations for a successor MOU will commence in the first week of September 2012 unless otherwise mutually agreed by the Parties.

Signature Page

Appendix

A. Performance Management Process form (Evaluation)

PERFORMANCE MANAGEMENT PROCESS PMP FORM			UNIVERSITY OF MARYLAND SYSTEM
EMPLOYEE NAME	ID#	PERIOD COVERED	DATE OF REVIEW
JOB TITLE	DIV./DEPT.	SECTION/UNIT	SUPERVISOR

INSTRUCTIONS FOR COMPLETING PMP FORM

Beginning of Review Period

1. Complete identification information above.
2. Identify major performance areas applicable for employee (Section 1). Sign and date form after discussing factors/objectives
3. Identify the performance factors which are key to the position (Sections 2 and 3) by indicating the importance weighting (High, Medium, Low). These will be the factors on which the employee will be evaluated. (Note: A "Low" weighting factor does not mean the factor is unimportant, only that it is less important than other factors.)
4. (Optional) Write operational objectives and standards (Section 4) and indicate importance weighting.
5. Employee and supervisor retain copy of PMP form.

During Review Period

1. Update performance factors and operational objectives as necessary, and use form as basis for discussing performance and providing feedback and coaching.

End of Review Period

1. Evaluate performance on key performance factors and operational objectives (if applicable), and document performance under "Comments" or "Results". Consider performance during entire period.
2. Evaluate overall performance (Section 5) and note any overall comments on performance.
3. Discuss evaluation with next level supervisor or department designee.
4. Conduct performance review discussion and complete development plans (Section 6).
5. (Optional) Employee may add his/her comments (Section 7)
6. Sign and date form (Section 8).
7. Forward original signed form to Office of Human Resources Management.

RATING SCALE:

OUTSTANDING:	Performance consistently above standards and far exceeds normal expectations; exceptional achievement and contribution to institution.
ABOVE STANDARDS:	Performance above standards in many important aspects and exceeds normal expectations.
MEETS STANDARDS:	Performance meets standards in all important aspects.
BELOW STANDARDS:	Performance below standards in some important aspects, but meets standards in other respects; improvement needed.
UNSATISFACTORY:	Performance below standards in critical aspects; improvement required.

SECTION 1: MAJOR PERFORMANCE AREAS

Check major performance areas applicable to employee:

☐ Individual Performance Factors (Section 2)

☐ Manager/Supervisor Performance Factors (Section 3 – used only if employee is responsible for supervising others)

☐ Operational Objectives (Section 4 – optional)

Signatures below indicate performance factors and objectives have been identified and discussed with employee:

Employee: _____ Date: _____

Supervisor: _____ Date: _____

SECTION 2: INDIVIDUAL PERFORMANCE FACTORS

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

COMMUNICATIONS

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

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

CONCEPTUAL SKILLS

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

JOB SKILLS

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

OTHER FACTORS (OPTIONAL)

		☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐
COMMENTS:						

Section 3: Manager/Supervisor Performance Factors

EMPLOYEE NAME	ID #

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

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

MANAGING/SUPERVISING EMPLOYEES

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

Other Factors (Optional)						
		☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐
Comments:						

SECTION 4: OPERATIONAL OBJECTIVES (OPTIONAL)	
EMPLOYEE NAME	ID#

OBJECTIVES/STANDARDS	RESULTS	Impt. Wgt. High Med Low	Rating Scale				
			Out-stand-ing	Above stard-ards	Meets stand-ards	Below stand-ards	Unsat-isfac-tory
			☐	☐	☐	☐	☐
			☐	☐	☐	☐	☐
			☐	☐	☐	☐	☐
			☐	☐	☐	☐	☐
			☐	☐	☐	☐	☐
			☐	☐	☐	☐	☐
			☐	☐	☐	☐	☐
			☐	☐	☐	☐	☐
			☐	☐	☐	☐	☐
			☐	☐	☐	☐	☐

Section 5: Summary of Overall Performance

OVERALL PERFORMANCE RATING	Outstanding	Above Standards	Meets Standards	Below Standards	Unsatisfactory
	☐	☐	☐	☐	☐

OVERALL COMMENTS:

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

SECTION 7: EMPLOYEE COMMENTS	
EMPLOYEE COMMENTS (OPTIONAL)	

SECTION 8: SIGNATURES

Employee: _____ _____ **Date**_____
(Signature*) **(Title)**

Supervisor: _____ _____ **Date**_____
(Signature) **(Title)**

Next Level Supervisor
Or Dept. Designee: _____ _____ **Date**_____
(Signature) **(Title)**

***Signature acknowledges that the performance review has been discussed with me.**

B. USM policies referred to in the MOU- provided here for convenient reference

1. Emergency Conditions

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

(Approved by the Board of Regents, May 1, 1992)

I. Purpose and Applicability

This policy governs work and the use of leave in the event of an emergency condition. This policy applies to all University of Maryland System Employees.

II. Cancellation of Classes

Each employee of the University is expected to report to work as scheduled, even if classes are canceled, unless the employee has been notified through established campus procedures not to report.

III. Closing Facilities

A. Before the Start of Work. When any facility is closed prior to the start of normal work hours or shifts, non-essential employees, except those on previously approved leave, are to be considered to be on Administrative Leave.

The status of contractual employees will be determined by the terms of their contracts.

B. After the Start of Work. When, as a result of emergency conditions any facility is closed after the start of normal work hours or shifts non- essential employees are to be placed on Administrative Leave. Non-essential employees who have not reported to work and are not on previously approved paid leave must be given the option to use appropriate accrued paid leave, or be placed in a no-pay status.

The status of contractual employees will be determined by the terms of their contracts.

IV. Essential Employees

Employees who are required to perform duties after an emergency condition has been declared shall be compensated with compensatory leave or cash payment equivalent to the Administrative Leave granted to non- essential employees who are released from the same facility.

Only extenuating circumstances of a most serious nature will warrant the exemption of an essential employee from the requirement to report for duty in a timely manner.

V. Liberal Leave

A Chief Executive Officer (CEO) or designee may declare a policy of Liberal Leave in which case non-essential employees who fail to report to work, or who report late, or choose to leave early, because of dangerous traffic or highway conditions, hazardous weather, civil disorder or other circumstance not yet declared as an emergency shall be excused. Such excused absence must be charged to appropriate paid or unpaid leave.

VI. Evacuation of an Institution Facility
In the interest of personal safety, nothing in this policy precludes the necessary, immediate evacuation of a campus facility by the person in charge or his/her designee.

DEFINITIONS:

"Emergency Conditions" - Those conditions which are determined by each campus CEO or designee to be serious enough to warrant the cancellation of classes or the release of employees. Such conditions may arise because of inclement weather, fire, power failure, civil disorders or other unusual circumstances which may endanger students and/or employees.

"Essential Employee" - An employee of a facility who has been designated as vital to the operation of the facility, whose presence is required regardless of the existence of an emergency condition, and whose absence from duty could endanger the safety and well being of the campus population and/or physical plant. Examples of such employees are police, stationary engineers or other heating plant and maintenance personnel, snow removal employees, food service staff, hospital staff, etc.

IMPLEMENTATION PROCEDURES:

Each Chief Executive Officer shall develop procedures as necessary to implement this policy and submit a copy to the Chancellor.

Replacement for:

BOR VI - 18.00, Policy Relating to Emergency Conditions, page 1 UM Personnel Policies and Procedures for Classified Employees - Section VI Leave with Pay, page VI-21

2. Tuition

a. Tuition for Faculty and Staff

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

(Approved by the Board of Regents on January 11, 1990, Amended by the Board on May 31, 1990, Amended by the Board on August 28, 1990, Amended by the Board on August 24, 2001; Amended by the Board on December 7. 2001; Amended by the Board on August 23,

2002; Amended by the Board on December 6, 2002, Amended by the Board on June 27, 2003)

I. PURPOSE AND APPLICABILITY

The University System of Maryland (USM) supports the general policy of tuition remission for USM Faculty and Staff employees on Regular or Retired Status, by its constituent institutions, on an intra- and inter-institutional basis. This policy encourages such Faculty and Staff employees on Regular or Retiree Status to enroll in academic courses for the improvement of skills or for personal development purposes, with tuition costs associated with such courses remitted in whole or in part.

II. DEFINITIONS

A. A "REGULAR" Faculty or Staff employee is one who works in a position that has been approved through the budgetary and pertinent appointment classification processes and that is intended to last six months or more regardless of the nature of the source of funds or who has retired from such a position. This definition applies to both fulltime and parttime Faculty and Staff employees.
B. "RETIREE" - For purposes of acceptance of tuition remission requests, a "University System of Maryland Retiree" must be receiving State of Maryland retirement checks and/or Optional Retirement Plan (ORP) retirement checks, and have earned at least five years of total service credit at one or more institution(s) of the USM. Verification of Retiree Status may be obtained by contacting the Human Resources Office of the institution from which the employee has retired.

III. ADMINISTRATION

This program shall be administered by the institutions, consistent with the following policies and implementation procedures:

A. Tuition remission is extended to Regular Faculty and Staff employees as set forth herein.
    1. Effective July 1, 1990, all Regular Faculty and Staff employees of any institution of the USM may receive tuition remission at any institution in the USM, in accordance with provisions set below.
    2. Inter-institutional transfer of funds within the USM in implementation of this policy shall not be made.
B. Tuition remission shall be subject to the individual's admissibility to the institution and to the program in which the courses are to be taken and to the other academic regulations of the institution governing student enrollment (for example, course prerequisites and registration deadlines).
C. Fulltime Regular and Retiree Faculty, and Staff employees shall be permitted to register for courses not to exceed eight (8) credits per semester with remission of tuition. Regular parttime Faculty and Staff employees who are employed at fifty percent (50%) or more time in the USM or Retirees from such positions shall be permitted tuition remission for credits proportional to their percentage of service.
D. Tuition remission does not include mandatory fees, which remain the responsibility of the Regular or Retiree Faculty or Staff employee.

E. Courses taken under this policy shall not interfere with the assigned job responsibilities of any Faculty or Staff employee and shall require the approval of the Chief Executive Officer (CEO) or designee.
F. The Regular Faculty or Staff employee may register for the desired course(s) at any institution in the USM. Regular Faculty and Staff employees employed by any USM institution who otherwise meet admissibility and registration criteria, shall be granted tuition remission at any USM institution on the same basis as Faculty and Staff employees who are employed by the host institution.
G. Programs of study to be exempted from this policy shall include the M.D. and D.D.S. programs at the University of Maryland, Baltimore and such other programs as may be recommended by the CEO of the institution offering the program and approved by the Chancellor. Availability of tuition remission for self-support programs and courses shall be recommended by the CEO of the institution offering the program and approved by the Chancellor. The host institution shall apply the exempted status equally to all applicants who wish to participate in the tuition remission program, whether from the host institution or other institutions.
H. Policy on tuition remission for Regular Faculty and Staff employees of Morgan State University (MSU), Saint Mary's College of Maryland (SMC) and Baltimore City Community College (BCCC) (effective 8/24/01).

   Regular Faculty and Staff employees of MSU, SMC, and BCCC shall receive tuition remission at institutions of the USM at the same level of benefits as provided for USM Regular Faculty and Staff employees. This provision is dependent upon reciprocity being extended by MSU, SMC and BCCC to Regular Faculty and Staff employees at USM institutions.

IMPLEMENTATION PROCEDURES:

Each Chief Executive Officer shall identify his/her designee(s) as appropriate for this policy; shall develop procedures as necessary to implement this policy; shall communicate this policy and applicable procedures to his/her institutional community; shall forward a copy of such designations and procedures to the Chancellor; and shall submit to the Chancellor an annual report on the use of the tuition remission program at the institution during the preceding academic year.

Replacement for:

BOR V-2.00 and BOT XIII.N

b. Remission for Spouses and Dependent Children and Retirees of USM

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

(Approved by the Board of Regents on January 11, 1990; Amended by the Board on May 31, 1990; Amended February 28, 1992, Amended by the Board on August 24, 2001; Amended

by the Board on December 7, 2001; Amended by the Board on August 23, 2002; Amended by the Board on December 6, 2002; Amended by the Board on June 27, 2003)

I. PURPOSE AND APPLICABILITY

The University System of Maryland (USM) supports the general policy of tuition remission for the spouses and dependent children of USM Faculty and Exempt and Nonexempt Staff employees on Regular or Retired Status, by its constituent institutions, on an intra- and inter-institutional basis.

II. DEFINITIONS

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

III. ADMINISTRATION

This program shall be administered by the constituent institutions, consistent with the following policies and implementation procedures:

A. Tuition remission is extended to the spouses and dependent children of all USM Regular and Retired Faculty, and Staff employees, on an equitable basis, subject to the restrictions in this policy (see section IV. below).
B. Policy on Tuition Remission for the Dependent Children of Regular Faculty and Staff employees of Morgan State University and Saint Mary's College of Maryland (effective 8/24/01).

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

be available to the spouses of Faculty and Staff of Morgan State University and Saint Mary's College of Maryland.

C. Policy on Tuition Remission for the Dependent Children of Regular Faculty and Staff employees of Baltimore City Community College (effective 12/07/01).

Dependent children of Regular Faculty and Staff employees of Baltimore City Community College shall receive tuition remission at institutions of the USM at the same level of benefits as provided for dependent children of Regular USM Faculty and Staff employees and subject to the restrictions in this policy. This provision is dependent upon reciprocity being extended by Baltimore City Community College to dependent children of Regular Faculty and Staff employees at USM institutions.

If a parallel lower division instructional program is available at Baltimore City Community College, dependents of Baltimore City Community College employees are eligible to take advantage of the provision of this tuition remission benefit at USM institutions only after they have earned the associate degree or completed 60 hours of transferable credit. For those programs, e.g. Business, where "transfer" is required by the USM institution prior to completion of either the associate's degree or sixty (60) credits, the tuition remission benefit is available upon admission to the program. For programs where there is no parallel lower division instructional program available at BCCC, the tuition remission benefit is available immediately. Tuition remission shall not be available to the spouses of Faculty and Staff employees of Baltimore City Community College.

D. For spouses and dependent children of all Regular parttime Faculty and Staff employees and Retirees who are employed in, or retired from a position at fifty percent or more time, the percentage of tuition remitted shall be proportional to the percentage of employment service.
E. Tuition remission does not include mandatory fees or surcharges, which remain the responsibility of the individual student.
F. The exercise of the benefit of tuition remission shall be subject to the individual's admissibility to the institution and to the program in which the courses are offered and to the other academic regulations of the institution governing student enrollment.
G. Programs of study to be exempted from this benefit shall include the M.D. and D.D.S. programs at the University of Maryland, Baltimore and such other programs as are recommended by the chief executive officer (CEO) of the institution offering the program and approved by the Chancellor. The availability of tuition remission for self-support programs and courses at each institution shall be recommended by the CEO and approved by the Chancellor. The CEO of the institution offering the program shall apply the exempted status equally to all spouses and dependent children who desire tuition remission, whether from the host institution or other institutions.
H. Subject to the provisions in paragraphs III. A., and D. through G. above, spouses and dependent children, of fulltime Faculty and Staff employees or Retirees of the USM who die in service or after retirement, shall be permitted to register for courses with

tuition remission for a period of time determined by the duration of fulltime employment of the Faculty or Staff employee, or Retiree as follows:

If the length of time of employment of the deceased Faculty or Staff employee or Retiree was less than three years, the spouse or dependent child is eligible for tuition remission for one academic year; if at least three but less than five years, two academic years; if at least five but less than seven years, three academic years; if at least seven but less than nine years, four academic years; and if more than nine years, five academic years. However, eligibility for tuition remission for spouses shall expire at the end of seven years following the death of the full-time faculty or staff, and eligibility for tuition remission for dependent children shall expire on the twenty-second birthday.

I. For spouses and dependent children of Regular parttime Faculty or Staff employees or Retirees who were employed at fifty percent (50%) time or more and who die in service or after retirement, the percentage of tuition remission shall be proportional to the percentage of employment service averaged for the three years immediately preceding his or her death. The length of time for which tuition remission will be available for such surviving spouses and dependent children shall follow the formula described in paragraph H.

IV. RESTRICTIONS :

A. Restrictions Based Upon Date of Employment
   1. Spouses and Dependent Children of Regular or Retired Faculty and Staff Employees Whose Period of Employment Began Before January 1, 1990.

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

   2. Spouses and Dependent Children of regular Faculty and Staff employees Whose Period of Employment Began on or After January 1, 1990 and Before July 1, 1992.
      a. Effective July 1, 1990, all spouses and dependent children of Regular Faculty and Staff employees whose initial appointment was made on or after January 1, 1990, and before July 1, 1992, may receive tuition remission of one hundred percent (100 %) on courses toward a first undergraduate degree at the institution where the spouse or parent is employed. If a spouse or dependent child of Regular Faculty or Staff at a degree granting institution wishes to enroll in courses toward a first undergraduate degree in an academic program which is not available at the home institution, the spouse or dependent child may, with the approval of the CEO or designee of the home institution, register for

courses at other institutions of the USM with fifty percent (50%) tuition remission; the remaining 50% is the responsibility of the individual student. Spouses and dependent children of Regular Faculty and Staff employees at non-degree granting units may register for courses toward a first undergraduate degree at any institution of the USM with full tuition remission (100%). Full tuition remission at any institution is also extended to spouses and dependent children of Regular Faculty and Staff employees of the University of Baltimore for the freshman and sophomore years only; and to spouses and dependent children of Regular Faculty and Staff of the University of Maryland, Baltimore for undergraduate programs not offered at that institution. A transfer of funds equal to fifty percent (50%) of the tuition will accompany all inter-institutional enrollments. All enrollments of spouses and dependents are subject to the restrictions in this policy.

b. Tuition remission shall not apply to courses registered for at the graduate or postbaccalaureate level.

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

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

B. Other Restrictions

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

IMPLEMENTATION PROCEDURES:

Each Chief Executive Officer shall identify his/her designee(s) as appropriate for this policy; shall develop procedures as necessary to implement this policy; shall

communicate this policy and applicable procedures to his/her institutional community; shall forward a copy of such designations and procedures to the Chancellor; and shall submit to the Chancellor an annual report on the use of the tuition remission program at the institution during the preceding academic year.

Replacement for:

BOR V-2.10 and BOT XIII-N, January 11, 1990.

3. Annual Leave

VII - 7.01 - POLICY ON ANNUAL LEAVE FOR REGULAR EXEMPT EMPLOYEES

(Approved by the Board of Regents on December 3, 1999, EFFECTIVE January 2, and January 12, 2000)

I. PURPOSE AND APPLICABILITY

This policy governs the accrual and use of annual leave, and applies to all regular Exempt employees of the University System of Maryland.

II. EARNED LEAVE

Exempt employees – full-time exempt employees earn 22 days of annual leave per calendar year which shall accumulate on a bi-weekly basis from the beginning of employment. Beginning with the 21 st yr. of USM and/or State of Maryland employment annual leave shall be earned at the rate of 25 days per calendar year. Part-time exempt employees working 50% or more shall earn annual leave on a pro-rated basis.

III. LEAVE ACCUMULATION

Annual leave with pay shall be available only to the extent earned, provided that the dates of such leave have been approved in advance by the employee's supervisor. A maximum of 50 workdays of annual leave may be carried into a new calendar year by all full-time exempt employees. This maximum will be pro-rated for part-time exempt working 50% or more.

IV PAYMENT FOR DENIED ANNUAL LEAVE

At the end of each calendar year, a supervisor may, through appropriate channels, recommend to the institution's Chief Executive Officer or designee that an employee be paid for days of annual leave lost pursuant to Section III of this Policy. The supervisor's recommendation for payment for lost annual leave shall be accompanied by a written explanation of why the lost annual leave was not taken at another time during the calendar year. Payment is at the discretion of the chief executive officer or designee. It is also limited to unused annual leave that is in excess of the maximum accumulation and that is lost by the employee at the end of the calendar year.

V. LEAVE TRANSFER

When an employee transfers to another institution in the University System of Maryland or transfers to another department in the same institution and/or moves from one employment category to another, or from the State of Maryland to the USM, all unused accumulated annual leave shall be transferred.

VI. TERMINATION PAYMENT
Employees who leave the University System of Maryland are entitled to compensation for any unused annual leave that has been credited and available for use as of the date of separation.

IMPLEMENTATION PROCEDURES:

Each Chief Executive Officer or his/her designee shall develop procedures as necessary to implement this policy and shall forward a copy to the Chancellor.

REPLACEMENT FOR:

USM BOR VII-7.00 - Policy on Annual Leave for Administrative and Classified Personnel, as approved by the Board of Regents on April 25, 1991, page 7.00-1 through page 7.00-3. Additionally, this policy supersedes, in whole or in part, any policy(ies) and/or procedure(s) established by the Regents, Trustees, Presidents, or their designees, of the former institutions of the University of Maryland, and of the former State Universities and Colleges, and of the Regents of the University System of Maryland that are in conflict with this policy's purpose, applicability, or intent, that may have been overlooked and not included as a specific citation under "Replacement For."

4. Personal Leave
VII - 7.10 - POLICY ON PERSONAL LEAVE FOR REGULAR EXEMPT EMPLOYEES

(Approved by the Board of Regents on December 3, 1999, EFFECTIVE January 2 and January 12, 2000)

I. PURPOSE AND APPLICABILITY
This policy governs the amount and use of personal leave, and applies to all regular Exempt employees of the University System of Maryland.

II. RECEIPT
All full-time Exempt employees shall receive three days (not to exceed 24 hours) of personal leave in each calendar year. Part-time employees working 50% or more shall receive personal leave on a pro-rated basis.

III. USAGE

A. 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 Leave Reserve Fund Policy. No employee shall be paid for unused personal Leave.
B. The use of personal leave shall require prior notification to the employee's supervisor.

IMPLEMENTATION PROCEDURES:

Each Chief Executive Officer or his/her designee shall develop procedures as necessary to implement this policy and shall forward a copy to the Chancellor.

REPLACEMENT FOR:

USM BOR VII 7.10 – Policy on Personal Leave for Administrative and Classified Personnel as approved by the Board of Regents on April 25, 1991.

Additionally, this policy supersedes, in whole or in part, any policy(ies) and/or procedure(s) established by the Regents, Trustees, Presidents, or their designees, of the former institutions of the University of Maryland, and of the former State Universities and Colleges, and of the Regents of the University System of Maryland that are in conflict with this policy's purpose, applicability, or intent, that may have been overlooked and not included as a specific citation under "Replacement For."

5. Leave Reserve Fund

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

(Approved by the Board of Regents, April 25, 1991; Amended December 6, 2002; Amended January 1, 2003)

I. PURPOSE AND APPLICABILITY
There shall be a USM Leave Reserve Fund (LRF) composed of unused personal leave that provides paid leave to all Exempt and Nonexempt Staff employees on Regular Status, working 50% or more, who become temporarily medically disabled and who meet qualifying criteria.

II. DEFINITIONS:
"LRF" means the University System of Maryland Leave Reserve Fund, which consists of employees' personal leave that is unused at the end of each calendar year.

"TEMPORARY MEDICAL DISABILITY" means that the employee has a reasonable expectation of returning to work.

"CREDITABLE SERVICE" means service required for computing the amount of any benefits.

III. GENERAL
The employee, or someone on the employee's behalf, may

submit to the Director of Human Resources/Personnel of the USM institution at which the employee is employed, a written request to use leave from the LRF, together with documentation that the employee has:

A. completed at least one year of service with the University System of Maryland;

B. a temporary medical disability which is authenticated by a licensed or certified medical provider in accordance with established leave authorization procedures, and by the institutional or State Medical Director; and when the employee has a reasonable expectation of return to work;

C. used all available sick leave, advanced sick leave, extended sick leave, personal leave, and compensatory leave; and

D. a satisfactory record of sick leave use and work performance.

In addition, each request must specify the number of days requested and must provide a justification for the number of days requested. The maximum number of days which may be requested from the LRF shall not exceed one day for each month of creditable service, as defined by the Maryland State Retirement and Pensions Systems.

IV. INSTITUTION APPROVAL

The President or designee of the institution shall determine whether the requirements of this policy (Section III) have been met, and, if so, shall approve the request for the use of the LRF. Based upon the employee's justification for the request, the President or designee may approve the number of days requested or may approve some lesser number of days. The institution Director of Human Resources/Personnel shall forward the approved requests to the USM Director of Human Resources.

V. ADMINISTRATION OF THE USM LEAVE RESERVE FUND

A.The USM Director of Human Resources shall administer the LRF. Based on information submitted with the request, the USM Director of Human Resources shall verify the employee's eligibility to use leave from the LRF and may return to the President or designee any request of an employee whose eligibility the USM Director of Human Resources deems questionable. The USM Director of Human Resources shall accept

the final determination of the President or designee as to the employee's eligibility.

B. Once the employee's eligibility has been established, the USM Director of Human Resources shall determine the amount of leave to be granted to the employee based on guidelines established by the Chancellor. Such guidelines may establish a cap on the number of days granted to any one employee and may include other provisions designed to fairly distribute among eligible employees the days available in the LRF. Within these guidelines, the USM Director of Human Resources shall transfer leave from the LRF to the eligible employee.

C. The USM Director of Human Resources may not transfer leave from the LRF to an employee after the date on which the employee's disability retirement, granted by the Board of Trustees of the State Retirement Systems, is effective.

IMPLEMENTATION PROCEDURES

Each Chief Executive Officer shall identify his/her designee(s) as appropriate for this policy; shall develop procedures as necessary to implement this policy; shall communicate this policy and applicable procedures to his/her institutional community; shall forward a copy of such designations and procedures to the Chancellor.

REFERENCES:

Chapter 304, Acts of 1986; House Bill 476, 1990 Legislative Session; COMAR 06.01.01.42G.

6. Leave of Absence without Pay

VII - 7.12 - POLICY ON LEAVE OF ABSENCE WITHOUT PAY

(Approved by the Board of Regents, May 1, 1992; Amended November 12, 1993)

I. PURPOSE AND APPLICABILITY:

A. This policy governs voluntary leaves of absence without pay (LWOP) for regular full-time and part-time administrative and classified employees of the University of Maryland System.
B. Emergency military leave, temporary military leave, and indefinite military leave shall be granted to eligible employees in accordance with applicable state and federal law, and shall be governed by the Policy on Military Leave.

C. Leaves for family and medical reasons shall be granted to eligible employees in accordance with applicable state and federal law, and shall be governed by the UMS Policy on Family and Medical Leave.

II. ELIGIBILITY:

A. Granting of requests for a leave of absence without pay shall be at the discretion of the Chief Executive Officer or designee after his/her consideration and determination of the following:
   1. The employee shall:
      a. hold a regular full-time or regular part-time (50% or more) position, and
      b. have completed a total of at least twelve (l2) months of service at the UMS institution from which the employee wishes to take leave, and
      c. have a satisfactory record of work performance, and
      d. shall not have a record of abuse of accrued leave usage.
   2. Granting of the request shall:
      a. not disrupt or interfere with the operations or work schedules of the institution or institutional unit.

III. DURATION OF LEAVE:

All regular employees may request a full or partial leave of absence without pay up to a maximum of a two-year (24 month) period in accordance with the provisions of this policy.

IV. REASONS FOR LEAVE:

A. A leave of absence without pay may be requested by an eligible employee for reasons such as:
   1. loan of an employee to another governmental agency, higher education institution or related organization;
   2. outside employment that would lessen the impact of a potential layoff or a layoff;
   3. professional activities related to academic research, advanced study, career development, or other professional activities that are determined by the institution's Chief Executive Officer or designee to be of benefit to the University of Maryland System or system institution;
   4. anticipated low demand for the employee's services during slow periods in the institution's or unit's operations (seasonal leave), or
   5. other activities as determined to be appropriate by the Chief Executive Officer.

V. JOB PROTECTION:

A. Unless otherwise agreed to by the employee and the Chief Executive Officer or designee, a leave of absence without pay granted within the provisions of this policy assures the employee a right to return to his/her former position or to another equivalent position within the same department having the same pay, benefits, other

terms and conditions of employment, status and responsibilities as the former position upon expiration of the leave.

B. If during the leave the Chief Executive Officer or designee determines in his/her discretion that the position cannot be held available, the Chief Executive Officer or designee shall notify the employee in writing of his/her decision and shall provide information regarding the equivalent position to which the employee will be returned upon expiration of the leave. The employee shall have the right to return to work within fifteen (15) working days from receipt of such notice in order to keep the position from which he/she had taken leave.
C. If there are reductions in the work force while the employee is on leave and the employee would have lost his/her position had he/she not been on leave, then except as provided under UMS Policy on Layoff and UMS Policy on Reinstatement, an employee has no rights under this policy to be returned to his/her former or to an equivalent position.
D. If there are increases or decreases in pay, benefits, or other terms and conditions of employment while the employee is on leave that would have affected the employee had he/she not been on leave, then except as provided under applicable UMS policy, the employee shall be returned to employment consistent with current applicable, appropriate pay, benefits and other terms and conditions of employment.
E. An employee on leave of absence without pay shall not return from leave prior to the agreed upon expiration of the leave without written approval of the Chief Executive Officer or designee.

VI. STATUS OF BENEFITS WHILE ON LEAVE:

A. All benefits, including health care and service credit for retirement and other purposes, shall be suspended for the period of the leave of absence without pay. However, an employee on leave of absence without pay for more than thirty (30) days may elect to continue health care and other benefits, as permitted by law or regulation, by paying the full cost of the benefits, including the share ordinarily paid by the employer.
B. An employee who elects to discontinue health benefits may not re-enroll in the State of Maryland health benefits program within the same benefit year without certification that the employee has been enrolled in another health plan during the period of leave.
C. Under exceptional circumstances and on a case by case basis, the chief Executive Officer or designee may approve the continuation of the employer's subsidy for health care benefits if the reason for the leave is determined by the Chief Executive Officer or designee to be of benefit to the UMS institution. Employer costs of any payments made to maintain the employee's health benefit coverage while on a leave of absence without pay shall be recovered if the employee fails to return from leave.

VII. COMPENSATION DURING LEAVE:

A. This policy governs unpaid leaves of absence; however, the Chief Executive Officer or designee, may require that accrued annual leave, personal leave, holiday leave or

compensatory leave (in the case of non-exempt employees) be used prior to granting LWOP.

VIII. PROVIDING INFORMATION ABOUT LEAVE:

A. The employee shall provide complete, accurate and timely information related to the request for, continuation of, modification(s) to, and return from leave.

IX. FAILURE TO RETURN FROM LEAVE:

A. An employee who will not be returning to the institution at the conclusion of a leave shall notify the Chief Executive Officer or designee in writing as soon as practicable. In the absence of written notification, failure to return from leave shall be interpreted as a resignation.

X. MISCELLANEOUS:

A. Upon request of the Chief Executive Officer or designee, an employee granted a leave of absence without pay shall provide progress reports and/or verification that the conditions of the leave are being/were met.
B. Service credit shall not be granted to an employee on a leave of absence without pay.
C. An employee may elect to purchase service credit at the time of retirement for prior leaves without pay that are qualified by the Maryland State Retirement and Pension Systems. Upon approval of a leave without pay, an employee shall follow the institution procedure to assure that this option may be exercised.
D. When LWOP is approved for employees who are on probation status, the probation period shall be adjusted upon the return of the employee by the length of time used for LWOP.

IMPLEMENTATION PROCEDURES:

Each Chief Executive Officer shall identify his/her designee(s), as appropriate for this policy; shall develop procedures as necessary to implement this policy; shall communicate this policy and applicable procedures to his/her institutional community; and shall forward a copy of such designation and procedures to the Chancellor.

Replacement for: UMS BOR VII - 7.12 as adopted May 1, 1992.

7. Administrative Leave

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

(Approved by the Board of Regents, February 28, 1992)

I. PURPOSE AND APPLICABILITY

To establish a leave category called Administrative Leave for all regular administrative and classified employees which permits an employee, under certain circumstances, to be absent from duty without loss of any pay or without charge to the employee's accrued leave.

II. EMERGENCY CONDITIONS

Administrative Leave may be granted when emergency conditions exist. (See the policy on Emergency Conditions).

III. FOR ATTENDANCE AT EMPLOYEE ORGANIZATION EVENTS

A. Any employee organization which is permitted to collect dues by payroll deduction may request that its member employees be released from their normal duties for the purpose of participating in approved organization activities.
B. The total amount of Administrative Leave granted to employees of any employee organization at any institution during a fiscal year may not exceed one day for every 20 employees of that organization who have dues collected by payroll deduction as of July 1 of that fiscal year.
C. All requests for Administrative Leave shall be submitted to the institution Director of Human Resources/Personnel 30 calendar days in advance of the event and shall include:
    1. A general description of the event and its purpose;
    2. The date and location of the event;
    3. The names of employee members for whom Administrative Leave is being requested.
D. After verifying the validity of the request and the accuracy of the time being requested, the institution Director of Human Resources/Personnel may approve administrative leave if the employee's services can be spared without impairing the services of the department(s) involved.
E. If the employee organization needs to substitute employee members for those previously granted administrative leave, or substitute new dates, such requests will be submitted to the institution Director of Human Resources/Personnel for approval. Such substitutions may be approved if the substitution will not impair the services of the unit.

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

IMPLEMENTATION PROCEDURES:

Each Chief Executive Officer shall develop procedures as necessary and submit a copy to the Chancellor.

Replacement for:

UM Personnel Policies and Rules for Classified Employees - Section VI - Leave with Pay, page VI-21.

Laws Relating to and Governing Policies and Procedures of the Board of Trustees of the State Universities and Colleges of Maryland, Section VI. Administrative Officers, page VI-3.

BOR III-12.00, Policy on Academic Administrators/Associate Staff Time Keeping Record, page 4.

8. Jury Service

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

(Approved by the Board of Regents, February 28, 1992; Amended May 7, 1993)

I. Purpose and Applicability. To establish a leave category called Jury Service for all regular administrative and classified employees which permits an employee, under certain circumstances, to be absent from duty without loss of any pay or without charge to the employee's accrued leave.

II. General. An employee who is selected for jury duty shall notify the immediate supervisor of this selection without delay. An employee, regardless of shift assignment, who is on jury duty shall be permitted to be absent without loss of pay or charge to any leave for the day(s) of jury service. Upon request, the employee shall be responsible for providing documentation which verifies attendance. If, after reporting for jury duty, it is determined that the individual's services are not required and the individual is dismissed for the day, then the individual, time permitting, is required to return to the job.

IMPLEMENTATION PROCEDURES:

Each Chief Executive Officer shall develop procedures as necessary and submit a copy to the Chancellor.

Replacement for:

UM Personnel Policies and Rules for Classified Employees - Section VI.8 - Other Leave - Jury Service, page VI-14.

UM Personnel Policies and Rules for Associate Staff - Section I.6 - Leave for Jury Service, page 26.

Laws Relating to and Governing Policies and Procedures of the Board of Trustees of the State Universities and Colleges of Maryland, Section VI. Administrative Officers, page VI-3.

9. Legal Actions

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

(Approved by the Board of Regents, February 28, 1992)

I. PURPOSE AND APPLICABILITY.

To establish a leave category called Legal Action Leave for all regular administrative and classified employees which permits an employee, under certain circumstances, to be absent from duty without loss of any pay or without charge to the employee's accrued leave.

II. GENERAL

A. An employee who is summoned to appear in a court action, before a grand jury, before an administrative agency, or for a deposition, and is neither a party to the action nor a paid witness, may be absent from the job without loss of pay or charge to any leave.
B. If an employee is a paid witness in such an action, the absence may be charged to appropriate leave, or the employee may be granted a leave of absence without pay if the employee does not have sufficient leave to cover such an absence. If the employee merely receives the nominal court witness payment, the employee may endorse the check to the institution and not have the period charged against leave.
C. In either case, upon request the employee shall provide documentation to verify attendance.

IMPLEMENTATION PROCEDURES:

Each Chief Executive Officer shall develop procedures as necessary and submit a copy to the Chancellor.

Replacement for:

UM Personnel Policies and Rules for Classified Employees - Section VI.8 - Other Leave - Subpoena, page VI-14.

UM Personnel Policies and Rules for Associate Staff - Section I.7 - Leave to Answer a Subpoena, page 27.

Laws Relating to and Governing Policies and Procedures of the Board of Trustees of the State Universities and Colleges of Maryland, Section VI. Administrative Officers, page VI-3.

BOR III-12.00, Policy on Academic Administrators/Associate Staff Time Keeping Record, page 4.

10. Military Leave

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

(Approved by the Board of Regents, February 28, 1992; Amended December 6, 2002; Amended January 1, 2003; Amended October 17, 2003; Amended September 10, 2004)

I. PURPOSE AND APPLICABILITY:

To establish a leave category called Military Leave for all Exempt and Nonexempt Staff employees on Regular Status which permits an employee, under certain circumstances, to be absent from duty without loss of any pay or without charge to the employee's accrued leave.

II. GENERAL

A. MILITARY TRAINING LEAVE

An employee who is a member of the organized militia, of the Army, Navy, Air Force, Marine or Coast Guard Reserve, shall be entitled to a leave of absence for military training for a period of not more than 15 work days (pro-rated for part-time personnel) in any calendar year without loss of pay or charge to any leave.

B. ACTIVE MILITARY DUTY

An employee who is called-up to active military duty during a national or international crisis or conflict shall follow USM policies VII-7.24. For the period of July 1, 2003 through June 30, 2005, to the extent that there is any inconsistency between Section II of USM Policy VII.7.24 and Section II.C. of this Policy VII-7.23, Policy VII-7.23 shall take precedence.

C. MILITARY ADMINISTRATIVE LEAVE

An employee who is on active military duty, or activated for military duty on, or after July 1, 2003 through June 30, 2005, shall provide military orders that contain the employee's name, dates for activation, and purpose/type of activation and shall be entitled to receive Military Administrative Leave as follows:

1. Before starting an employee on Administrative Military Leave, the employee shall use the 15 days of Military Training Leave provided under section II.A., above.

2. An employee eligible to receive Military Administrative Leave under this section shall elect to use either Military Administrative Leave or paid accrued leave (Annual, Personal and/or Holiday Leave only).

3. The amount of compensation, while on Military Administrative Leave, shall be the amount, if any, by which the employee's state base salary exceeds the employee's active duty base salary paid by the Federal government. The employee shall continue to earn Annual, Personal, Holiday and Sick Leave on a prorated basis for only the hours paid by the State during this period of military duty.

4. The USM Administrative Leave-Active Military Duty worksheet shall be used to calculate the number of leave hours to be paid to the employee. The employee shall be notified in writing of the amount of leave hours to be paid each pay period.

5. The employee shall submit an initial and a final copy of his/her military pay stub or other official military personnel record which includes a current date and his/her military base pay rate.

6. Payroll deductions shall be made in the following order:
   a. taxes
   b. liens and levies
   c. deferred compensation
   d. other deductions

   In the event that the new State compensation is insufficient to cover all selected deductions, this ranked order shall be followed. The employee should make changes to his/her payroll deductions as appropriate for the new State compensation amount.

7. State health benefits (Medical, Prescription and Dental) may be continued at no cost to the employee for the duration of his/her active military duty status. There shall be no deductions for State Retirement contributions. Employees shall be billed directly by the State for Life Insurance, Personal Accidental Death and Dismemberment, Long-Term Care Insurance, and Flexible Spending Accounts, in order to continue these benefits.

8. Military Administrative Leave will cease on the termination date of the employee's original (or subsequently submitted extended) military orders or upon deactivation, whichever is earlier.

9. It is the employee's responsibility to notify his/her supervisor of the termination date of the active military duty. If the employee fails to notify his/her supervisor of the deactivation, and or chooses not to return to University employment, the employee shall be responsible for reimbursement for the paid leave used while not on active duty status and may be subject to disciplinary action. The period an individual has to report back to work after military service is based on USERRA /US Department of Labor regulations.

10. This section II.C. shall be abrogated on June 30, 2005.

IMPLEMENTATION PROCEDURES:

Each Chief Executive Officer shall identify his/her designee(s) as appropriate for this policy; shall develop procedures as necessary to implement this policy; shall communicate this policy and applicable procedures to his/her institutional community; and shall forward a copy of such designations and procedures to the Chancellor.

REPLACEMENT FOR:

UM Personnel Policies and Rules for Classified Employees - Section VI - Leave with Pay, page VI-14.

UM Personnel Policies and Rules for Associate Staff - Section I.5, Military Leave, page 26.

Laws Relating to and Governing Policies and Procedures of the Board of Trustees of the State Universities and Colleges of Maryland, Section VI. Administrative Officers, Page VI-3.

BOR III-12.00, Policy on Academic Administrators/Associate Staff Time Keeping Record, page 3.

REFERENCE:

Annotated code of Maryland, State Personnel and Pension Article, Section 9-1107; section subject to abrogation on June 30, 2005.

11. Military Leave for Call-Up to Active Duty During a National or International Crisis or Conflict

VII - 7.24 USM POLICY ON CALL-UP TO ACTIVE MILITARY DUTY DURING A NATIONAL OR INTERNATIONAL CRISIS OR CONFLICT FOR USM EXEMPT AND NONEXEMPT STAFF EMPLOYEES ON REGULAR STATUS.

(Approved by the Board of Regents, October 5, 2001; Amended December 6, 2002; Amended October 17, 2003; Amended September 10, 2004)

I. PURPOSE AND APPLICABILITY

The purpose of this policy is to provide procedures consistent with the health and retirement benefits programs administered by the State of Maryland; the USM policy on return to work; and the USM policies on tuition remission, upon call-up to active military duty during a national or international crisis or conflict by order of the President of the United States. The policy is not intended to take precedence over Article 65, Section 42, of the Annotated Code of Maryland and Federal law for orders to active military duty made by the Governor of the State of Maryland. For the period of July 1, 2003 through June 30, 2005, to the extent that there is any inconsistency between Section II of this Policy VII-7.24 and Section II.C. of Policy VII-7.23, Policy VII-7.23 shall take precedence.

The policy applies to full-time and part-time USM Exempt and Nonexempt Staff employees on Regular Status.

II. CONTINUATION OF HEALTH BENEFITS

A. Military Reserves - Paid Leave

1. Upon call-up to active military duty during a national or international crisis or conflict, an employee shall submit a copy of the military orders to his immediate supervisor and may elect to use accrued leave to remain on the payroll. In the absence of such an election, or upon the exhaustion of accrued leave, the employee shall be placed on Leave Without Pay Status.

2. While on the active payroll, a reservist shall have the same benefit deductions, unless the reservist files an Active Employee Enrollment Form to cancel any or all benefits within 60 days of entry into Active Duty. A copy of the military orders must be submitted with the Active Employee Enrollment Form. If the

Active Employee Enrollment Form is not completed to cancel any or all deductions, the same deductions shall continue as long as the employee remains on active payroll.

3. Personal Accidental Death and Dismemberment (PA&D) plan shall not provide benefits to anyone injured in military service. Benefits shall be provided, as appropriate, to a spouse or child if the employee has family coverage. A military reservist with PA&D "individual" coverage should cancel deductions while on paid leave status, as PA&D plan shall not honor any claims for the employee while on military duty. The employee can elect to continue PA&D "Family" coverage.

4. While on active military service, any medical care provided to the employee is through the military. All of the State medical plans have blanket exclusions for medical care rendered while a person is on active duty while serving in the military; this is a standard exclusion clause.

5. Dependents of military personnel on active duty are automatically covered by CHAMPUS, a federal military health program. An employee called to active duty may elect to discontinue state health benefits coverage for his or her dependents, relying upon CHAMPUS for dependent health care coverage. In the alternative, the employee may elect to continue state health benefits coverage for his or her dependents. As the dependents are not on active military duty, the state health benefits coverage shall be the primary coverage for these dependents.

B. Military Reserves - Leave without Pay

1. If the military reservist goes on a Leave Without Pay status, the employee may elect to continue benefits as a "Military LAW" employee. The employee should complete the "COBRA/LAW/Contractual/Part-time" Enrollment Form. The Institution Benefits Coordinator and Fiscal Officer should complete the agency verification portion of the form and identify the employee as "Military LAW" on the form. The Fiscal Officer should also complete the appropriate fiscal designation portion of the form.

2. Subsidization for Health, Prescription and Dental Plans: While on active military duty, the employee contribution and State contribution for health benefits shall continue if the reservist elects to continue health, prescription and dental plans. Accordingly, the employee shall not be billed for these

three types of benefits plans, if they choose to continue them while on Military LAW. Therefore, it is critical that the Fiscal Officer completes the fiscal designation portion of the form, as the USM shall be charged for the full amount of the premiums (employee plus State portions) for the health, prescription and dental plans.

3. Employee-Pay-All Plans (State Life Insurance, Flexible Spending Accounts, PA&D, State Long Term Care, USM Life Insurance, USM Long Term Disability, etc.). These types of benefits plans are "Employee-Pay-All" and are not subsidized. An employee who elects to continue these benefits shall be billed by the State and coupons shall be provided for payment to the State. State Long-Term Care, USM Life Insurance and USM Long Term Disability continuation payments shall be paid directly to the vendor. The premium payments while on the Military LAW will be post-tax and will not affect the employee's W-2 status.

4. When active duty is completed and the employee returns to USM employment, the employee must file an Active Employee Enrollment Form (with the discharge papers attached to the form) within 60 days of the discharge date to start benefit deductions from his/her University paycheck.

III. STATE RETIREMENT AND PENSION SYSTEMS

A. All employees called up for military service should complete MD Retirement Agency Form 46, "Application to be Placed on a Qualified Approved Leave of Absence." Although Form 46 is not formally for a leave of absence, it should be used to notify the Retirement Agency of the member's military activation. If a member has already been called up and cannot complete the form, the USM institution can submit it on behalf of the called-up employee.

B. If an employee returns to work within one year of release from active duty and did not accept other permanent employment, the employee will be reinstated in the pension/retirement system and will receive service credit for the term of the military service. The employee does not need ten years of creditable service to claim service for military action that interrupts membership. The employee shall submit Form 43, "Claim of Retirement Credit for Active Duty Military Service" with the proper military documentation when the employee returns to work.

C. Service credit will be given for up to five years of military service that interrupts membership. This is in addition

to the five years for military credit for service prior to membership.

D. An employee is not required to make up missed contributions. The member's missed contributions and employer's contribution costs are included in the annual valuation done by the actuary to determine the cost to employers.

E. Filing Date for Form 46 "Application to be Placed on a Qualified Approved Leave of Absence":

1. Military Leave Without Pay - the filing date on Form 46 shall be the date that the employee begins active duty.

2. Military Leave With Pay - the filing date on Form 46 shall be the date that the employee has exhausted all accrued leave and begins Leave Without Pay.

F. Military Reserves -Killed in the Line of Duty or Disability while on Leave With Pay

An employee who is killed in the line of duty or who sustains serious injuries, making it impossible for the member to return to work, and such death or injury occurs while on Leave With Pay Status, is entitled to the same death and disability benefits as an active employee. Surviving beneficiaries shall receive a lump sum payment of the annual salary plus contributions or, if the spouse law comes into effect a monthly check for life. If disabled during active duty military service, an employee still on Leave With Pay Status, may file for an ordinary disability benefit but not an accidental disability benefit.

G. Military Reserves - Disability or Killed in the Line of Duty while on Leave Without Pay

An employee killed in the line of duty, or who sustains serious injuries making it impossible to return to work, and such death or injury occurs while on Leave Without Pay Status, will not receive a death benefit or have the right to file for a disability benefit from the State Retirement Agency. If the employee should die, only the employee's contributions with interest will be paid to the beneficiary.

IV. OPTIONAL RETIREMENT PROGRAM - LEAVE WITH AND WITHOUT PAY

A. The activation date of approved military leave should be the

date that the employee is activated.

B. As a condition of membership in the Optional Retirement Program, no death benefit or right to file for a disability benefit from the State Retirement Agency is available.

C. While still on the payroll, employer contributions to the employee's ORP and State service credit shall continue.

D. No State service credit shall accrue, nor employer contributions shall be made, while the employee is on Leave Without Pay. Upon return to work, USM employer contributions shall resume.

V. USM TUITION REMISSION BENEFIT

A. An employee who is currently in a degree-seeking program and using tuition remission may continue to use tuition remission if called to active duty and stationed locally.

B. An eligible spouse/dependent currently in a degree-seeking program and using tuition remission may continue to use tuition remission.

C. If an employee is killed in the line of duty, spouse/dependent tuition remission benefits shall be provided in accordance with the USM Policy on Tuition Remission for Spouse and Dependents.

D. If an employee does not return to USM service, tuition remission for the employee, spouse and dependents shall terminate.

VI. REPORTING BACK TO WORK

The period an individual has to report back to work after military service is based on USERRA /US Department of Labor regulations.

IMPLEMENTATION PROCEDURES

Each Chief Executive Officer shall identify his/her designee(s) as appropriate for this policy; shall develop procedures as necessary to implement this policy; shall communicate this policy and applicable procedures to his/her institutional community; shall forward a copy of such designations and procedures to the Chancellor.

REPLACEMENT FOR:

N/A

REFERENCE:

Annotated Code Of Maryland, State Personnel and Pension Article, Section 9-1107; Section subject to abrogation on June 30, 2005.

12. Disaster Service Leave

VII - 7.26 - USM POLICY ON LEAVE DISASTER SERVICE

(Approved by the Board of Regents, October 11, 2002)

I. PURPOSE AND APPLICABILITY
This policy establishes the amount and use of paid leave for disaster service, and applies to all Regular and Contingent Category II Status Exempt and Nonexempt Staff employees of the University System of Maryland (USM). This policy is based on 1998 law, the Annotated Code of the Sate of MD, State Personnel and Pensions, Section 9-1102. As an Independent Personnel System, the USM is required by law to provide this leave.

II. GENERAL

A. Requirements for Leave with Pay - On request, an employee may be entitled to disaster service leave with pay if:
    1. the employee is certified by the American Red Cross as a disaster service volunteer; and
    2. the American Red Cross requests the services of the employee during a disaster that is designated at Level II or above in the regulations and procedures of the National Office of the American Red Cross.
B. Amount of Leave Allowed - An employee may use up to 15 paid days of disaster service leave in any 12-month period only after obtaining approval from the employee's appointing authority. The employer may deny the leave if the denial is based on the anticipated impact on the operational needs of the institution. Employees who are appointed to work less than 100% but at least 50% time may use disaster service leave on a pro rata basis.
C. Employment Status for Purposes of Certain Claims- For purposes of Worker's Compensation and the Maryland Tort Claims Act, while an employee is using disaster service leave, the employee is deemed not to be a State employee.

IMPLEMENTATION PROCEDURES:

Each Chief Executive Officer shall identify his/her designee(s) as appropriate for this policy; shall develop procedures as necessary to implement this policy; shall communicate this policy and applicable procedures to his/her institutional community; shall forward a copy of such designations and procedures to the Chancellor.

13. Accident Leave

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

(Approved by the Board of Regents, May 1, 1992; Amended November 12, 1993; Amended December 13, 1996; Amended April 16, 2004)

I. PURPOSE AND APPLICABILITY

Accident Leave is leave with two-thirds (2/3) of the employee's regular pay, and exempt from Federal and State Taxes, that 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. Only Regular Status Exempt and Nonexempt Staff employees who work 50% FTE or more shall be eligible for accident leave. An employee receiving work-related accident leave shall continue to accrue leave, seniority, and shall not be denied health care benefits with the subsidy allowed by the state solely because of the use of accident leave.

II. ADMINISTRATION

A. EMPLOYEE'S FIRST REPORT OF INJURY

The injured employee or someone on the employee's behalf shall provide the following to the employee's supervisor or the institution’s designated office:

1. oral or written notice immediately after the injury occurs; and

2. within three working days after the injury occurs, a physician's written certification that the employee is disabled by the injury.

B. SUPERVISOR'S REPORT

Upon having knowledge of an employee injury, the supervisor of the injured employee shall immediately notify the institution's designated office and forward to that office within 2 days following the injury a Supervisor's Report of Employee's Injury.

C. INSTITUTION REPORTS

The designated office, upon receipt of the supervisor's

report, shall:

1. file an Employer's First Report of Injury with the Injured Workers' Insurance Fund (IWIF);

2. inform the injured employee or someone on the employee's behalf of the employee's right to file a claim with the Workers' Compensation Commission; and

3. determine if the injury would likely be compensable under the workers compensation statute.

D. PERIOD OF ACCIDENT LEAVE

Having made the determination that the injury would likely be compensable under the Workers' Compensation statute, the institution shall grant Accident Leave to an employee beginning on the first day of absence from work because of the disability. Accident Leave shall be terminated on the earlier of (1) the date that the employee is able to return to his/her official duties, or modified duties designated by the institution, as certified in writing by a physician; or (2) six months from the original date of disability.

E. LEAVE FOR CONTINUING TREATMENT

If the employee returns to his/her official duties, or modified duties designated by the institution, prior to six months following the date of the disability, Accident Leave may be granted for continuing treatment of the original injury, as certified in writing by a physician selected or accepted by the institution, for a period up to six months from the original date of disability.

F. ADDITIONAL 6 MONTH LEAVE

Accident leave may be granted for up to an additional six months if a physician selected or accepted by the institution certifies that the employee continues to be disabled. When an employee continues to use accident leave beyond a six month period, the timekeeper shall record the accident leave as Accident Leave With Pay on the first day immediately following the end of the initial six month period from the original date of disability. Accident leave with pay beyond six months is additionally exempt, by federal law, from Social Security taxes.

G. NOTICE OF NONCOMPENSABILITY

Notwithstanding the above provisions D, E, and F, Accident Leave shall terminate on the date the institution receives

notice that the injury has been determined to be noncompensable from (1) the Workers' Compensation Commission; or (2) in the absence of a determination from the Workers' Compensation Commission, from the Injured Workers' Insurance Fund.

H. REIMBURSEMENT BY EMPLOYEE TO INSTITUTION

If the institution receives notice of noncompensability as specified under paragraph G above, the institution shall correct the employee's leave record to reflect a conversion of any Accident Leave that was granted in advance of the notice to leave with pay or, if the employee does not have accrued leave with pay, to leave without pay. The employee shall be obligated to reimburse the institution for any Accident Leave advanced under this policy for an injury that is subsequently determined to be noncompensable.

I. USE OF LEAVE OTHER THAN ACCIDENT LEAVE

Prior to receipt of a determination of compensability from IWIF, an employee must be placed on accident leave and the institution may not approve use of other leave unless there is a reasonable basis for believing that the injury is non-compensable. Only if the injury is believed to be non-compensable, may the institution place the employee on sick, annual or other available leave prior to receipt of a determination by IWIF. If an employee exhausts all available accident leave and provides medical certification that the employee is unable to return to work because of the work-related injury, an institution may require an employee to seek temporary total disability payments under the workers' compensation act.

III. TEMPORARY TOTAL BENEFITS

An injured employee will only be entitled to temporary total benefits for loss of wages according to the Workers' Compensation Act (herein referred to as "temporary total benefits"), after all available accident leave has been used. The institution shall approve the employee's use of other available leave with pay, including sick leave, annual leave, personal leave, compensatory leave and holiday leave, only after the employee has exhausted all available accident leave and received all temporary total (or partial) benefits for which he is eligible. In the event an employee uses sick leave for the time period for which he subsequently is awarded benefits pursuant to the Workers' Compensation Act, the institution authorizes use of the sick leave with the understanding and agreement that:

A. It constitutes an advance payment of temporary total or temporary partial disability benefits due under the Maryland Workers' Compensation Act; and

B. The State's obligation to pay temporary total (or partial) disability benefits under the Workers' Compensation Act shall be offset on a dollar for dollar basis by the gross amount of payments received by the employee while on sick leave for the same period of time.

After the injured employee has used all available accident leave, temporary total benefits and accrued leave, the employee will be placed on a Leave Of Absence Without Pay. This leave without pay shall expire once the employee has used a total of two years of leave, both paid and unpaid.

IV. MEDICAL AND HOSPITAL EXPENSES

Medical and hospital expenses may be paid on behalf of an injured employee according to the Workers' Compensation Act.

V. MEDICAL EVALUATION

The IWIF or the institution, or both, may refer an injured employee to a physician(s) for periodic examination to determine the nature and extent of the injury, the employee's progress toward recovery, the length of time necessary for recovery, and an estimated date of return to work. An institution referring an employee to a physician shall file with IWIF a report stating the circumstances of referral and the physician's prognosis.

VI. SUBROGATION

If someone other than the employee or the institution causes an injury for which work-related accident leave is taken, the institution, after notice to the injured employee, shall be subrogated to the rights of the employee to the extent of any compensation paid or owed. If (1) within 90 days after the employee receives such notice from the institution, the employee fails to enforce a claim against the third person, or (2) within a reasonable time after giving the institution notice of an intent to enforce the claim against such third person the employee fails to take action to enforce the claim, the institution, in its own name and for its own benefit may bring or join in an action against such third person.

IMPLEMENTATION PROCEDURES:

Each Chief Executive Officer shall identify his/her designee(s) as appropriate for this policy; shall develop procedures as necessary to implement this policy; shall communicate this policy and applicable procedures to his/her institutional community; and shall forward a copy of such designations and procedures to the Chancellor.

REFERENCES:

UM Board of Regents Manual, Section III - 11.02, Procedures for Accident Leave for Faculty and Academic Administrators; November 19, 1986.

REPLACEMENT FOR:

UM Personnel Policies and Rules for Classified Employees - Section VI Accident Leave, Page VI-11.

UM Personnel Policies and Rules for Associate Staff - Section I.c Leave with Pay, Page 22-25.

14. Family and Medical Leave

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

(Approved by the Board of Regents, August 27, 1993; Amended April 16, 2004; Amended October 22, 2004)

I. PURPOSE AND APPLICABILITY

The purpose of this policy is to implement the Family and Medical Leave Act of 1993 (FMLA), P.L. 103-3. This policy applies to all University System of Maryland (USM) Exempt and Nonexempt Staff employees on Regular Status. Under certain circumstances it is the policy of the USM to provide eligible employees up to a maximum of twelve (12) weeks of unpaid leave during a twelve (12) month period for certain family and certain serious health condition reasons.

II. TERMS AND DEFINITIONS

The following terms and definitions shall apply for purposes of this policy:

A. Accrued Leave - Earned and unused annual leave, holiday leave, sick leave, compensatory leave, and unused personal leave.

B. Alternative Position - A position to which an eligible employee may be temporarily reassigned during a period of intermittent Family and Medical (F&M) leave and/or reduced schedule. The alternative position shall have the same benefits and pay as the position from which the eligible employee was reassigned.

C. Care - "to take care of" or "to care for". The term care is intended to be read broadly to include both physical and psychological care. The language applies to the period of inpatient care and home care as well.

D. Child - A person who is the son or daughter of an eligible employee and who is under eighteen (18) years of age; or, eighteen (l8) years of age or older and incapable of self-care because of a mental or physical disability during the period of the serious illness. The son(s) and/or daughter(s) may be the biological, adopted, step or foster child(ren) of the eligible employee. The term “child” shall also include someone who is the legal ward of the eligible employee or someone for whom the eligible employee has provided sufficient, notarized affidavit(s) and proof of financial dependence that he/she is standing in loco parentis.

E. Eligible Employee - An employee who has been employed for a total of at least twelve (12) months as a USM or a State of Maryland employee; and who has worked for at least one thousand and forty (1,040) hours during the twelve (12) month period immediately prior to the beginning date of the leave as a USM or State of Maryland employee. For part-time employees on at least a 50% basis, the minimum number of hours required for eligibility shall be prorated. For convenience, within the text of this policy the term "employee" instead of "eligible employee" shall be used.

F. Equivalent Position - A position at the institution to which an eligible employee may be restored upon the completion of the F&M leave. The equivalent position shall have the same benefits, pay, and other terms and conditions of employment as the position from which the eligible employee took leave.

G. Health Care Providers - Are Doctors of Medicine or Osteopathy, Podiatrists, Dentists, Clinical Psychologists, Optometrists, Chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist), nurse practitioners and nurse

midwives, as authorized to practice by the State of Maryland, Christian Science Practitioners listed with the First Church of Christ Scientist in Boston; and Licensed Clinical Professional Counselor.

H. Immediate Family Member - is the eligible employee's parent(s), spouse, or child(ren), or legal dependent(s).

I. In Loco Parentis - "In the place of a parent; instead of a parent; charged, factitiously, with a parent's rights, duties and responsibilities." Any eligible employee claiming an in loco parentis relationship with a child, or any eligible employee claiming to be the child of an in loco parentis relationship may be requested to provide documentation of such relationship.

J. Institution - is the employing USM institution; the USM institution from which the eligible employee is taking leave.

K. Key Employee - a salaried F&M eligible employee who is among the highest paid ten (10) percent of all the employees employed by the institution within 75 miles of the eligible employee's workplace.

L. Parent - is the eligible employee's biological, adoptive, or foster mother or father, or someone who stood in loco parentis to the eligible employee when the eligible employee was a child.

M. Restoration - as used within the FMLA and used within this policy, restoration is an institutional guarantee that at the conclusion of the F&M leave the eligible employee will be returned either to the same position from which he/she took leave, or to an equivalent position within the same job classification.

N. Serious Health Condition - is an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or home care, or continuing treatment by a health care provider. A serious health condition is also intended to cover conditions or illnesses that affect the eligible employee's health or the health of the eligible employee's immediate family to the extent that the family member is in the hospital or other health care facility or at home and unable to care for his/her own basic hygienic or nutritional needs or safety such that the eligible employee must be absent from work on a regular and recurring basis for more than a few days for treatment or recovery. F&M leave is not intended to cover minor illnesses

that last less than four days and short term medical and/or surgical procedures that require only a brief recovery period of less than four days which are normally handled through sick leave. With respect to the eligible employee, a serious health condition means that the employee must be incapacitated from performing the essential functions of his/her position.

O. Examples of serious health conditions applicable to the employee or the employee's immediate family member include, but are not limited to: heart conditions requiring heart bypass or valve operations; most types of cancer; back conditions requiring extensive therapy or surgical procedures; severe respiratory conditions; appendicitis; emphysema; spinal injuries; pneumonia; severe arthritis; severe nervous disorders; injuries caused by serious accidents; ongoing pregnancy, miscarriages, complications or illnesses related to pregnancy, such as severe morning sickness, the need for prenatal care, childbirth, and recovery from childbirth. Additional examples are an employee or immediate family member whose daily living activities are impaired by such conditions as Alzheimer's disease, stroke, or clinical depression, who is recovering from major surgery, or who is in the final stages of a terminal illness.

P. Spouse - the person to whom the eligible employee is legally married -- a husband or a wife.

Q. Twelve (12) Month Period – shall be defined in the institution's implementation procedures to indicate whether the twelve months are based on a calendar year or a "rolling twelve month period", for uniform treatment of all employees at that institution.

III. REASONS FOR LEAVE

A. Employees are entitled to take F&M leave for the following reasons:

- the birth of the employee's child,
- the placement of a child with the employee for adoption or foster care,
- the need to take care of the employee's child within a twelve (12) month period from birth or placement,
- the need to take care of the employee's immediate family member who has a serious health condition, and
- the serious health condition of the employee.

B. Additionally, requests for leave to take care of the employee's school-age child under the age of fourteen (14) during

school vacations may be granted to the extent that the leave does not create a hardship with respect to the operational needs and work schedules of the applicable institutional unit.

IV. FAMILY AND MEDICAL LEAVE ENTITLEMENT

A. Employees are entitled to a maximum of twelve (12) workweeks (60 days) of F&M leave within a twelve (12) month period. F&M leave can be taken continuously or, under certain circumstances, on a reduced F&M leave schedule, or intermittently over the course of a twelve month period. F&M leave entitlement shall not be carried over from a twelve month period to the subsequent twelve month period.

B. The actual F&M leave entitlement shall be based on the employee's percentage of full time work for the twelve month period immediately prior to the beginning date of the F&M leave; and, shall be integrated with the amount of other leave taken for F&M-related reasons during the twelve month period within which the F&M leave is to begin.

C. Employees who regularly worked full-time (40 hours per week) are entitled to a maximum of twelve (12) workweeks (60 days/480 hours) of F&M leave in a twelve month period. Employees who worked part-time (less than 40 hours per week), on at least a 50% basis, are entitled to a prorated share of the twelve (12) week/sixty (60) day/480 hour maximum.

V. INTEGRATION OF OTHER LEAVE TAKEN WITH FAMILY AND MEDICAL LEAVE ENTITLEMENT

Actual F&M leave entitlement shall be based on the employee's use of other leave during the twelve month period within which the F&M leave begins. The employee's use of the following types of leave shall be deducted from the actual F&M leave entitlement:

- Any prior F&M leave taken within the applicable year
- Sick leave withdrawn from the USM Leave Reserve Fund within the applicable year
  Extended sick leave used within the applicable year
  Accident leave used within the applicable year
- Any type of unpaid leave for reasons related to family and medical circumstances taken within the applicable year.

VI. INTERMITTENT OR REDUCED LEAVE

A. In the case of a documented medical necessity, an employee shall be entitled to intermittent leave and/or a reduced schedule that reduces regular hours per workday or workweek for purposes of the employee's or the immediate family member's serious health condition. The employee shall attempt to schedule intermittent leave or leave on a reduced schedule so as not to disrupt the operations of the institution's applicable unit.

B. Employees may be granted leave that reduces regular hours per workday or workweek for reasons of child birth, placement with the employee of a child for adoption or foster care, or care for a newborn child to the extent that the intermittent or reduced leave does not represent an undue hardship to the operations and work schedules of the applicable institutional unit.

C. The Chief Executive Officer (CEO) or designee may temporarily reassign an employee on intermittent or reduced F&M leave to an alternative position that better accommodates reduced or intermittent periods of leave.

VII. SPOUSES EMPLOYED BY THE SAME USM INSTITUTION AND UNIT

A. If spouses work at the same USM institution or in the same institutional unit, each spouse shall be entitled to a separate, individual, maximum family and medical leave eligibility amount.

B. The amount of leave for which one spouse may be eligible, or

the amount of leave used by one spouse shall not limit or enhance the leave amount or the leave usage of the other spouse.

C. Spouses shall be entitled to take leave simultaneously or in succession and in any portion of their respective individual maximum for reasons of a serious health condition of the employee and for the serious health condition of the employee's immediate family members. Requests for simultaneous F&M leave by spouses employed by the same institutional unit may be granted for reasons of child birth, placement with the employee of a child for adoption or foster care, or care for a newborn child, to the extent that simultaneous leaves do not create a hardship with respect to the operational needs and work schedules of the applicable institutional unit.

VIII. COMPENSATION DURING LEAVE

F&M leave is an unpaid leave. However, based upon either the election of the employee or the requirement of the CEO or designee and in accordance with USM's and the institution's existing leave procedures, accrued paid leave shall be substituted for all or any part of the F&M leave.

IX. JOB PROTECTION

A. Except as provided in IX. B., C., D., and F., employees returning to work at the conclusion of a F&M leave shall be restored to their former position with the pay, benefits and terms and conditions of employment that they enjoyed immediately prior to the F&M leave.

B. An employee is not entitled to restoration if the CEO or designee determines that the employee had been hired for a specific term or only to perform work on a specific project defined in writing and the term or project is over and the institution would not otherwise have continued to employ the employee.

C. 1.If at any point prior to or during the F&M leave the CEO or designee determines that the employee's former position cannot be held available for the duration of the leave, the CEO or designee, at the conclusion of the leave, shall restore the employee to an equivalent position.

2. If the determination of an inability to hold the former position available occurs after the F&M leave begins, the CEO or designee shall immediately notify

the employee in writing of details associated with the decision and the details of the equivalent position to which the employee will be restored. The employee shall have the right to return within fifteen (15) working days from receipt of such notice to keep his/her former position.

D. If there are reductions in the work force while the employee is on F&M leave and he/she would have lost his/her position had he/she not been on leave, then except as provided under UMS Policy on Layoff and UMS Policy on Reinstatement, there is no obligation to restore the employee to his/her former or equivalent position.

E. If there are increases or decreases in pay, benefits, or other terms and conditions of employment while the employee is on F&M leave and he/she would have had his/her pay, benefits, or other terms and conditions of employment changed were he/she not on leave, then except as provided under applicable USM policy, the employee shall be restored consistent with current, applicable, appropriate pay, benefits and other terms and conditions of employment.

F. Restoration of Key Employees

1. If it is necessary to prevent substantial and grievous economic injury to the employing USM institution, the CEO may deny restoration to a key employee, provided that the employee was notified of his/her status as a key employee at the time the F&M leave was requested or commenced, whichever was earlier

2. If the CEO or designee believes that restoration may be denied to a key employee, then at the time the F&M leave is requested (or when leave commences, if earlier) or as soon as practicable thereafter, the CEO or designee shall provide the key employee with written notification of the potential terms, conditions and consequences of the leave. Notification shall include at least the following: a) notification of the fact that he/she qualifies as a key employee; and b) potential consequences with respect to restoration and maintenance of health benefits. Failure to provide such timely written notice shall result in the loss of the right to deny restoration to a key employee even if substantial and grievous economic injury will result from such restoration.

3. As soon as the CEO or designee makes a good faith determination, based on the facts available, that substantial and

grievous economic injury to the institution will result if the key employee who has requested or who is using F&M leave is restored, the employee shall be given written notice either in person or by certified mail of the following: a) that F&M leave cannot be denied; b) notification of the CEO's/designee's intention to deny restoration upon completion of the F&M leave; and c) an explanation of why restoration will result in substantial and grievous economic injury.

4. When practicable, the CEO shall provide the notice described in IX., F., 3. at least one calendar week prior to the employee starting the leave. If such notice is provided after the leave commences, then the CEO also shall provide the employee a period of at least fifteen (15) working days from receipt of the notice to return to his/her position.

5. If a key employee does not return to work in response to the notification of intent to deny restoration, the employee continues to be entitled to maintenance of health benefits through the scheduled leave and the institution cannot recover its share of premiums unless and until the employee gives notice that he/she does not wish to return to work or the institution actually denies restoration at the conclusion of the leave.

6. After notice to a key employee has been given that substantial and grievous economic injury will result if the employee is restored to employment, an employee is still entitled to request restoration at the end of the leave period even if the employee did not return to work in response to the CEO's/designee's notice. Based on the facts at that time, the CEO or designee must then determine whether there will be substantial and grievous economic injury from restoration. If it is determined that substantial and grievous economic injury will result, the CEO or designee shall notify the employee in writing (in person or by certified mail) of the denial of restoration.

X. STATUS OF BENEFITS WHILE ON FAMILY AND MEDICAL LEAVE

A. An employee who is granted an approved F&M leave under this policy shall continue to be eligible for all employment benefits that he/she enjoyed immediately prior to the F&M leave.

B. An employee on F&M leave for reasons noted in Section III. A. may elect to continue employer-subsidized health care benefits during the period of leave. The CEO or designee shall provide advance written notice to the employee of the terms and conditions under which premium payments are to be made by the

employee. The subsidy shall cease if an employee gives notice that he/she no longer wishes to return to work. The institution shall recover its share of health premiums during unpaid F&M leave if the employee fails to return to work, or returns to work but fails to stay thirty (30) calendar days, unless the reason for not returning or staying is due to the continuation, recurrence or onset of a serious health condition or other circumstances beyond the employee's control.

C. An employee on F&M leave for reasons noted in Section III. B. may elect to continue health care and other benefits, as permitted by law or regulation, by paying the full cost of the benefits, including the share ordinarily paid by the employer.

D. Except as noted in Section IX, Job Protection, upon return from leave an employee shall be restored with all the rights, benefits and privileges enjoyed prior to the leave.

E. While on any unpaid portion of a F&M leave, an employee shall not earn or accrue any additional leave or seniority credits.

F. An employee may elect to purchase service credit at the time of retirement for prior leaves without pay that are qualified by the Maryland State Retirement and Pension Systems. Upon approval of a leave without pay, an employee shall follow the institution procedure to assure that this option may be exercised.

XI. NOTICE OF FAMILY AND MEDICAL LEAVE

Regardless of the reason for the F&M leave an employee shall give at least thirty (30) calendar days notice and provide the appropriate medical certification or legal certification of adoption (as soon as practicable) or foster child placement, before taking a F&M leave. When the need for leave is not foreseeable, an employee shall give notice as soon as practicable but no less than two (2) working days of learning of the need for leave. If this is not possible due to a medical emergency, then the employee or the employee's designee shall give written notice and provide the appropriate certification as soon as practicable.

XII. MEDICAL CERTIFICATION

A. For leaves related to serious health conditions and to child birth, the employee shall provide medical certification(s) from the employee's or family member's health care provider. The

employee shall have fifteen (15) calendar days to obtain the medical certification unless not practicable to do so despite the employee's diligent good faith efforts. Such certification shall include but not be limited to:

- A diagnosis of the nature and extent of the condition giving rise to the use of F&M leave,
- Date condition commenced,
- Regimen of treatment to be prescribed,
- The duration of absence from work,
- In the case of the employee's serious health condition, certification that the employee is unable to perform the essential functions of his/her position and prognosis of the employee's ability to return to his/her position,
- In the case of the employee's need to care for a seriously ill family member, certification of the necessity for and duration of the employee's presence; of the requirements of inpatient care; and of assistance for basic needs, safety and transportation,
- Title and original signature of an accredited, licensed or certified medical provider.

B. The CEO or designee may require a second medical opinion at the institution's expense. In the case of conflicting opinions, the opinion of a third health care provider, agreed upon by both employee and the CEO or designee and obtained at the institution's expense, shall be final. The second and third opinions shall not be provided by individuals who are employed on a regular basis by the institution.

C. The CEO or designee may require reasonable recertification as the F&M leave continues, and may require an employee to provide periodic progress reports as to the serious health condition for which he/she is taking leave and the employee's ability to return to work at the end of the leave.
Recertification shall not be requested more often than every thirty (30) calendar days unless the employee requests an extension of F&M leave, changed circumstances occur during the illness or injury, or the institution receives information that casts doubt upon the continuing validity of the most recent certification.

D. Consistent with FMLA and other applicable laws, all medical-related documentation will be kept confidential and maintained in a file separate from the employee's official institutional personnel file.

XIII. SCHEDULING OF TREATMENT IN INSTANCES OF SERIOUS HEALTH CONDITIONS

A. In instances of the serious health condition of a family member or of the employee himself or herself, and in keeping with the requirements of the appropriate health care provider, the employee shall make reasonable efforts to schedule any medical treatments so as not to disrupt unduly the operations of the applicable institutional unit.

B. During the course of the treatment and as the CEO or designee deems appropriate, the employee may be requested to provide certification from the appropriate health care provider of the unavailability of treatment during non-work time, or at times that are less disruptive to the operations of the employee's unit.

XIV. PROVIDING INFORMATION ABOUT F&M LEAVE

Regardless of the reason for the leave, an employee shall provide complete, accurate and timely information related to a request for, continuation of, modification(s) to, and return from a F&M leave.

XV. ABUSE OF F&M LEAVE

The CEO or designee shall review, investigate and resolve suspected cases of bad faith, fraud or abuse of the F&M leave program. Cases of bad faith, falsification of documents, or fraudulent information related to the F&M leave provided to the institution, or other abuses of the F&M leave program, may result in but are not limited to: revocation of the leave, refusal to restore, recovery of institutional costs for paid-time leave and insurance benefits premiums, and disciplinary action up to and including termination.

XVI. EARLY RETURN FROM LEAVE

An employee interested in returning to work from a F&M leave prior to the agreed upon end of the leave date shall provide the CEO or designee with a written request at least thirty (30) calendar days prior to the date on which the employee is interested in returning. The CEO or designee shall make a good faith effort to restore the employee to his/her former or an equivalent position as soon as possible at the employee's request but no later than the thirty (30) calendar day notice provided by the employee.

XVII. EXTENSIONS OF LEAVE

Employees may extend the date of return from a F&M leave to the extent that they have F&M leave entitlement available. A request for an extension of F&M leave shall be considered under this policy as if it was an initial request.

XVIII. FAILURE TO RETURN FROM LEAVE

A. An employee who will not be returning to the institution at the conclusion of a leave shall notify the CEO or designee in writing as soon as practicable. In the absence of written notification, failure to return from leave shall be interpreted as a resignation.

B. If applicable, any benefit entitlements based upon length of service shall be calculated as of the employee's last paid day.

C. Employer costs of any payments made to maintain the employee's benefit coverage when on unpaid F&M leave shall be recovered if an employee fails to return to work as described in Section X.B.

The CEO or designee may request certification of reasons for the employee's failure to return to work.

XIX. MISCELLANEOUS

A. The CEO or designee is under no obligation to immediately restore an employee whose return from leave does not coincide with the normal operating schedule of the institution or the normal work schedule of the employee's unit, or restore an employee whose return date is inconsistent with the terms and conditions of the employee's appointment.

B. Entitlement to begin F&M leave for reasons of child birth, placement with the employee of a child for adoption or foster care, or care for a newborn child expires by no later than the 364th day after the date of birth or placement. Any such F&M leave must be concluded within this one-year period.

C. When F&M leave is taken by an employee on probation status, the probationary period shall be adjusted upon the return of the employee by the length of time used for F&M leave.

IMPLEMENTATION PROCEDURES:

Each Chief Executive Officer shall identify his/her designee(s), if appropriate, for this policy; shall develop procedures as necessary for the posting, record-keeping and implementation of this policy; and shall communicate this policy and applicable procedures to members of his/her USM institution.

15. Reinstatement

VII - 9.60 - POLICY ON SALARY UPON REINSTATEMENT

(Approved by the Board of Regents, June 9, 1995, EFFECTIVE July 1, 1996. Please refer to the "replacement for" section of this policy.)

I. Purpose and Applicability

This policy establishes the guidelines by which the salary for a position in a job class shall be determined when the position is to be held by an individual eligible for reinstatement to UMS service. This policy applies to reinstatements to all nonexempt -- maintenance, office, service, and technical staff.

II. Salary Upon Reinstatement

The institution's Chief Executive Officer or designee shall have the flexibility to authorize a salary for a position to be occupied by an individual eligible for reinstatement in keeping with the following provisions:

A. Reinstatement to the Same Job Class

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

B. Reinstatement to a Job Class with a Higher Maximum Salary

   Upon reinstatement to a position within a job class that has a higher maximum salary than the job class at the time of the individual's most recent separation, the individual's salary shall be no less than the salary the individual held at the time of most recent separation from UMS service, but no less than the minimum salary for the job class.

C. Reinstatement to a Job Class with a Lower Maximum Salary

   Upon reinstatement to a position within a job class that has a lower maximum salary than the job class at the time of the individual's most recent separation, the individual's salary shall be no more than the salary received at the time of

separation. The Chief Executive Officer or designee shall determine the individual's salary within the range.

IMPLEMENTATION PROCEDURES:

Each Chief Executive Officer shall identify his/her designee(s), if appropriate, for this policy; shall develop procedures as necessary to implement this policy; and shall forward a copy of such procedures to the Chancellor.

REPLACEMENT FOR:

The following policies as they apply to non-exempt employees of the UMS only are replaced effective July 1, 1996. However, Exempt employees will continue to be covered under such applicable existing policies until such time as revised policies governing Exempt employees are approved.

UM Personnel Policies and Rules for Classified Employees, Section III, Compensation - Reinstatement, pages III-3, III-4.

Additionally, this policy supersedes, in whole or in part, any policy(ies) and/or procedure(s) established by the Regents, Trustees, Presidents, or their designees, of the former institutions of the University of Maryland, and of the former State Universities and Colleges, and of the Regents of the University of Maryland System that are in conflict with this policy's purpose, applicability, or intent, that may have been overlooked and not included as a specific citation under "Replacement for."