MEMORANDUM OF UNDERSTANDING

between

Salisbury University (SU)

And

Maryland Classified Employees Association (MCEA)

Nonexempt Employee Group

Effective November 13, **2020**
To November 12, **2023**

Contents

PREAMBLE 7
ARTICLE – 1 RECOGNITION AND UNIT DESCRIPTION 8
Section 1.1 – Exclusive Representative 8
Section 1.2 – Description of Bargaining Unit 8
Section 1.3 – Classification and Pay Plan 8
Section 1.4 – Integrity of the Bargaining Unit 9
ARTICLE 2 – NON-DISCRIMINATION 10
Section 2.1 – Prohibition Against Discrimination 10
Section 2.2 – Union Membership/Activity 11
Section 2.3 – Representation 11
ARTICLE 3 – UNIVERSITY RIGHTS 11
ARTICLE 4 – UNION RIGHTS 12
Section 4.1 – Bulletin Board 12
Section 4.2 – Meeting Space 12
Section 4.3 – Access to Employees 12
Section 4.4 – Administrative Leave for Union Activities 13
Section 4.5 – Routine Office Supplies 14
Section 4.6 – Mail Service and E-Mail 14
Section 4.7 – Union Activity During Working Hours 15
Section 4.8 – Union Filing Cabinet 15
Section 4.9 – Distribution of Information 15
Section 4.10 – Employee Orientation 15
Section 4.11 – Information Provided to Union 16
Section 4.12 – Exclusivity 16
Section 4.13 –Employee Representatives 16
ARTICLE 5 – HOURS OF WORK, WORKWEEK, SCHEDULES, STAFFING 16
Section 5.1 – Workweek and Work Schedules 16
Section 5.2 – Work Schedule Changes 17
Section 5.3 – Meals 17
Section 5.4 – Timesheets 18
Section 5.5 – Work Breaks 18
Section 5.6 – Shift Assignments 19
ARTICLE 6 – OVERTIME, SHIFT DIFFERENTIAL, ON-CALL AND CALL-BACK COMPENSATION, LIGHT DUTY 19
Section 6.1 – Overtime 19
Section 6.2 – Compensatory time 20

Section 6.3 – Call-Back Pay 20
Section 6.4 – On-Call Pay 21
Section 6.5 – Shift Differential 21
Section 6.6 – Telecommuting, Flex-time, and Compressed Workweek 22
Section 6.7 – Modified Duty 22
Section 6.8 – Essential Pay 22
ARTICLE 7 – HOLIDAYS 23
Section 7.1 – Recognized Holidays 23
Section 7.2 – Holiday Guidelines 24
ARTICLE 8 – PERSONAL LEAVE 25
ARTICLE 9 – ANNUAL LEAVE 26
Section 9.1 – Accrual 26
Section 9.2 – Approval of Annual Leave 27
Section 9.3 – Annual Leave Selection Process 27
Section 9.4 – Accumulated Annual Leave 27
Section 9.5 – Payment Upon Separation 28
ARTICLE 10 – SICK AND SAFE LEAVE 28
Section 10.1 – Purpose 28
Section 10.2 – Definitions 28
Section 10.3 – Rate of Earnings and Accumulation of Sick and Safe Leave 29
Section 10.4 – Use of Sick and Safe Leave 29
Section 10.5 – Verification of Absences charged to Sick and Safe Leave; Definitions 31
Section 10.6 – Documentation and Abuse of Sick and Safe Leave 32
Section 10.7 – Fitness for Duty 33
Section 10.8 – Advanced Sick Leave 34
Section 10.9 – Extended Sick Leave 36
Section 10.10 – Leave Reserve Fund 38
Section 10.11 – Expenditure of Sick Leave 38
ARTICLE 11 – ACCIDENT LEAVE 38
ARTICLE 12 – FAMILY AND MEDICAL LEAVE 39
ARTICLE 13 – LEAVE OF ABSENCE WITHOUT PAY 40
ARTICLE 14 – ADMINISTRATIVE LEAVE 40
ARTICLE 15 – MILITARY LEAVE 40
Section 15.1 – General 40
Section 15.2 – Call-up to Active Military Duty during a National or International Crisis or Conflict 41
ARTICLE 16 – WAGES 41
Section 16.1 – FY 2020 and USM Salary Directives 41

Section 16.2 – Acting Capacity Pay 41
Section 16.3 – Compression Adjustments 41
ARTICLE 17 – PERFORMANCE EVALUATIONS 43
Section 17.1 – Performance Ratings 43
Section 17.2 – End of Probation Performance Appraisals 44
Section 17.3 – End of Year Performance Appraisal 44
Section 17.4 – Deficient Performance 46
Section 17.5 – Changes to Performance Evaluation Process 46
ARTICLE 18 – TRANSPORTATION EXPENSE 46
ARTICLE 19 – HEALTH, SAFETY, AND WELFARE 47
Section 19.1 – Duty for Safe Work Environment 47
Section 19.2 – Unsafe Work Conditions 47
Section 19.3 – Personal Protective Clothing and Equipment 47
Section 19.4 – Workplace Violence 47
ARTICLE 20 – PERSONNEL FILE 48
ARTICLE 21 – JOB RECLASSIFICATION AND POSITION CHANGE OPPORTUNITIES 49
Section 21.1 – Job Reclassification Procedures 49
Section 21.2 –Salary Upon Promotional Reclassification or Promotional Transfer 51
Section 21.3 –Salary Upon or Competitive Transfer Demotion 51
Section 21.4 – Pay on Reclassification Demotion/Disciplinary 52
Section 21.5 – Salary Upon Lateral Transfer or Lateral Reclassification 52
Section 21.6 – Competitive Position Change Opportunities for Bargaining Unit Positions – Notice of Opportunity 52
Section 21.7 –Position Change Qualifications 53
Section 21.8 –Position Change Process 53
ARTICLE 22 – JOB SPECIFICATION, JOB DESCRIPTION 54
ARTICLE 23 – TRAINING 54
Section 23.1 – Training 54
Section 23.2 – Accreditation, Licensure, or Certification 55
Section 23.3 – Attendance at Job Interviews 55
ARTICLE 24 – DISCIPLINE AND DISCHARGE 55
Section 24.1 – Progressive Discipline 55
Section 24.2 – Disciplinary Actions 56
Section 24.3 – Right to Union Representation 56
Section 24.4 – Time Limits 56
Section 24.5 – Termination with Prejudice 57
Section 24.6 – Progressive Discipline Steps 57

ARTICLE 25 – GRIEVANCE PROCEDURE & SPECIAL ACTION APPEALS 59
Section 25.1 – Definition 59
Section 25.2 – General Provisions 59
Section 25.3 – Procedure 61
Section 25.4 Special Grievances 63
ARTICLE 26 - OTHER LEAVE 63
Section 26.1 – Jury Duty 63
Section 26.2 – Leave for Service as an Election Judge 63
ARTICLE 27 – SENIORITY 64
Section 27.1 – General 64
Section 27.2 – Formula for Establishing Seniority Points for Layoff Purposes 64
Section 27.3 – Probationary Periods and Seniority 64
Section 27.4 – Seniority following Reinstatement 65
ARTICLE 28 – INSURANCE AND BENEFITS 65
Section 28.1 – General 65
Section 28.2 – Open Enrollment 65
ARTICLE 29 – EMPLOYEE ASSISTANCE PROGRAM 66
Section 29.1 – General 66
Section 29.2 – Referrals 66
ARTICLE 30 – DRUG AND ALCOHOL TESTING 67
ARTICLE 31 – WORK FACILITIES 67
Section 31.1 – Employee Meal Room 67
Section 31.2 – Lockers 67
Section 31.3 – Parking Facility 67
Section 31.4 – Access to Campus Facilities 68
ARTICLE 32 – PROBATIONARY PERIODS 68
Section 32.1 – Original Probationary Periods 68
Section 32.2 - Status Change Probation 68
Section 32.3 – Pay Adjustment Upon Successful Completion of Probationary Period 69
ARTICLE 33 – UNIFORMS AND EQUIPMENT 69
Section 33.1 – Uniforms 69
Section 33.2 – Replacement of Uniforms 69
Section 33.3 – University Issued Cell Phones 70
ARTICLE 34 – TUITION REMISSION 70
ARTICLE 35 – LAY-OFFS 71
Section 35.1 – Layoff Notice 71
Section 35.2 – Order of Layoff 71

Section 35.3 – Seniority Points 72
Section 35.4 – Displacement Rights 72
Section 35.5 – Recall List 73
Section 35.6 – Notice of Job Vacancies 74
Section 35.7 – Severance Package 74
ARTICLE 36 – SKILL DEVELOPMENT PROGRAM 75
ARTICLE 37 – STRIKES AND LOCKOUTS 76
ARTICLE 38 – LABOR MANAGEMENT ADVISORY COMMITTEE 77
ARTICLE 39 – ACCESS TO POLICIES 77
ARTICLE 40 – DURATION, RENEWAL AND REOPENER 77
Section 40.1 – Duration 77
Section 40.2 – Renewal 78
ARTICLE 41 – MISCELLANEOUS 78
Section 41.1 – Existing Policies and Procedures 78
Section 41.2 – Mid-term Bargaining 78
Section 41.3 – Changes in Terms and Conditions of Employment 79
Section 41.4 – Savings Clause 80
Section 41.5 – Awards 80
Signature Page 81
APPENDIX A 82
Policy on Reporting to Work and Attendance for Non-exempt Employees 82
APPENDIX B 85

PREAMBLE

This Memorandum of Understanding (MOU) is entered into by and between Salisbury University (Employer or University or Management) and the Maryland Classified Employees Association (Union), for the purpose of promoting harmonious relationships between the University and its employees covered by this MOU. It memorializes the agreement of the parties on wages, hours, and other terms and conditions of employment for employees in the non-exempt bargaining unit at the University. It is understood that, pursuant to the Annotated Code of Maryland, State Personnel and Pensions Article (SPP) § 3-601, the Board of Regents (BOR) of the University System of Maryland (USM) and the employees in the bargaining unit must ratify this MOU and that agreements on issues requiring funding or approval by the General Assembly of Maryland are tentative pending approval and funding by the General Assembly of Maryland. The provisions of this MOU shall in no way diminish or infringe on any rights, responsibilities, power or duties conferred by the Constitution of the State of Maryland, or the Annotated Code of Maryland, including Title 3, (SPP). In the event of a conflict between this MOU and the law, the law shall prevail.

ARTICLE – 1 RECOGNITION AND UNIT DESCRIPTION

Section 1.1 – Exclusive Representative

The University recognizes the Union as the exclusive collective bargaining representative of the employees, as defined in Section 1.2 of the Article, for the purpose of negotiating collectively with the University pursuant to SPP Title 3, with respect to wages, hours, and other terms and conditions of employment. For employees covered by this MOU, the University will not negotiate with any other union or employee organization on matters pertaining to wages, hours, and other terms and conditions of employment.

Section 1.2 – Description of Bargaining Unit

The terms “employees”, “bargaining unit employees” and “employees covered by this MOU” as used in the MOU shall mean all eligible non-exempt employees in the non-exempt bargaining unit at the University.

The University acknowledges and recognizes the bargaining unit as a vital member of the campus community. It is the intent of the University to maintain the same level of information sharing, input and feedback, and overall communication with the bargaining unit and/or its representatives, with respect to those matters that are relevant to the bargaining unit and as consistent with applicable law, as it does with the bodies representing other segments of the campus community.

Section 1.3 – Classification and Pay Plan

In accordance with the Annotated Code of Maryland, State Personnel and Pensions Article § 3-2A-08 and upon written request of the Union, the University shall provide to the Union the following information regarding bargaining unit employees:

1. name;
2. position classification;
3. unit;
4. home and worksite addresses where the employee receives interoffice or United States mail;
5. home and worksite telephone numbers;

6. work e-mail addresses; and
7. rates of pay for all bargaining unit employees.

The Union may request this information every 120 days.

Upon written request of an employee, the Union shall withhold further communication with the employee unless otherwise required by law or the written request is revoked by the employee. The University will also provide the Union with the names of bargaining unit employees hired and/or no longer employed within thirty (30) days of those changes. Information related to job vacancies at the University is posted on the University's website. This section is subject to the Maryland Code Annotated, State Personnel and Pensions Article, Section 3-2A-08.

Where the University creates a new non-exempt position, the University will notify the Union as soon as possible and in no event later than seven (7) days after the position is created. The notice will indicate whether the University believes the position is in the bargaining unit.

If it is believed that the bargaining unit status of a classification has changed, the University or the Union, whichever is proposing the change, shall promptly notify the other party, but not less than 30 days in advance of the proposed effective date of the change. The notified party shall express agreement or disagreement. If the parties are in disagreement over whether or not the classification should be included in the bargaining unit, they will promptly confer and attempt to resolve the issue.

Section 1.4 – Integrity of the Bargaining Unit

A. The Employer retains the right to contract out services that are performed or that could be performed by employees covered by this MOU. The University understands that the Union opposes the contracting out of public services. Where the Employer decides to contract out a service that is performed by employees covered by this MOU, the Employer will provide the Union with written notice of its decision no less than sixty (60) days before the effective date of the service contract. The notice shall include the following:

   1. A statement of what efforts will be made by the University to place affected employees in University positions that are vacant at the time of notice;

2. A statement of what employment possibilities are available with the contractor; and

3. A statement of which employees, if any, will be laid off as a result of the contracting out of the services. Employees who are laid off are subject to Article 35 – Layoffs and Recall.

B. The parties specifically agree that this Article is intended to state the complete obligation of each party with regard to bargaining over the effects of a decision by the Employer to contract out.

ARTICLE 2 – NON-DISCRIMINATION

Section 2.1 – Prohibition Against Discrimination

Salisbury University and the Union are committed to providing a working and learning environment free from all types of discrimination prohibited by State and Federal laws, including Title IX of the Education Amendments of 1972 as amended and Title VII of the Civil Rights Act of 1964. The University prohibits and will not tolerate any form of discrimination, including, but not limited to, discrimination on the basis of sex, gender, marital status, pregnancy, race, color, ethnicity, national origin, age, disability, genetic information, religion, sexual orientation, gender identity or expression, veteran status, or other legally protected characteristics. The University values diversity among its students, faculty and staff and believes that interactions with those holding various perspectives, backgrounds, and beliefs contributes to a well-rounded educational experience and promotes personal and professional development. The University is committed to providing qualified individuals access to all academic and employment programs, benefits and activities on the basis of demonstrated ability, performance and merit, without regard to personal factors that are irrelevant to the program involved. Therefore, no person, on the basis of their protected status, shall be excluded from participation in, be denied the benefits of, or be subjected to unlawful discrimination, harassment or retaliation under any University program or activity, including employment terms and conditions.

The University endeavors to foster a climate free from discrimination based on any individual's protected status through training, education, prevention programs, and through policies and procedures that promote prompt reporting, prohibit retaliation, and promote

timely, fair and impartial investigation and resolution of discrimination cases in a manner that eliminates any discrimination, prevents its recurrence, and addresses its effects.

To that end, the University has implemented policies and procedures to address claims of discrimination, based on protected statutes, which can be found at https://www.salisbury.edu/administration/institutional-equity/document-library.aspx.

All University Community members are subject to the policies above, including all students, faculty, and staff of the University, applicants for employment and/or admission to the University, as well as third parties, agents, and contractors under University control. The policies above referenced replace and supersede all previous versions of the Salisbury University's anti-discrimination policies. The University and Union also adhere to Federal and State EEO/AA laws and the University adheres to USM BOR Policies VI-1.00, VI-1.50, and VI-160, as amended from time to time.

In the event that the application of any of the policies referenced in this Article result in the recommendation for disciplinary action or other sanction, members of the bargaining unit shall be afforded those grievance and appeal rights, as applicable, provided in Article 25 of this MOU.

Section 2.2 – Union Membership/Activity

The parties recognize that employees shall have the right to join the Union, and while off official duty or on official release time, assist the Union freely. It is understood that employees will not disturb or interfere with the work of employees or other University activities when exercising their rights under this Section.

Section 2.3 – Representation

The Union recognizes its responsibility as the exclusive bargaining representative for the unit and agrees to fairly represent all employees in the bargaining unit.

ARTICLE 3 – UNIVERSITY RIGHTS

The Employer retains the sole and exclusive authority for the management of its operations and may exercise all rights, powers, duties, authority, control and responsibilities

conferred upon and invested to it by all law including, but not limited to, Title 3 of the SPP, which are incorporated by reference in this MOU.

ARTICLE 4 – UNION RIGHTS

Section 4.1 – Bulletin Board

The union shall be permitted to post notices of meetings or other pertinent information on lockable bulletin boards purchased by the Union and installed by the University for the Union for its exclusive use, at locations designated by the University. The bulletin boards shall be no larger than 3 feet by 4 feet. The bulletin boards shall be located in the following buildings: Maintenance Building, Guerrieri Student Union, the Commons, Henson, Devilbiss, Conway, Perdue, Academic Commons, Fulton, Holloway, Blackwell Library, and Support Services. The University will install union purchased bulletin boards approved by the University at sites within ninety (90) days of receipt from the Union or as soon as reasonably possible. The Union shall provide an informational copy of all items to the Human Resources Office prior to posting. The Union shall be responsible for the posting of all items on the bulletin board. At the time of posting the Union shall ensure that posted items are not illegal, defamatory, inaccurate, partisan, or political endorsements and that no item is detrimental to the safety and security of the University. Repeated failure by the Union to comply with this provision shall cause it to forfeit its rights under this section.

Section 4.2 – Meeting Space

The University agrees, to provide the Union with meeting spaces to conduct Union related meetings**,** subject to availability. The Union may reserve rooms for meetings at no cost, through the Human Resources Office, but may be charged applicable fees for certain additional services. Approval for reservations will not be unreasonably denied.

Section 4.3 – Access to Employees

For the purpose of administration of this MOU, non-University employee Union representatives, officers, and staff will have reasonable access to the premises of the University and, with prior approval of the Employer, to employees covered by this MOU. In addition, with the Employer's prior approval, the Union shall have access to University-

designated public areas when available, for the purpose of membership recruitment of bargaining unit employees during non-work time. Union representatives, officers and staff shall notify the Office of Human Resources in advance of entering campus. Approval by the Employer will not be unreasonably withheld.

It is understood that the Union will not disturb or interfere with the work of employees or other University activities while visiting the University's facilities.

Section 4.4 – Administrative Leave for Union Activities

In each MOU year, the Employer shall credit the Union's release time account with eighty-eight (88) hours to be allocated among employees covered by this MOU serving as union representatives. Release time must be approved by the Associate Vice President of Human Resources and be consistent with operational needs. Release time may be used for approved Union business such as state or area-wide committee meetings or state conventions and Union sponsored labor relations training or any union related activity including but not limited to union quarterly meetings, held either on or off campus, that is conducted during an individual's regularly scheduled shift, provided that the leave is requested a reasonable period of time in advance of when it is proposed to be taken. A reasonable period of time for purposes of this Section is at least thirty (30) days when possible, and the Employer shall respond not later than ten (10) days of receiving the written request. Requests for release time must be made in writing to the Associate Vice President of Human Resources and must identify the purpose(s), date(s), time(s), location(s) and the name(s) of the employees for which the leave is requested. Such time off will not be detrimental in any way to the Employee's record, including when applying performance standards relating to quantity and timeliness of work. Time may be used in two (2) hour increments.

Release time under this Section will not be unreasonably withheld. Time spent by employees participating in collective bargaining negotiations, will not be considered administrative leave, but will be handled in accordance with the negotiation ground rules between the parties governing such negotiations.

The leave provided for in this Section is the only Union Activities Leave applicable to employees covered by this MOU for the purposes identified in this subsection. Employees covered by this MOU are not entitled to Union Activities Leave or any other administrative

leave for purposes identified in this subsection, under any statute, regulation, policy or otherwise, and they shall not be included in the count for any such leave.

In addition to the above, the Union will hold quarterly meetings for employees during the workday; meetings will usually be held at the University. The Union will notify the Associate Vice President of Human Resources as to the date, time and place of each meeting at least five working weekdays prior to the meeting. In order to attend these meetings during the workday, employees will be permitted with supervisory approval to either combine their two (2) 15 minute breaks with their half hour lunch break, or, to adjust their work schedule, for a period not to exceed one (1) hour each quarter.

Section 4.5 – Routine Office Supplies

With notice to the University, the identified bargaining unit employee representative, or his/her designee, may make reasonable and responsible use of designated University copiers and fax machines during non-work time, provided that such use does not interfere with the University's operations and is used for legitimate business purposes. If such equipment is not used consistent with these requirements, the University may revoke such privileges after notifying the Union of its intent to revoke such privileges and identifying in writing for the Union the specific usage(s) which is the basis for the revocation of such privileges. The University reserves the right to charge a reasonable fee of $0.25 per copy.

Section 4.6 – Mail Service and E-Mail

Union Officials may use internal University mail systems, including computer/electronic mail/fax, for mailings sent to employees covered by this MOU and employees may reasonably make use of University electronic mail to engage in Union activities. The use of computer/electronic mail/fax is subject to the same conditions and rules of use as described in Section 4.5. Confidentiality shall be maintained subject to the Employer's security needs. The use of internal campus mail delivery for a mass mailing shall be limited to six (6) times per year; this limitation shall not apply in any year in which negotiations for a successor to this Agreement occur. The Union shall make a good faith effort to include Management, and the Associate Vice President of Human Resources, in any campus-wide distribution of information to all employees covered by this MOU.

Section 4.7 – Union Activity During Working Hours

The identified bargaining unit employee representative or designee may be granted time off with pay during work hours, including reasonable travel time when necessary, the total of which on a daily basis shall not exceed the representative's normally scheduled workday, for attendance at labor/management meetings, ground rule negotiation sessions regarding supplementation or amendment of this MOU during its term, committee meetings and activities where such meetings or activities have been jointly established by the Union and the University, or, for meetings called or agreed to by the University, where such Union representatives are entitled and required to attend the meetings. The Union representative will provide the Human Resources Office with as much notice as is possible in advance of such absences. Release time must have the approval of the Human Resources Office and be consistent with operational needs. Time off with pay will not be unreasonably withheld.

Union representatives shall be allowed reasonable work time to complete assignments that have been assigned by the Labor Management Committee. The employee's supervisor shall approve when the time can be taken.

Section 4.8 – Union Filing Cabinet

The Union shall be permitted to have a lockable Union-provided filing cabinet at a location agreed to by the parties.

Section 4.9 – Distribution of Information

The Union shall be permitted to place and distribute material at locations agreed to by the parties and frequented by employees, immediately before and after work and during breaks and meal periods.

Section 4.10 – Employee Orientation

A member of the bargaining unit and an official from the Union shall be granted twenty (20) minutes for a nonexempt new employee orientation session organized by the Union, as necessary and agreed upon between the Union and Human Resources Office but no less than quarterly, to meet each new bargaining unit employee(s). The Union will provide the Human Resources Office with a template invitation letter to be forwarded by the Human

Resources Office to each new employee participant. The University will provide copies of the MOU, at the University's expense to each new employee on or around his/her start date.

Section 4.11 – Information Provided to Union

Upon request of the Union, the University will provide within a reasonable amount of time, necessary and relevant non-privileged information relating to employees covered by this MOU that the Union is entitled to as the exclusive representative of the bargaining unit employees.

Section 4.12 – Exclusivity

The provisions of this Article, including but not limited to the provisions allowing for access to University facilities, shall apply exclusively to the Union.

Section 4.13 –Employee Representatives

The Union will designate employees to act as employee representatives in any informal or formal stage of the grievance process; such designated employees shall not suffer any loss of pay for investigating, processing or testifying in any step of the grievance procedure, consistent with USM BOR Policy VII-8.00. To the extent necessary to participate in hearings and meetings with the University, a designated employee representative's shift shall be adjusted so that such participation shall be on official duty time.

ARTICLE 5 – HOURS OF WORK, WORKWEEK, SCHEDULES, STAFFING

Section 5.1 – Workweek and Work Schedules

A work schedule is defined as the employee's assigned work hours, including starting and ending times during the day, and the days in the employee's workweek. Unless modified by the Employer, the normal workweek is forty (40) hours per week. The administrative workweek for the purpose of reporting work time begins at 12:00 a.m. on Wednesday and ends at 11:59 p.m. on Tuesday. There is no guarantee of the number of hours of work in a day or week, provided, however, that an employee's weekly hours will not be arbitrarily reduced. Nothing in this Article affects the University's right to discipline, furlough, or layoff employees.

Section 5.2 – Work Schedule Changes

The University has the right to implement any work schedule change it deems appropriate so long as the work schedule and employee compensation comport with the Fair Labor Standards Act (FLSA) and this MOU. In the event the Employer implements a permanent change in an employee's work schedule, and unless exigent circumstances exist, the Employer will provide the affected employee with at least fourteen (14) calendar days advance written notice.

Employees may request and, in accordance with operational needs and with the approval of the Associate Vice President of Human Resources or Departmental Designee, be approved temporary changes in their work schedules including "make-up" time and shift changes.

Involuntary temporary schedule changes must be for legitimate operational needs. The University agrees it will not make an involuntary temporary schedule change that affects an employee's previously scheduled and approved leave.

Employees in Dining Services who are required to work a split shift (unpaid break in hours of greater than one hour within the work day) will, for the period between shifts be considered to be "on-call" under Section 6.4 of this Agreement, and will be paid "on-call" pay for the period between shifts. In the event that the University requires employees outside Dining Services to work a split shift, the University agrees to meet with the Union to address the application of this provision to those employees.

Section 5.3 – Meals

There shall be a duty-free unpaid lunch break of at least thirty (30) minutes for employees working on assignment of eight (8) hours or more. Lunch breaks should normally be scheduled at approximately the mid-point of the employee's regular work shift. Employees, with prior approval of the supervisor, may choose a daily schedule encompassing nine (9) hours, which allow a sixty (60) minute unpaid lunch break. If an employee is unable to observe his/her unpaid lunch break by the inability of the department to completely relieve the employee from duty and with prior supervisor approval, he/she will be paid in accordance with the Fair Labor Standards Act (FLSA) and any applicable article of this MOU.

Section 5.4 – Timesheets

Employees who use timesheets to record work time are responsible for the completion of their timesheets, and are responsible for the accuracy of any information that they provide on their timesheets. Employees are required to record all hours worked and absences (paid and unpaid) on their timesheets. Completed timesheets must be submitted at the time designated by each employee's Department.

Employees who use the card swipe system to record hours worked must have their identification card with them at all times so as to accurately use the system. Departmental policies and procedures for use of the time card system are set forth by the specific Department, and communicated in writing to all employees.

Section 5.5 – Work Breaks

There shall be two paid duty-free rest periods of fifteen (15) minutes each for full-time assignments. Rest periods shall be scheduled toward the midpoint of the first and second parts of the daily schedule. Rest periods begin and end at the employee's work location, with prior notification to the appropriate supervisor. (For this section only, work location shall mean the building/area where an employee is assigned on a particular day.) Employees may, with supervisory approval, combine two fifteen minute breaks with their lunch, for a total of a 60 minutes lunch break as follows:

A. In cases where an employee is attending class on campus the employee may with proper notification to the employee's supervisor combine the two (2) fifteen (15) minute breaks with their lunch break to attend class.

B. In all other cases, the employee may request permission from the employee's supervisor to combine both fifteen minute breaks with his/her lunch, provided that the employee provides the employee's supervisor with advanced notice. The supervisor shall determine the appropriate amount of advance notice. The supervisor may deny the request based on operational needs. Any employee aggrieved by the supervisor's denial of his/her request may grieve the decision up to Step 2 of the Grievance Procedure in Article 25 of this agreement.

Section 5.6 – Shift Assignments

In the event that two or more employees are determined to be equally suited for a particular shift assignment, based on the University's determination of any factors it considers relevant including, but not limited to, experience, skills, qualifications, training, staffing levels, the employee with the most seniority with the University, as defined in Article 27.1 of the Agreement, shall be given his/her choice of shift.

ARTICLE 6 – OVERTIME, SHIFT DIFFERENTIAL, ON-CALL AND CALL-BACK COMPENSATION, LIGHT DUTY

Section 6.1 – Overtime

The amount of overtime shall be determined by or approved by the University. Employees shall receive 1 ½ times their regular rate of pay for hours worked in excess of forty (40) hours per week in accordance with the FLSA and this MOU. All hours worked and paid in excess of forty (40) in a week must be pre-approved by the employee's supervisor. Hours worked shall include paid sick, annual, holiday, administrative, or personal leave.

The University will make reasonable efforts to distribute overtime opportunities as equally as possible among all qualified and interested employees within a specific job classification in their respective department/offices/units.

In circumstances wherein a special event is scheduled, the University shall post a notice for employees to volunteer to work during the specific event. The rate of pay for the special event shall be compensated as regular hours or overtime, as determined by the hours worked during the employee's regular forty (40) hour work week schedule.

In circumstances wherein mandatory work schedules are released in advance, the employee must provide proper rationale and documentation of the inability to accept the assignment no later than two weeks after release of the schedule, or at least one work shift in advance, whichever occurs first. Where possible, the employee should also secure coverage for his/her assignment for the mandatory work schedule. If the employee secures coverage, the coverage must be discussed and pre-approved by the supervisor during at least one prior

work shift. On an ongoing basis, Management will post a notice for employees to volunteer to substitute for employees who cannot work a mandatory work schedule.

Where an insufficient number of employees are available or willing to accept the overtime offer, or no employee willing to work the overtime is deemed capable of performing the overtime work, the University may require any employee who is capable to perform the work to work the overtime. Mandatory overtime assignments will be made in an equitable manner, and requests shall be evenly distributed among unit employees.

Section 6.2 – Compensatory time

At the request of the employee and subject to Management approval, overtime may be compensated in the form of compensatory time off. Where compensatory time off is granted, it is earned at the rate of one and one-half (1 ½) hours for each hour of work for which overtime compensation is required. Subject to Management approval, earned compensatory time off shall be used no later than two pay periods following the pay period in which the compensatory time is earned. Management approval for use of compensatory time shall not be unreasonably withheld.

Compensatory time not used within this period will be converted into commensurate overtime pay.

Section 6.3 – Call-Back Pay

The University may, at its discretion, require an employee(s) to report to work in "call back" capacity. Employees who are called to report to work on their regular day off, or who have been recalled to work after having left the University's premises, shall be guaranteed a minimum of two (2) hours of pay at the applicable rate, to include travel time from and to their residence at the applicable rate of pay. Such hours spent in travel from and to their residence shall be included as work time and shall be considered as hours worked and therefore count toward the accumulation of overtime hours. If an employee is called back on a shift which qualifies for shift differential pay, the employee will receive the shift differential pay as provided herein. There will be no duplication of hours of pay. Call back does not apply to scheduled overtime.

An employee's shift will not be adjusted as a result of the employee being called back to work, unless the employee agrees to have his/her shift so adjusted.

Section 6.4 – On-Call Pay

Employees may be placed in on-call status at the discretion of the University. Employees are entitled to on-call pay if they are required to be available to report to work outside the normally scheduled hours for emergencies or other unusual circumstances. On-call pay shall be at a rate of $2.50 per hour.

If an on-call employee performs work associated with his/her position for the purpose of providing technical or professional consultation, the employee shall be compensated at his/her normal rate of pay for the duration of the call or a minimum of fifteen (15) minutes, whichever is greater. Designated employees shall be assigned to on-call for a period of not more than seven consecutive days (including holidays). On- call employees must be accessible at all times and must immediately notify their supervisors if they will be inaccessible. If inaccessible, on-call pay will be forfeited. An employee who is assigned to on-call status and cannot be reached, or does not report within two (2) hours of being contacted shall be subject to disciplinary action and will not receive on-call pay for that day, unless the employee can establish that there were extraordinary and unavoidable circumstances that made him/her (i) unreachable, or (ii) unable to report with two (2) hours and unable to notify his/her supervisor that he/she would be unable to report. Employees will not receive on-call pay if performance of the duties is an extension of the regular work day or work week. Essential employees are not automatically assigned to on-call status.

Section 6.5 – Shift Differential

Employees covered by this MOU who work a regularly scheduled shift starting between 2:00 p.m. and 1:00 a.m. are eligible for shift differential pay as provided herein. Shifts and eligibility for shift differential are not established by the time the employee begins work but rather by when an established shift starts. Shift differential is paid at the flat rate of $1.20/hr for hours worked (straight time or overtime) on a qualifying shift. Partial hours of shift differential are paid to the nearest one-tenth of an hour.

An employee who is regularly assigned to a qualifying shift will be paid shift differential for approved leave taken for hours during which an employee was scheduled to work a qualifying shift and receives shift differential as provided herein. An employee who is on a regular schedule of rotating shifts is eligible to claim the shift differential only for leave taken while scheduled for a qualifying shift. All payments of shift differential for any such leave will cease after ten (10) full workdays of continuous paid leave for which there has been a shift differential payment.

Eligible employees who work all or part of an established qualifying shift will receive shift differential for the portion of time worked during the qualifying shift as established for the departmental unit. In an overtime situation, where the employee continues working from a non-qualifying shift into a qualifying shift, the employee will receive a pro-rated shift differential. Shift differential pay must be included in the regular rate calculation for the computation of overtime.

Section 6.6 – Telecommuting, Flex-time, and Compressed Workweek

Where special needs and circumstances exist, an employee may request the opportunity to work temporarily a compressed workweek schedule, flextime, or by telecommuting. Implementation will be on a case-by-case basis, must be consistent with operational needs, and is subject to the approval of the employee's supervisor and appropriate Vice President.

Section 6.7 – Modified Duty

Upon presentation of appropriate medical documentation, an employee who has temporary medical restrictions due to illness or injury, and who is expected to return to full duty in the previously held position, may be afforded light duty in conformance with that employee's restriction, if available. The University has no obligation to create a light duty assignment for the employee. The University's decision is final and not grievable.

Section 6.8 – Essential Pay

In the event the University closes for weather or emergency related reasons, essential personnel required to work during the hours the campus is closed have the option of electing

to earn either Administrative Leave to be used at a later date, or to be paid the cash equivalent of the regular work hours of the closure. These hours are in addition to receiving pay for regular hours worked. If the employee is paid the cash equivalent of the Administrative Leave hours, or if the Administrative Leave earned is taken during the issued week, such Administrative Leave time will not be counted as hours worked for the purpose of calculating overtime. If leave is taken at a later date, the hours will be considered hours worked. Administrative Leave shall be used within six (6) months of the closure and requests are subject to management approval; however, a request to use Administrative Leave will not be unreasonably denied.

Any overtime hours earned under this provision will be administered per the overtime provisions of this MOU.

ARTICLE 7 – HOLIDAYS

Section 7.1 – Recognized Holidays

Employees covered by this MOU are eligible for 11 paid holidays per year and 12 holidays during years of general or congressional elections. These holidays include the following:

New Year's Day
Dr. Martin Luther King, Jr.'s Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Election Day (1st Tuesday in November – even numbered years)

Employees covered by this MOU may also earn holiday leave for any other holiday that the President of the University or the Governor of Maryland determines will be observed by the University, with the President of the University designating the date on which any such holiday is to be observed.

In addition, employees receive three administrative leave days. The actual dates of observation for the holidays and administrative leave vary from year to year. Each year the University designates the dates on which the holidays are to be observed after allowing reasonable and timely input from the Union. Employees may find the current year listing of observed dates on the University Human Resources Office's webpage and in the campus directory.

The employee must be on active status at the time the holiday occurs. The benefit is not payable to employees who are on leave of absence without pay, regular Worker's Compensation, layoff or disciplinary action.

Section 7.2 – Holiday Guidelines

Specific holiday guidelines are as follows:

- Unless otherwise provided herein, holidays must be observed on the date designated by the University.
- Holiday pay for full time employees is equivalent to the number of hours of the employee's regular shift.
- Part-time employees on at least a 50 percent basis shall earn holiday leave on a prorated basis.
- An employee may be required to work on a holiday to perform necessary duties. When this occurs, the employee will be paid at the applicable rate of pay under the FLSA for all hours worked, including overtime if applicable, and will, at the employee's option, either be granted the holiday on a different day, or be paid holiday leave pay in lieu of taking the holiday on another day. The employee's election will normally be honored unless there is a demonstrated staffing need.
- Employees shall be paid for any unused holiday leave that has been earned as of the date of separation.

- Holidays are not carried over from year to year, and must be used by the last pay period that starts within the calendar year in which the holiday is earned. The last pay period of the calendar year typically carries into the new calendar year, and it is permissible to use previously earned holiday leave within that full pay period.
- An employee whose regular day off falls on a holiday will receive another day off.
- If a holiday occurs during a period in which an employee is on pre-approved paid annual, sick or personal leave, the employee will not be charged for the use of that pre-approved leave for the holiday.

Holidays in 24/7 operations are prescheduled based upon the workweek schedule rotation. The Employer reserves the right to assign holidays in accordance with the schedule rotation and shall make best efforts to grant the employee the day off requested, subject to operational needs. Management will work with 24/7 employees to allow them to take their prescheduled holidays; however, due to operational needs, an employee may be requested to work on the employee's pre-scheduled holiday, and will be compensated as provided above for working on the holiday.

An employee may observe a religious holiday provided that the time off is approved and is charged to annual, compensatory time, personal leave, or leave without pay, at the employee's choice.

ARTICLE 8 – PERSONAL LEAVE

Employees earn three (3) personal leave days with pay beginning with January 1 of each calendar year. Part-time employees working 50% or more shall receive personal leave on a pro-rated basis.

In accordance with USM BOR Policy VII 7.10 employees must notify their supervisor prior to taking personal leave. Personal leave, must be taken in increments of at least one (1) hour. Notwithstanding anything to the contrary herein, on four (4) occasions per calendar year, an employee may take personal leave in 15 minutes increments.

Once a shift has started, an employee may not take personal leave during that shift without the approval of the employee's supervisor; such requests may be denied in the supervisor's sole discretion based on operational needs.

Personal leave may be used for any purpose. Use of personal leave shall not be considered an "occurrence" for consideration in any employee evaluations, disciplinary actions, or for approval of requests for leave.

All personal leave unused as of the end of the first pay period which ends in the new calendar year unless extended by USM shall be forfeited, and shall be contributed to the USM Leave Reserve Fund in accordance with the then current USM BOR Policy on Leave Reserve Fund. No employee shall be paid for unused personal leave. Additionally, unused personal leave is not paid out upon separation from employment.

ARTICLE 9 – ANNUAL LEAVE

Section 9.1 – Accrual

Full-time employees accrue annual leave as follows and as administered per USM BOR Policy VII-7.00 (Annual Leave for Regular Nonexempt and Exempt Staff Employees, as amended from time to time):

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

Part-time employees working 50% or more earn annual leave on a pro-rated basis. Employees' annual leave accrual depends on the length of their USM service. Leave can be used to the extent it is accrued and available.

Section 9.2 – Approval of Annual Leave

Annual leave may be taken subject to advance approval from the employee's immediate supervisor. Leave requests should be made in writing on the University's Leave Request Form, or in such form as acceptable to the Employee's immediate supervisor, as far in advance as possible. In the event that the immediate supervisor denies a request for leave, an employee may request approval from the departmental supervisor. Request for use of annual leave shall not be unreasonably denied. Annual leave may be taken in increments of one-half hour, provided that the request for annual leave has been made during at least one prior work shift, in advance of the shift for which leave is to be used, and that the request has received prior supervisory approval.

Use of annual leave shall not be considered an "occurrence" for consideration in any employee evaluations, disciplinary actions, or for approval of requests for leave.

Should an employee choose to use annual leave for the purposes of attending class under Article 34, the employee must have sufficient leave to cover usage for the entire semester.

Section 9.3 – Annual Leave Selection Process

Annual leave requests will be considered on a "first come, first served" basis.

Section 9.4 – Accumulated Annual Leave

Employees shall be allowed to accumulate annual leave and may carry over a total of up to four hundred (400) hours, (fifty (50) work days) of accumulated annual leave from one calendar year to another. This maximum is prorated for part-time employees working 50% or more.

At the end of each calendar year, a supervisor may recommend to the Associate Vice President of Human Resources that an employee be paid for days of annual leave lost pursuant to the foregoing paragraph. Such payment may be made only when the employee has submitted one or more timely written requests to use annual leave during the calendar year and such requests have been denied in writing for administrative reasons. The supervisor shall provide any such denial in writing and shall state the administrative reason for such

denial. The supervisor's recommendation for payment for lost annual leave shall be accompanied by copies of the written requests and denials and the written explanation of why the lost annual leave was not taken at another time during the calendar year. Payment is 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. The Associate Vice President of Human Resources will determine whether to grant a recommended leave payment request and shall make payment to the employee for all unused annual leave provided that the aforementioned written documentation has been provided.

Section 9.5 – Payment Upon Separation

Employees who leave the University are entitled to compensation for any unused annual leave that has been credited and available for use as of the date of separation, and shall be paid for all accumulated annual leave at the time that the employee receives his/her final pay check. In the event of the death of an employee, the employee's estate will be paid for all accumulated annual leave.

ARTICLE 10 – SICK AND SAFE LEAVE

Section 10.1 – Purpose

The purpose of this Article is to specify the details regarding the earning, accumulation, and use of sick and safe leave. This Article is written in compliance with the USM BOR Policy VII-7.45 – Policy on Sick and Safe Leave for Nonexempt and Exempt Staff Employees, as amended from time to time, and the Maryland Healthy Working Families Act of 2018.

Section 10.2 – Definitions

1. "Sick and Safe leave" is paid leave earned by employees to provide protection against loss of earnings when an employee is absent for reasons covered by Section 10.4.
2. "Family Member" as used in this Article includes the following: a biological child, an adopted child, a foster child, or a stepchild of the employee; a child for whom the employee has legal or physical custody or guardianship; a child for whom the employee stand in loco parentis, regardless of the child's age; a biological

parent, an adoptive parent, a foster parent, or a stepparent of the employee or of the employee's spouse; the legal guardian of the employee; an individual who acted as a parent or stood in loco parentis to the employee or the employee's spouse when the employee or the employee's spouse was a minor; the spouse of the employee; a biological grandparent an adopted grandparent, a foster grandparent, or a stepgrandparent of the employee; a biological grandchild, an adopted grandchild, a foster grandchild, or a stepgrandchild of the employee; or a biological sibling, and adopted sibling, a foster sibling, or a stepsibling of the employee.

Section 10.3 – Rate of Earnings and Accumulation of Sick and Safe Leave

Sick and safe leave is earned at the rate of fifteen (15) days per year, accrued on a bi-weekly basis. Employees who work part-time (at least 50 percent, but less than 100 percent, of full-time) earn sick and safe leave on a pro rata basis. Sick and safe leave may be accumulated without limit, and unused sick and safe leave may be carried over from one calendar year to another. Upon retirement, accrued sick and safe leave may be used as a service credit (if the employee's particular retirement plan so provides), in accordance with applicable laws and regulations.

Section 10.4 – Use of Sick and Safe Leave

Earned sick and safe leave may be granted if an employee is absent for any of the following reasons:

A. Mental or physical illness, injury, condition or disability of the employee.

B. To obtain preventive medical care for the employee or the employee's family member, with a practitioner or provider listed in Section 10.5 of this Article.

C. Mental or physical illness, injury, condition or disability of an employee's family member as listed in 10.2.2 with a practitioner or provider listed in Section 10.5. of this Article

D. Safe Leave: absences from work due to domestic violence, sexual assault, or stalking committed against the employee or the employee's family member~~;~~, and

   a. The leave is being used:

1. By the employee to obtain for the employee or the employee's family member:
    a. Medical or mental health attention that is related to domestic violence, sexual assault, or stalking;
    b. Services from a victim services organization related to domestic violence, sexual assault, or stalking; or
    c. Legal services or proceedings related to or resulting from domestic violence, sexual assault, or stalking; or
2. During the time that the employee has temporarily relocated due to domestic violence, sexual assault, or stalking.

E. Death of a relative.
1. A maximum of five (5) days may be charged to earned sick leave in the event of the death of a family member as listed under section 10.2.2: or a son-in-law, daughter-in-law, or relative who was a permanent resident of the employee's household.
2. A maximum of one (1) day may be charged to earned sick leave for reasons related to the death of the employee's or his/her spouse's aunt, uncle, niece, or nephew.

F. Pregnancy-related disabilities.
1. Upon written request, a female employee may use earned sick leave for any period of time related to temporary disability during pregnancy
2. An employee using sick and safe leave for such pregnancy-related temporary disability may be required to submit documentation verifying her absence in accordance with Section 10.5 of this Agreement.

G. Childbirth - care of a child immediately after birth or placement of a child with the employee for adoption, or, at the discretion of the President or designee and subject to any limitations established by the University, the assumption of other parenting responsibilities, such as foster parenting or legal guardianship of a child under the age of six (6):

H. The parental leave period shall consist of any form of available annual leave, including sick leave, personal leave, holiday leave, or leave taken from the Leave Reserve Fund, to be supplemented by the Institution with additional paid leave days to attain an eight- (8) week period of paid parental leave, pursuant

to USM Policy VII-7.49 Parental Leave and other Family Supports for Staff as amended from time to time.

Section 10.5 – Verification of Absences charged to Sick and Safe Leave; Definitions

In order to ensure that sick and safe leave is used in accordance with the provisions of this Article, the Departmental Supervisor or designee may require an employee to submit written documentation of an illness, injury, or disability, in accordance with Section 10.6 of this Article. Such a requirement shall be imposed for not more than 6 months with the ability of the Departmental Supervisor or designee to extend the requirement for cause. The Departmental Supervisor may require an employee who is absent more than three (3) consecutive scheduled shifts to provide written documentation of an authorized reason for the absence. In all other circumstances, where the Departmental Supervisor or designee determines that written documentation will be required, the employee must be notified in writing in advance of the requirement. Written documentation provided by the employee must be signed personally by an accredited Christian Sciences practitioner, by any of the following licensed or certified medical providers or by an authorized official:

Physician;

Physical therapist;

Clinical psychologist;

Dentist;

Oral surgeon;

Podiatrist;

Certified nurse practitioner;

Certified nurse-midwife;

Licensed certified social worker-clinical; or

Chiropractor

A. The written documentation must include but is not limited to:

1. A statement indicating the employee is unable to work;
2. The duration of absence from work;
3. A prognosis of the employee's ability to return to work;
4. Title and original signature of the medical provider; and

5. Any other information necessary to verify that the employee's use of sick and safe leave is in accordance with this Article and
6. Documentation of the birth or adoption of a child, if sick leave is requested under the Parental Leave Policy.

B. Illness or injury of or medical appointment for members of the employee's family.

When the employee has been placed on notice of the need for verification of sick or safe leave, the employee must submit written documentation of the need for the employee to be absent because of the illness or injury of, or a medical/other authorized appointment for the employee's family member as defined in Section 10.2.2.of this Article. The verification documentation must include the dates of the employee's absence and must be signed personally by a practitioner, provider, or authorized official listed in Section 10.5 of this Article, and must be sufficient verification that the leave was used appropriately under Section 10.4D of this Article.

Section 10.6 – Documentation and Abuse of Sick and Safe Leave

A. Abuse of sick and safe leave may result in progressive disciplinary action up to and including termination from employment.

B. In order to assure medical attention for an employee or to prevent the abuse of sick and safe leave usage, the Associate Vice President of Human Resources or designee may require an employee to submit verification of the use of accrued sick and safe leave, advanced or extended sick leave. Failure to provide the required documentation of an authorized reason for the absence will result in the absence being counted as unexcused and will be unpaid.

C. When considering whether to require a medical certificate for use of sick leave as provided herein and in Section 10.5.A, the Departmental Supervisor or designee shall base the action on documentation of one or more of the following:
   1. The employee has been absent for more than three (3) consecutive scheduled shifts;
   2. there is a pattern to the employee's absences (e.g. consistent absences on a particular day of the week, the day before or after a scheduled holiday, or on days when projects or assignments are due.)

3. based upon observation or other relevant evidence, there are reasonable grounds to believe that the employee is not sick;
4. the employee uses more sick leave than is needed for a medical appointment (verified and documented);
5. the employer has other documented reasonable grounds to suspect that the employee is abusing sick leave.

Section 10.7 – Fitness for Duty

A. When considering whether to require a medical examination and evaluation in regard to fitness for duty, the Departmental Supervisor or designee should base his/her action on documentation of at least one of the following indicators:
   1. The employee appears unfit for duty (demonstrates some limitation of his/her ability to perform some or all of the job tasks due to illness, injury, or other disability);
   2. The employee complains of a medical condition(s) and indicates that he/she has not sought medical attention; and/or
   3. The employee indicates that he/she cannot perform job tasks due to a medical condition.

If the Departmental Supervisor or designee concludes that an employee is unable to regularly and routinely perform the duties and handle the responsibilities of his/her position, the Departmental Supervisor or designee may refer the employee to the University's testing, examination, and/or evaluation resource and notify the Associate Vice President of Human Resources or designee, in writing, of the circumstances surrounding the matter and request a medical examination and evaluation of the employee to determine fitness for duty. The Departmental Supervisor or designee must provide the Associate Vice President of Human Resources or designee with supporting documentation and, if necessary, a job description. The Departmental Supervisor or designee will inform the employee, in writing, of any action taken.

B. The Associate Vice President of Human Resources or designee will determine whether to refer the employee to a physician for a medical examination and evaluation. If the determination is to refer the employee to a physician, the

Associate Vice President of Human Resources or designee will direct the employee to visit a physician selected by the University. The examination will be paid for by the employer. The employee may also visit the employee's personal physician at the employee's expense.

C. If the medical examination reveals that the employee is unable to regularly and routinely perform the duties and handle the responsibilities of the employee's position, the Associate Vice President of Human Resources or designee will have the option to place the employee on sick leave or will take action in accordance with University or USM policies and/or procedures on reasonable accommodation; modified duty; demotion; disability retirement (if applicable); resignation; or termination of employment. (USM BOR VII Policies VII – 7.41, 9.20, Guidelines – MD State Retirement & Pension System, Americans with Disabilities Act (ADA)), as amended from time to time.

D. If there is a conflict between the evaluation, diagnosis, prognosis, or recommendation of the employee's personal physician and the physician selected by the University, the Associate Vice President of Human Resources or designee may require further medical examinations and evaluations of the employee by a third physician selected by the University in order to make a determination concerning the appropriate action to be taken regarding the employee's employment status at the University. The University will pay the costs of those further examinations and evaluations ordered by the Associate Vice President of Human Resources or designee.

Section 10.8 – Advanced Sick Leave

A. An employee who sustains a temporary, recoverable illness, injury, serious disability, or who is eligible for parental leave under the Parental Leave Policy, may be eligible to borrow up to sixty (60) days of sick leave in a twelve (12) month period. This advanced sick leave may be granted by the Associate Vice President of Human Resources or designee at the rate of fifteen (15) days for each year of the employee’s completed USM/State service. The employee must

have a satisfactory record of work performance and sick leave usage and must have exhausted available paid leave.

B. Advanced sick leave is not an entitlement. Each case shall be judged on an individual basis, and granting of advanced sick leave shall be at the discretion of the Associate Vice President of Human Resources or designee. The decision of the Associate Vice President of Human Resources is final and not grievable.

C. The employee or someone authorized to act on the employee's behalf must submit to the Associate Vice President of Human Resources or designee a written request for advanced sick leave using the Human Resources Department's Advanced Sick Leave Request Form Package, as far in advance of the first requested day of leave as possible. If there is an emergency situation, the request must be made as soon as possible. The request must include written documentation personally signed by the appropriate practitioner or provider listed in Section 10.5 of this Article. The Associate Vice President of Human Resources or designee will notify the Departmental Supervisor or designee of the employee's request and the Associate Vice President of Human Resources or designee will approve or deny the request. Advanced sick leave will be granted in increments of at least one (1) day. The request must include a signed agreement to repay the advanced leave as provided in Section H below.

D. An employee who is on advanced sick leave continues to earn sick leave and annual leave, which are applied to the employee's absence as they are earned. Personal leave and holiday leave are credited while the employee is on advanced sick leave and are applied to the employee's absence as they are credited. If a holiday occurs during a period of advanced sick leave, the day is considered a holiday and not an advanced sick leave day. Worksite closures because of weather or emergency conditions do not reduce advanced sick leave usage.

E. The Associate Vice President of Human Resources or designee will not approve a request for advanced sick leave if 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.

F. The Associate Vice President of Human Resources or designee will not approve a request to use advanced sick leave for illness or death in an employee's family.

G. The Associate Vice President of Human Resources or designee may require an employee who is on advanced sick leave to undergo periodic examinations conducted by a physician selected by SU in order to determine the nature and extent of the illness, injury, or disability and the length of time necessary for recovery and an estimated date of return to work. If there is a conflict between the employee's personal physician and the physician selected by the University, the Associate Vice President of Human Resources or designee will choose which report to use as a basis for action. The University will pay the costs of examination ordered by the Associate Vice President of Human Resources or designee. The decision of the Associate Vice President of Human Resources or designee concerning the appropriate action to be taken will be the final decision on the issue.

H. Advanced sick leave is a debt that must be paid back to the University upon the employee's return to work or upon the employee's separation from employment, whichever occurs first. Upon returning to work, the minimum rate of repayment is one-half of the rate at which the employee earns sick leave and annual leave. The employee may also elect to repay the University by applying any earned leave to the debt or by reimbursing the University with cash, calculated by multiplying the employee's daily wage rate by the number of days of advanced sick leave used.

Section 10.9 – Extended Sick Leave

A. An employee who sustains a temporary, recoverable illness, injury, serious disability, or who is eligible for parental leave under the Parental Leave Policy, and has completed at least five (5) years of USM and/or State service may request extended sick leave, which may be granted by the Associate Vice President of Human Resources or designee. The cumulative total of extended

sick leave that may be approved throughout an employee's entire USM/State service is twelve (12) work months (52) workweeks). The employee must have a satisfactory record of work performance and sick leave usage and must have exhausted all available paid leave, including advanced sick leave.

B. Extended sick leave is not an entitlement. Each case shall be judged on an individual basis, and granting of said leave shall be at the discretion of the Associate Vice President of Human Resources or designee**.** The decision of the Associate Vice President of Human Resources is final and not grievable.

C. The employee or someone authorized to act on the employee's behalf must submit to the Associate Vice President of Human Resources or designee a written request for extended sick leave using the Human Resources Office's Extended Sick Leave Request Form Package as far in advance of the first requested day of leave as possible. If there is an emergency situation, the request must be made as soon as possible. The request must include written documentation personally signed by the appropriate practitioner or provider listed in Section 10.5 of this Article. The Associate Vice President of Human Resources or designee will notify the Departmental Supervisor or designee of the employee's request and the Associate Vice President of Human Resources of designee will approve or deny the request. Extended sick leave will be granted in increments of at least one (1) day.

D. An employee who is on extended sick leave continues to earn sick leave and annual leave, which are applied to the employee's absence as they are earned. Personal leave and holiday leave is credited while the employee is on extended sick leave and is applied to the employee's absence as they are credited. If a holiday occurs during a period of extended sick leave, the day is considered a holiday and not an extended sick leave day. Worksite closures because of weather or emergency conditions do not reduce extended sick leave usage.

E. The Associate Vice President of Human Resources or designee will not approve a request to use extended sick leave for illness or death in an employee's family.

F. The Associate Vice President of Human Resources or designee may require an employee who is on extended sick leave to undergo periodic examinations conducted by a physician selected by the University in order to determine the nature and extent of the illness, injury, or disability; the length of time necessary for recovery; and an estimated date of return to work. If there is a conflict between the employee's personal physician and the physician selected by the University, the Associate Vice President of Human Resources or designee will choose which report to use as a basis for action The University will pay the cost of examinations ordered by the Associate Vice President of Human Resources or designee. The decision of the Associate Vice President of Human Resources or designee concerning the appropriate action to be taken will be the final decision on the issue.

G. Extended sick leave is leave with pay that does not have to be paid back to SU/USM.

Section 10.10 – Leave Reserve Fund

Employees shall have access to the USM Leave Reserve Fund pursuant to the eligibility criteria of that fund.

Section 10.11 – Expenditure of Sick Leave

Whenever an employee uses up all accumulated leave of any kind, including Family Medical Leave if eligible, and does not return to work, the employee may be subject to termination of University employment.

ARTICLE 11 – ACCIDENT LEAVE

Accident Leave is leave in which the employee receives two-thirds of his/her regular pay, 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 employees who are appointed on a regular basis and who are otherwise eligible for leave shall be eligible for Accident Leave. Accident Leave is administered in accordance with USM

BOR Policy VII-7.40 – Policy on Accident Leave for Nonexempt and Exempt Staff Employees, as amended from time to time. An employee who is injured while at work and is unable to return to work as a result of the work accident may be eligible to receive up to six months of Accident Leave. Accident Leave may be granted for up to an additional six (6) months if a physician selected by the University certifies that the employee continues to be disabled. In addition, an employee has the right to file a claim with the Workers' Compensation Commission. For an employee to be eligible to receive consideration for Accident Leave, the following criteria must be met:

- The injury is within the guidelines of the Maryland Workers' Compensation Act.
- The employee reports the injury immediately to his or her supervisor and promptly completes the necessary incident report forms. (The employee's supervisor is responsible for submitting a report of the accident to the Director of Campus Sustainability and Environmental Safety or designee within twenty-four (24) hours following the injury.)
- Within three (3) workdays of the injury, a physician must examine the employee and certify the employee is disabled.

Accident leave terminates in accordance with USM Policy VII – 7.40 as amended from time to time.

ARTICLE 12 – FAMILY AND MEDICAL LEAVE

An employee may be eligible for a maximum of twelve (12) weeks sixty (60) work days of paid or unpaid family and medical leave during a twelve (12) month period in accordance with the Family and Medical Leave Act (FMLA) of 1993 and USM BOR Policy VII – 7.50 Policy on Family and Medical Leave for Nonexempt and Exempt Staff Employees, as amended from time to time, for certain family and certain serious health condition reasons. Additionally, it applies to covered active duty (military) duty injury or illness and qualifying exigencies for covered active duty and call-up.

ARTICLE 13 – LEAVE OF ABSENCE WITHOUT PAY

Leave of absence without pay is governed by USM BOR Policy VII 7.12 – Policy on Leave of Absence Without Pay for Nonexempt and Exempt Staff Employees, as amended from time to time.

ARTICLE 14 – ADMINISTRATIVE LEAVE

In addition to that leave provided in section 4.4, employees in the bargaining unit, at the discretion of the Employer, may be permitted or required to use administrative leave with pay for purposes determined by the Employer to be in the best interest of the University.

Essential employees; The nature of the employee's position may require that the employee work on days when the Employer closes the University and declares an administrative leave day or partial administrative leave day for other employees due to weather conditions or emergency situations. In such circumstances, employees covered by this MOU have the option of receiving, on an hour for hour basis and in addition to the employee's regular compensation, either administrative leave at the straight time rate for all hours actually worked during the closing or pay at the straight time rate for all hours worked during the closing. Essential employees who fail to report to work as directed during such circumstances, without approval, may not use any form of leave to cover the hours they are scheduled to work, and they may face disciplinary action, where appropriate. Provided that, essential employees may use sick leave to cover such absences, in accordance with Article 10 of this Agreement and only if such absence will not cause a disruption to the University.

ARTICLE 15 – MILITARY LEAVE

Section 15.1 – General

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 fifteen (15) work days (pro-rated for part-time personnel) in any calendar year without loss of pay or charge to any leave. This shall be applied in accordance with USM BOR Policy VII-7.23 - Policy on Military Leave with Pay for Nonexempt and Exempt Staff Employees, as amended from time to time.

Section 15.2 – Call-up to Active Military Duty during a National or International Crisis or Conflict

Leave due to call up to active duty during a national crisis or conflict will be in accordance with applicable USM policy.

ARTICLE 16 – WAGES

Section 16.1 – FY 2020 and USM Salary Directives

For the remainder of the period covered by this Agreement, because the USM independently develops and implements mandatory directives which govern all salary adjustments, bonuses, merit increases, and/or cost-of-living adjustments for all USM institutions, the University agrees to abide by all USM Salary Directives, and extend such guidelines and directives as intended toward all employees of the University.

Section 16.2 – Acting Capacity Pay

An employee designated by the appointing authority to perform on a temporary basis, for any length of time greater than thirty (30) consecutive days per calendar year, the duties of a position in a classification with the pay range which is higher than that of the employee's classification shall be paid additional compensation. The amount of acting capacity pay shall be six percent (6%) more than the current pay, or the minimum of the pay range for the new classification, whichever is greater. Upon the conclusion of acting capacity duties, the employee's salary reverts to that earned before acting capacity, plus any COLA or merit pay adjustments that apply to the employee's original salary.

Section 16.3 – Compression Adjustments

A. One-time Pay Compression Adjustment for "Leapfrogged" Employees

Within a classification code, incumbent employee salaries will be brought up to the minimum pay of the newest hire, subject to certain potential exceptions:

- Employees are not eligible for an adjustment where there was a reclassification or promotion within a classification code, or where a particular employee's salary should not be used as the benchmark minimum due to prior salary history in

another classification, or where the employee is no longer employed by the University at the time the adjustment is paid

- Employees with active discipline are not eligible
- This is a one-time adjustment based on a snapshot date of November 19, 2019. This is not an ongoing or recurring process of review and adjustment.
- The salary adjustments will be effective the first pay period following the effective date of this agreement

B. Salary Adjustment for long-tenured employees

After allowing for the leapfrog payments, the balance of the seventy-five thousand dollar ($75,000) lump sum wage settlement amount will be apportioned in a manner to be determined by the Union to increase the salaries of employees whose total service time with the University commenced on or before December 31, 1995 ("long-tenured employees"). The Union shall provide the apportioned amounts to the University for salary adjustment. The salary adjustments will be effective the first pay period following the effective date of this agreement.

C. Pay Equity Adjustment Program

On or before September 1, 2020, the University agrees to implement a Pay Equity Adjustment Program ("the Program") to provide a mechanism to mitigate and address pay compression pressures within the bargaining unit. Evaluations will be made on an annual basis beginning September 1 of each contract year.

The criteria to be used in evaluating possible instances of pay compression shall be determined by the University in its sole discretion. For illustrative purpose only, such criteria may include the following:

- A minimum number of years of service to be eligible for an adjustment;
- Consideration of compression within a job classification and not across pay ranges or department;
- Consideration of employee performance and disciplinary record;
- Consideration of external market forces for the position(s) in question.

Any adjustments granted pursuant to a Pay Equity Adjustment Program may be phased in over time. The phase-in may be suspended or discontinued based on the University's documented issues with funding availability.

On or before December 1 of each contract year, the University shall advise the Union of the classification(s) that it intends to include in the Program, and the Union may make recommendation(s) regarding the classification(s) identified by the University or any others that, in the Union's view, should be included in the Program. In addition, the Union shall be provided an opportunity to review and make recommendations regarding any pay adjustments decided by the University prior to their implementation, which shall take place effective January 1 of each contract year.

ARTICLE 17 – PERFORMANCE EVALUATIONS

Section 17.1 – Performance Ratings

Employees shall receive a written performance evaluation at the following intervals:

- At the end of the initial probationary period;
- Annually thereafter in accordance with the normal university performance review schedule.

The purposes of the performance evaluation is to provide a means by which to document performance; to ensure that employees are performing at acceptable levels; to establish a procedure for improving performance and correcting performance problems should they occur; and, to provide the opportunity for Management and employee communication on performance.

Where applicable, an employee shall be rated on the achievement of performance objectives and standards established by his or her department head or designee (“evaluator”) and reviewed with the employee by the evaluator during the annual performance evaluation meeting. Additionally, employee performance will be evaluated based on a set of performance factors, established by the Employer and discussed with the employee at the performance evaluation meeting. An employee shall receive one of the following ratings.

- Above Standards;

- Meets Standards; or
- Below Standards.

Section 17.2 – End of Probation Performance Appraisals

When the employee successfully completes the probationary period, including any extension offered by Management, the evaluator, with input if applicable from the supervisor to whom the employee is assigned, will prepare a written performance evaluation, and will document in writing the results of the evaluation, including:

1. An overall performance rating;
2. Any modifications made to the employee's job description;
3. Individual performance factors established by the evaluator that will assist the employee in accomplishing the University's overall objectives for the next evaluation period; and,
4. Any training needs established.

Section 17.3 – End of Year Performance Appraisal

The end-of-year evaluation shall be based, where applicable, on those performance factors and objectives and standards established at the expectations meeting held pursuant to section 17.2 and shall include the following:

1. An overall performance rating;
2. Modification of the employee's job description (if applicable);
3. Individual performance factors established by the Department Head or designee that will assist the employee in accomplishing the University's overall objective for the next evaluation period; and,
4. Recommendations for training as appropriate.

A Performance Appraisal Self-Assessment may be included as part of the end –of-year evaluation in an effort to:

1. Assist in facilitating a comprehensive performance dialog between the employee and the evaluator;

2. Further support an equitable review of an employee's progress and accomplishments since the last performance appraisal; and
3. Encourage employees to actively participate in their success and development.

At the employee's request prior to the end-of-year evaluation meeting, the evaluation may include an employee self-assessment which would be submitted to the evaluator at least ten (10) working days prior to the end-of-year evaluation meeting. The self-assessment would include:

1. What performance related factors the employee wishes to discuss with the evaluator, to include accomplishments, how the employee perceives they met their responsibilities; and changes to duties and responsibilities, etc.;
2. What areas and from whom the employee feels additional support or direction is needed, to include training or professional development activities and how they would be applied; and
3. What specific goals the employee would like to accomplish in the year ahead.

The performance evaluation requires the approval of the evaluator's supervisor. The approval should be secured prior to the end-of-year evaluation meeting with the employee.

The evaluating supervisor will meet with the employee, discuss the performance evaluation, and give the employee a copy of the end-of-year evaluation, to include any employee performance development plans. The employee must sign the evaluation and a copy will be provided to the employee and be placed in the employee's personnel file. The performance evaluation form shall make clear that an employee's signature on the evaluation does not denote agreement with its contents but only serves acknowledgement of receipt. A statement of an employee's comments and/or objections to an evaluation may be attached and put in the employee's personnel file. This evaluation ordinarily will take place in April/May and may be held in conjunction with the expectations meeting as defined in Section 17.2.

Annual Performance evaluations of Meets Standards or above may only be grieved through Step 1 of the grievance procedure, with the grievance being heard by someone other than the evaluator; overall performance evaluations of Below Standards may be grieved through the entire grievance process.

Section 17.4 – Deficient Performance

If at any time an employee's performance is considered to be at a level which fails to meet standards, the employee's supervisor shall notify the employee in writing as soon as possible, which notice shall advise the employee of the specific area of deficient performance. Unless the deficient performance occurs late in the evaluation period, the notice of deficient performance should be given sufficiently in advance of the employee's annual evaluation so that the employee is afforded the opportunity to attempt to improve performance to a “meets standards” level. If an employee receives a “Below Standards” evaluation in two consecutive year-end performance evaluations, the employee may be subject to termination. In some instances, an employee’s poor performance may be so egregious that action must be taken immediately; if so, failure to call deficient performance to the attention of the employee does not preclude the University from acting in response to the employee’s performance issues.

Section 17.5 – Changes to Performance Evaluation Process

In the event that the University proposes any material revisions to the current Performance Evaluation Process, including but not limited to the performance evaluation form, the University will notify the Union

ARTICLE 18 – TRANSPORTATION EXPENSE

All travel must be documented and pre-approved by the departmental supervisor or designee.

Vehicle use, mileage and reimbursement for travel related expenses, including per diem meal reimbursement, are governed by the University’s Travel Policy and Regulations.

The Accounts Payable office will make reimbursement for travel. Itemized expense forms must be completed and submitted with the necessary receipts to Accounts Payable within thirty (30) days following travel, or within ten (10) days following travel for employees who received travel advances. Expense forms will be reviewed by the Accounts Payable Manager for correctness and compliance with the University’s Travel Policy and Regulations.

ARTICLE 19 – HEALTH, SAFETY, AND WELFARE

Section 19.1 – Duty for Safe Work Environment

The Employer and all Employees covered by this MOU shall comply with all safety rules and regulations established by the Employer, as well as all applicable safety-related laws and regulations.

Section 19.2 – Unsafe Work Conditions

When an unsafe condition is alleged to exist, the affected employee shall first notify his/her immediate supervisor who, in consultation with the departmental supervisor, shall take whatever necessary corrective action the Department deems appropriate. Additionally, employees are encouraged to submit a Request for Investigations of Unsafe Work Conditions Report Form found on the University's Environmental Safety web-page. Where the matter is not resolved to the satisfaction of the employee, the employee may request a review by the University's Environmental Safety Office, who shall take all measures he/she deems appropriate to promptly respond to the employees complaint and who shall inform the employee and the employee's supervisor of the results of his/her findings and recommendations in writing.

Section 19.3 – Personal Protective Clothing and Equipment

The University will provide personal protective clothing and/or equipment, to include safety shoes (not including prescription safety glasses) that, as determined by the University, are required by applicable state and/or federal laws and regulations. Where the University determines that employees are required to wear or use personal protective clothing and/or equipment under applicable state and/or federal laws and regulations, the University will advise employees in writing of that requirement, and employees will sign an acknowledgement of same, and must wear or use the items when appropriate.

Section 19.4 – Workplace Violence

The University is committed to maintaining a work environment that is as free as possible from acts or threats of violence or intimidation. The safety and security of staff, faculty, students and visitors are of vital importance. Violent or threatening behavior directed

at staff, faculty, students or visitors, oneself, or property will not be tolerated. This Article applies to any acts of violence or threats made on University property, at University events, or under circumstances that would negatively affect the University's ability to conduct business and to provide a safe working environment to the employees. Included in this prohibition are such acts or threats of violence, whether made directly or indirectly, by words, gestures or symbols that a reasonable person would perceive to be threatening, and which infringe upon the Employer's right or obligation to provide a safe workplace for its employees, students, and visitors**.**

An employee who commits an act in violation of this Section or provisions of the University's Threats of Violence Policy (7/7/00), as amended from time to time, is subject to disciplinary action up to and including termination.

ARTICLE 20 – PERSONNEL FILE

Official personnel files are kept in the Human Resources Office. Employees and/or employee delegates (including employee representatives) who wish to view their official personnel record must complete and submit to the Human Resources Office a Request to View/Copy Personnel File form. All files shall be reviewed in Human Resources Office in the presence of the Associate Vice President of Human Resources or designee. Employee and/or employee delegate (including employee representative) requests for an appointment to view their official personnel file will be scheduled and held within one week of the date of the request, unless circumstances prohibit.

Official personnel files are confidential to the employee and the University. They will not ordinarily be released for review to anyone outside the University unless the employee supplies a signed written authorization releasing the file (or part of it) on a form provided by the University or unless required by law. The University may require that the employee's delegate provide proof of identification. An employee representative whose appearance is entered in a pending grievance or related judicial appeal will be permitted to review the employee's personnel file in preparation for that representation. The Human Resources Office will maintain a record of the time and date of any review of the personnel file, along with the identity of the reviewer.

All records in the official personnel file are available for the employee's review, and may be photocopied only by the Human Resources Office once in an employee's career with the University for free. After that the employee can be charged no more than $0.10 per page for a hard copy. The Human Resources Office will send a copy to the employee of any item added to his or her personnel file.

Working copies of personnel files may be kept in the office of the departmental supervisor, and are not subject to review. Working files are not official files and are to be maintained in a manner intended to be accessible for the supervisor's use only.

All requests for verification of employment for current or former employees shall be directed to the Human Resources Office.

ARTICLE 21 – JOB RECLASSIFICATION AND POSITION CHANGE OPPORTUNITIES

The provisions of this Article concerning Job Reclassification and other position change opportunities shall be interpreted and applied in accordance with USM Policy VII- 9.20 and VII-9.70 and the Salisbury University Policy on Staff Hiring, effective March 2000, as amended from time to time.

Section 21.1 – Job Reclassification Procedures

Reclassification requests may be submitted to the Human Resources Office in accordance with USM Policy VII-9.70, as amended from time to time, and shall be subject to the standards and procedures set forth therein. In accordance with that policy, a reclassification request may be based on:

1. Significant and substantial change*s* that evolve in the position's primary duties,~~.~~
2. When structured changes occur in the position's duties and responsibilities that were unforeseen at the time when employee accepted the position and are crucial to the mission and/or organizational effectiveness of the USM institution, or
3. As a result of changes in the job evaluation program.

Where the Vice President of Administration and Finance approves the Human Resources Office's recommendation that a reclassification be awarded, the decision will be

retroactive to the first full pay period after the submission of the Job Analysis request to the Human Resources Office. The University reserves the right to suspend acceptance of Job Analysis requests for fiscal reasons, with advance notice to the Union. Employees may challenge the denial of a reclassification request through the grievance process.

An employee may not initiate a Job Analysis request where a job study has been completed within the past twelve (12) months, unless the job duties have significantly changed. Changes in the volume of work assigned or performance of an individual are not considered justification for a reclassification.

The employee or his/her supervisor may initiate a request for a job analysis review using the following procedures:

1. The employee, supervisor or department head will request from the Human Resources Office a Request for Job Analysis form for completion and return to the Human Resources Office.
2. The Human Resources Office will provide date of receipt acknowledgement of the request to the employee and supervisor.
3. Following receipt of the Request for Job Analysis form the Human Resources Office will contact the employee and supervisor(s) to schedule an initial meeting to discuss the job analysis process and steps involved. Upon the conclusion of the initial meeting: (1)~~,~~ the employee will be asked to complete the Job Analysis Classification Employee Questionnaire and (2) The supervisor will be asked to complete an updated draft Position Information (PI) form. The employee and supervisor will forward to the Human Resources Office for review his/her completed Job Analysis Classification Employee Questionnaire or draft revised PI along with a copy of the position's current PI, as appropriate.
4. The Human Resources office will then forward to the supervisor the Job Analysis Classification Employee Questionnaire, revised PI and a copy of their previous PI for review. The supervisor will be asked to complete~~,~~ and return the Job Analysis Classification-Statement of Immediate Supervisor form and make any adjustments to the revised PI form.
5. All of the documents will then be forwarded by the Human Resources Office to the department head for review. Upon completion of the review, the department

head will complete the Statement of Department Head form and forward all documents to the Human Resources Office.

6. The Human Resources Office will schedule an onsite desk audit. During and/or after the desk audit, the Human Resources Office may contact the employee, supervisor or department head for additional information.
7. The Human Resources Office will assess all of the information, determine the appropriate job classification and forward its recommendation along with the submitted forms/documentation collected during the job analysis process through the Associate Vice President of Human Resources to the Vice President of Administration and Finance for review and approval.
8. The Human Resources Office will provide written notification of the decision to the employee and supervisor.

The University shall complete the foregoing process within one hundred and eighty (180) days, of receipt of the Request for Job Analysis form by the Human Resources Office, The parties may mutually agree to further extend this time period.

Section 21.2 –Salary Upon Promotional Reclassification or Promotional Transfer

Upon promotional reclassification or promotional competitive transfer (at least one pay range higher than the prior position), the salary for an employee shall increase at least six percent (6%) as long as it does not exceed maximum of the new range. All job reclassification decisions shall be retroactive to the first day of the payroll period following the date that the Human Resources Office received the initial request from the employee.

Section 21.3 –Salary Upon or Competitive Transfer Demotion

Upon competitive transfer demotion, an employee's pay rate may be reduced as per USM BOR Policy VII-9.20 Pay Administration for Regular Nonexempt Staff Employees, as amended from time to time.

Section 21.4 – Pay on Reclassification Demotion/Disciplinary

(a) If reclassification/demotion is the result of disciplinary action, it may result in a reduction in pay as per USM Policy VII – 9.20 Pay Administration for Regular Nonexempt Staff Employees, as amended from time to time.

(b) Upon a reclassification demotion that is not a result of disciplinary action, should the maximum pay rate in the lower grade be greater than the pay rate currently paid to the employee, the employee's current rate will remain unchanged. If the employee's pay rate before demotion is above the maximum appropriate new grade, the employee's pay rate shall be reduced to the maximum of the pay grade.

Section 21.5 – Salary Upon Lateral Transfer or Lateral Reclassification

Upon both circumstances the employee's salary shall remain the same as per USM Policy VII-9.20 Pay Administration for Regular Nonexempt Staff Employees, as amended from time to time.

Section 21.6 – Competitive Position Change Opportunities for Bargaining Unit Positions – Notice of Opportunity

A competitive position change opportunity is a position change into a higher, lower, or lateral job classification within the bargaining unit, consistent with the Salisbury University policy on Staff Hiring effective March 2000, as amended from time to time. When a competitive opportunity exists for a bargaining unit position, which the University intends to fill, the University will indicate whether it is only an internal search or an internal and external search. The opportunity will be announced to the campus and, where appropriate, external candidates. The position announcement will identify the position by job title and minimum pay and shall include the minimum qualifications and skills necessary for the position. The announcement will also state how and where to apply and the closing date for receipt of applications, which shall not be less than ten (10) working days from the date of the initial job posting. Postings for newly opened positions at the University shall be e-mailed to all employees and posted on the University web-site and shall be posted on University bulletin boards outside of the Human Resources Office. All employees shall have access to a

University computer for the purpose of receiving University e-mail and monitoring the University web-site.

Section 21.7 –Position Change Qualifications

Any employee may submit an application for a position change opportunity. In order to be eligible to apply, an employee must:

A. Have completed any probationary period associated with the employee's job classification;
B. Have received a rating of "meets standards" or better on the employee evaluation immediately preceding the date of the employee's application;
C. Have proof of possession of the posted minimum qualifications and skills necessary for the position. Proof of qualification and skills necessary to perform the duties of a position must be evident and clearly documented for any individual applying for an opportunity;
D. Have no active disciplinary actions or attendance problems which management determines affects the employee's ability to serve in the position.

Section 21.8 –Position Change Process

The University shall determine the position change process. Any process used will be based upon merit principles and will be reviewed and approved by the Human Resources Office. At a minimum the position change process will include the following factors:

A. Oral interview;
B. Work history and job performance (including prior evaluations for internal candidates);
C. Educational background;
D. Job related training/certifications;
E. References.

Selection of the successful qualified candidate shall be based on the factors included in the process and is solely within the discretion of the department head subject to review of the process by the Human Resources Office.

ARTICLE 22 – JOB SPECIFICATION, JOB DESCRIPTION

A Job Specification is a statement of the essential components of a job class including a summary of the work to be performed, primary duties and responsibilities of the job and the minimum qualifications and requirements necessary to perform the essential functions of the job. The Human Resources Office maintains USM Job Specifications for nonexempt positions. Because these specifications are system- wide, they cannot be changed, deleted, or amended without the approval of the USM office. Job specifications are available in the Human Resources Office and on the USM website.

A job Description is the statement of the actual job duties and responsibilities that an employee performs. It is more detailed and specific than the Job Specification. Employee job descriptions are developed in accordance with USM Job Specifications and documented on a position information (PI) form used to record an employee's actual duties and responsibilities.

The University retains the right to change an employee's job duties, and job description. Upon initial employment and upon each significant change in duties and/or job description, thereafter, an employee will be furnished a copy of his/her job description. Job descriptions will be updated as frequently as the Employer deems necessary and appropriate to reflect current duties. Employees will be provided an opportunity for input. Each year, to coincide with the performance evaluation process, each employee's PI will be reviewed and updated as appropriate.

ARTICLE 23 – TRAINING

Section 23.1 – Training

The University determines the job related training requirements for the maintenance of an employee's job and will be responsible for providing such training. Employees will be paid for time spent toward University required or approved training consistent with the provisions of this MOU and the FLSA. The University will make reasonable efforts to schedule required employee training during an employee's scheduled work hours. All travel undertaken in conjunction with approved University required training must be documented by the employee and pre-approved by management. Employees shall be permitted to use a University vehicle

to attend required training, if the employee is eligible and the vehicle is available. All out-of-state travel must have a pre-approved travel request form. Expenses incurred in conjunction with approved training shall be reimbursed to the employee pursuant to University and State expense reimbursement policies.

When employees are scheduled for a training day, they shall not ordinarily be scheduled to work the shift immediately before or after the training.

Section 23.2 – Accreditation, Licensure, or Certification

An employee who is assigned additional duties by management in his/her job classification which require that the employee be accredited, licensed or certified as a condition to performing those duties will be provided, at University expense, with the training necessary to achieve the required accreditation, licensure or certification pursuant to Section 23.1, and with a reasonable opportunity to achieve the accreditation, licensure or certification. In addition, the University will pay the cost of and grant time off for physical examinations required for renewing Commercial Driver's Licenses where an employee is required to maintain a Commercial Driver's License. Guidelines for meeting minimum qualifications are provided in USM BOR Policy VII 9.80 – Policy on Impact of Changes in the Minimum Qualifications of Nonexempt Job Class Specifications, as amended from time to time.

Section 23.3 – Attendance at Job Interviews

Upon prior approval by the supervisor**,** which will not be unreasonably withheld, employees will be allowed reasonable release time to attend job interviews on campus and may, consistent with the terms of this MOU, use accrued Annual or Personal Leave to take employments tests and attend interviews for State positions.

ARTICLE 24 – DISCIPLINE AND DISCHARGE

Section 24.1 – Progressive Discipline

The University subscribes to the tenets of progressive discipline, where appropriate as discussed below. No employee shall be disciplined without cause. This MOU incorporates the Disciplinary Guidelines Chart which is attached to this Agreement as Appendix B. The parties recognize that the set of offenses listed in the Disciplinary Guidelines Chart is not all

encompassing, that there may be conduct or performance related situations or incidents not specified in the disciplinary guidelines chart where disciplinary action is appropriate, and that the University has the right to take reasonable appropriate disciplinary action in those circumstances. It is also understood that any step or steps of the disciplinary process may be skipped at the discretion of the University after investigation and analysis of the total situation, past practice and circumstances. For serious offenses, such as fighting, theft, threats of violence, the sale or possession of drugs on University property, etc., termination may be the first and only disciplinary step taken, as reflected in the Disciplinary Guidelines Chart.

Section 24.2 – Disciplinary Actions

Progressive disciplinary actions may include but are not limited to the following actions: verbal reprimand, written reprimand, suspension with pay, suspension without pay, involuntary demotion, and termination. The University is not required to utilize all of the above-listed actions when administering progressive discipline.

When discipline is imposed by the University, the employee shall be provided written documentation of the discipline which includes notice of the employee's appeal rights.

Section 24.3 – Right to Union Representation

Whenever the University is investigating conduct which might reasonably lead to disciplinary action against the employee, the employee shall have the right to union representation at any meeting, hearing, or formal or informal discussions with the University pertaining to the investigation, or imposition of discipline relating to such conduct. Upon request of the employee, the University shall grant the employee a reasonable time-frame for the employee to secure Union representation for a mitigating circumstance conference. This provision does not preclude an employee from discussing any matter with the University without the presence of a union representative. The University and the employee may mutually agree, in writing, to waive or extend any time limitation provide in this Article.

Section 24.4 – Time Limits

The University shall impose disciplinary action no later than ten (10) University working days from the time of an alleged infraction or knowledge of alleged infraction by a responsible

supervisor or administrator. In cases involving disciplinary suspension without pay (excluding suspensions without pay pending charges for removal), the University shall impose such discipline within three (3) University working days, defined as Monday through Friday, excluding holidays and other days when the University is closed.

Section 24.5 – Termination with Prejudice

The University will adhere to all aspects of USM BOR - VII – 1.24 – USM Policy on Termination With Prejudice, as amended from time to time. Under the Maryland Annotated Code, State Personnel and Pensions Article, Section 2-801, agencies of the State of Maryland are prohibited from hiring an individual who has been Terminated With Prejudice from State service. The USM Policy establishes a separation reason called Termination With Prejudice for the USM, and creates a procedure for complying with the statute. The Policy applies to all persons employed by an institution who are not in a temporary employment status, as defined in the Policy.

Section 24.6 – Progressive Discipline Steps

Ordinarily disciplinary problems of a minor nature can be resolved by means of counseling or coaching, which are not disciplinary actions. However, if improvement is not noted, a supervisor will move to progressive discipline. Employees may submit a written response within five (5) days of their receipt of counseling or coaching, to be attached to any written documentation of the counseling or coaching.

Degrees of discipline are generally progressive and are used to ensure that the employee has the opportunity to correct his or her performance. Factors to be considered are:

- how many different offenses are involved;
- the seriousness of the offense;
- the time interval and employee response to prior disciplinary action(s);
- previous work history of the employee.

A. Verbal Reprimand

The supervisor will discuss the job deficiency or offense with the employee and explain the expectation and next steps if the behavior or incident does not improve.

B. Written Reprimand

A repetition of an offense previously addressed by a verbal reprimand, or the first occurrence of a more severe offense will be subject to a written reprimand. When such an action is deemed necessary, the supervisor will discuss the job deficiency or offense with the employee and explain the expectation and next steps if the behavior or incident does not improve.

C. Suspension

A repetition of an offense previously addressed by a written reprimand, or the first occurrence of a more severe offense will be subject to a suspension. No disciplinary action beyond a written reprimand may be taken without authorization from the Associate Vice President of Human Resources or his/her designee. When discipline beyond the written reprimand becomes necessary, the following steps shall be taken:

- The supervisor presents all the facts and necessary supporting documentation to the Department Head or his/her designee with a recommendation for discipline.
- If the Department Head or his/her designee agrees with the recommendation, the matter is next discussed with the Associate Vice President of Human Resources or his/her designee, who will review and make recommendation to the Department Head
- If action is to be taken, the Department Head will complete a Disciplinary Suspension form. Once final approval is obtained, the supervisor will meet with the employee and explain why the action is being taken. If the employee is unavailable it is permissible to mail the Disciplinary Suspension Form to the last known mailing address of the employee.

D. Termination

Termination is normally the last step in the disciplinary process and comes after all other remedial measures have been exhausted or if warranted immediately. In the case of an ongoing problem, there will have been a significant history of corrective efforts, generally involving most of the progressive discipline steps, before termination becomes a logical

course of action. Under some circumstances, termination is used for some first offenses that are of the most serious nature.

If termination is warranted, disciplinary action of this nature must be reviewed in advance with the department head, appropriate Vice-President or his/her designee, and the Associate Vice President of Human Resources or his/her designee before such action is given to an employee.

E. Suspension Pending Investigation

When an offense or action by an employee is of a severe nature and it would be in the best interest of everyone concerned to remove the employee from the premises, and the action calls for suspension or termination, the Department Head, Chairperson or other authorized official may suspend an employee with or without pay pending further investigation of the incident. Such notice of suspension must be in writing, stating the reasons for the suspension and advising the employee that the suspension may be appealed pursuant to USM Policy VII-1.23 Policy on Separation of a Nonexempt Employee, as amended from time to time.

ARTICLE 25 – GRIEVANCE PROCEDURE & SPECIAL ACTION APPEALS

Section 25.1 – Definition

"Grievance" means any cause of complaint arising between an employee who is subject to this MOU and the University on a matter concerning discipline, alleged discrimination, promotion, assignment, interpretation or application of USM or University rules or departmental procedures, or interpretation or application of the terms of this MOU, over which the University or USM has control. However, if the complaint pertains to the general level of wages, wage patterns, fringe benefits, or to other broad areas of financial management and staffing, it is not a grievable issue.

Section 25.2 – General Provisions

1. As used in this Article "days" means calendar days. If the last day a response or action is due falls on a Saturday, Sunday, or day of holiday observance under this MOU, the deadline shall be extended to the next non-holiday weekday. All

deadlines in this Article may be extended by mutual agreement. Time limits of the processing of grievances are intended to expedite dispute resolution and, if not extended, must be strictly observed.

2. A failure by University management to provide a response in the time required shall be deemed a denial of the grievance from which an appeal may be taken.
3. Whenever an employee chooses to be represented by the Union at a grievance proceeding, an official Union representative will be the only permitted representative. For purposes of this Article, the Union shall provide a list of its authorized representatives to the Human Resources Office. A grievance must bear the signature of the employee or the employee's representative at each step of the procedure. To be valid, a grievance must be filed on behalf of a named employee or employees. Where an employee files a grievance arising from terms found only in this Agreement, (i.e., not a claimed violation of USM or University policy), the employee must be represented by the Union.
4. Meetings scheduled pursuant to this Article shall be scheduled at a mutually agreeable time. All participants are expected to actively participate in the scheduling process.
5. Each party shall make every effort to resolve a dispute at the lowest possible level.
6. A decision may not be made at any step of the grievance procedure that conflicts with or modifies a policy approved by the USM Board of Regents or with any applicable statute or administrative regulation issued under appropriate statutory authority, or that otherwise delimits the lawfully delegated authority of University or USM officials, unless prior approval has been obtained from the responsible official.
7. Similar grievances may be consolidated and processed together as a single issue. The person hearing the grievance at Steps One and Two shall make all decisions related to the administration of such consolidated matters at these Steps only.
8. Employee grievance forms shall be available in the Human Resources Office and on its website, and employees shall use the form provided by the Human Resources Office to file the grievance.

9. The person hearing the grievance may exclude incompetent, irrelevant, immaterial and unduly repetitious evidence or witnesses.
10. Any party who elects to use this procedure for resolution of a problem is presumed to agree to abide by the final disposition arrived at in this procedure and the final disposition may not be subject to review under any other procedure within the University; nothing in this Article is intended to prevent an employee from seeking judicial review of the final administrative decision where permitted by law.
11. Release time from normal work schedules is to be granted to the grievant and all witnesses to attend grievance hearings. Expenses incurred in connection with attendance by employees at grievance hearings shall be borne by the employee's department.
12. It is the responsibility of the head of each organizational unit to assure that each employee understands the channels of communication and appeal, specifically who is the department head and who acts in his/her absence.
13. A record of each grievance and its disposition shall be furnished to the employee involved. A file copy of each grievance shall be maintained at the last step at which the grievance was processed, and an additional copy shall be filed with the Human Resources Office which shall be available to the employee or the employee's representative.
14. All grievance hearings shall be open hearings unless either party requests that the hearings be closed. At any step of the grievance procedure, either party may require that witnesses be excluded from the hearing room until called.
15. Where the University action or actions which give rise to a grievance also are the basis for an unfair labor practice charge before the State Higher Education Labor Relations Board, the employee must elect to proceed under either this grievance procedure or the unfair labor practice procedures, and the employee thereby waives the right to proceed under the other process.

Section 25.3 – Procedure

A grievance shall be presented and adjusted in the following manner:

Step One: Within thirty (30) days after the event giving rise to the grievance, or within thirty (30) days of the time when the employee should reasonably become aware of its occurrence, the aggrieved employee or the employee's designated representative acting on behalf of the employee, may file a written and signed grievance with the Human Resources Office. Within fifteen (15) days of receipt of the written grievance, the Department Head or the Department Head's designee will hold a Step One Conference on the grievance. The Department Head or designee, as appropriate, will issue a written decision on the grievance within fifteen (15) days following the close of the conference.

Step Two: If the employee is not satisfied with the Step One decision, the employee or the employee's designated representative, acting on behalf of the employee, may appeal to the Human Resources Office within fifteen (15) days of receipt of the Step One decision. Upon timely receipt of an appeal, the Associate Vice President of Human Resources or designee, the aggrieved employee and the employee's designated representative where applicable, will hold a Step Two Conference on the grievance within fifteen (15) days of receipt of the appeal. The Associate Vice President of Human Resources or designee, as appropriate, will issue a written decision within fifteen (15) days following the close of the conference.

Step Three: If the employee is not satisfied with the Step Two decision, the employee or the employee's designated representative, acting on behalf of the employee, may, within ten (10) days after receipt of the Step Two decision, appeal the Step Two decision directly to the Office of Administrative Hearings (OAH), unless the Chancellor has previously revoked his/her general delegation of authority to the OAH to hear Step Two appeals. In such case the Union will be notified of his/her revocation. The decision of the OAH is final and binding on all parties except to the extent an appeal is otherwise provided by law.

The Administrative Law Judge (ALJ) shall have the power to award back pay in any grievance and the University President shall enforce such order. In a reclassification case, an award of back pay shall be made to the employee for the period that has elapsed since the first full pay period after the submission of the reclassification request to the Human Resources Office, and as otherwise consistent with the provisions of this MOU.

Section 25.4 Special Grievances

"Special Grievances" are disputes involving major personnel actions, including: suspensions, demotions, separations from employment, notice terminations, and rejections of probation. These "Special Grievances" will be adjudicated pursuant to the procedures outlined in USM BOR Policy VII-8.00 – Policy on Grievances for Nonexempt and Exempt Staff Employees, as amended from time to time.

ARTICLE 26 - OTHER LEAVE

Section 26.1 – Jury Duty

Employees who are notified by mail of jury service must notify their supervisors as promptly as possible. Employees who are selected for a jury pool or who are impaneled as a juror must notify their supervisor and provide an estimate of the amount of time they will be away from work. Employee must comply with the court call in provision regarding jury service as soon as available (normally 5:00 p.m.), and where they are advised that their panel is released, they must so notify the supervisor on duty and return to work the next day on their regularly scheduled shift.

An employee who is on jury duty is entitled to leave with pay when the employee's jury service occurs on the employee's scheduled workday. Employees who are scheduled other than a day shift shall be reassigned to a day shift. If, after reporting for jury duty, the employee is dismissed for the day, the employee shall return to work if there are two and one half (2 ½) hours or more left in the employee's work schedule. The employee will be required to provide documentation to verify his or her attendance at jury duty.

Section 26.2 – Leave for Service as an Election Judge

In accordance with the USM BOR Policy VII-7.25 – Policy on Leave for Service as Election Judge for Regular Status Nonexempt and Exempt Staff Employees, as amended from time to time, an employee, appointed by the Election Director of a Local Election Board, as specified in the Annotated Code of Maryland, Election Law Article, Section 10-203, shall be entitled to use one hour of paid administrative leave for each hour of service as an election judge up to a total of eight (8) hours for each day of service without loss of pay or charge to

any leave; and shall be entitled to receive the election judge compensation as specified in the Annotated Code of Maryland, Election Law Article, Section 10-205.

ARTICLE 27 – SENIORITY

Section 27.1 – General

Seniority is defined as the length of continuous employment, starting with the original date of hire with the University.

Seniority rights are relinquished by the employee for the following reasons:

A. Voluntary resignation;

B. Retirement;

C. Termination;

D. Failure to accept recall from layoff, provided the position offered was at a comparable compensation grade level to provide the employee 80% or more of his/her salary earned at the time of layoff;

E. Failure to return from leave of any kind, including leave of absence;

F. Abandonment of position.

Section 27.2 – Formula for Establishing Seniority Points for Layoff Purposes

The formula to be used for calculating seniority points for purposes of layoff is set forth in Article 35 – Layoffs.

Section 27.3 – Probationary Periods and Seniority

Employees serve a probationary period following hire, and shall be credited with commensurate service toward seniority upon completion of the probationary period. Employee probationary periods for initial hire and change of status are governed by USM BOR Policy VII – 1.21 – Policy on Probation for Regular Nonexempt and Exempt Staff Employees**,** as amended from time to time. Any approved leave with pay, or any authorized call to military service, shall not break seniority, and the employee shall continue to accrue seniority during the time the employee is on such leave.

Section 27.4 – Seniority following Reinstatement

An employee shall give notice of resignation at least two (2) weeks in advance. An employee who resigns or otherwise leaves the employment of the University in good standing and who is rehired by the University within three (3) years after the date of separation from employment may be reinstated to a position with full credit for prior service. Seniority shall be determined by the original date of hire; however, seniority and benefits do not accrue during such absence. The three (3) year reinstatement time shall be held in abeyance during periods of a complete University hiring freeze. This section is in accordance with USM BOR Policy - VII 9.61 – Policy on Reemployment and Reinstatement for Regular Status Nonexempt and Exempt Staff Employees, as amended from time to time.

ARTICLE 28 – INSURANCE AND BENEFITS

Section 28.1 – General

Employees covered by this MOU who are otherwise eligible may participate in the benefit programs (health and other insurance plans) offered by the State of Maryland and the University System of Maryland on the same basis and subject to the same terms and conditions including but not limited to the payment of all applicable premiums, co-pays, deductible, and other fees and expenses as established for other University and state employees.

In the event that the State makes any changes to any programs offered, including any changes to any applicable premium, co-pay, deductible or other form of employee fee or expense, the University reserves the right to implement those same changes and to terminate any such plan at such time as it is terminated by the State.

Section 28.2 – Open Enrollment

The University shall hold open enrollment periods coinciding with the State's open enrollment periods at which time eligible employees shall be able to enroll in a health plan, continue in their current plan (if still offered), or elect another plan. Unless there is a mandatory election or response required, employees who take no action during open enrollment will automatically be reenrolled in their current plan and coverage if still offered. The University

will cooperate with the State's efforts to hold periodic health benefits fairs. These fairs will be well publicized and scheduled to facilitate employee attendance. The Union will be provided with notice in advance of and space at such fairs held on University property. Open enrollment information and forms will be made available to all employees and the Union when provided by the State. Employees who will be on leave during open enrollment and who make the necessary arrangements with the Human Resources Office prior to going on leave will have their open enrollment information mailed to them.

ARTICLE 29 – EMPLOYEE ASSISTANCE PROGRAM

Section 29.1 – General

The Employer and the Union recognize the value of counseling and assistance programs to those employees whose personal problems affect performance of their job duties and responsibilities. Therefore, the Employer agrees, subject to the availability of the State of Maryland Employee Assistance Program (EAP), to continue referrals, where appropriate, to the State's EAP. Except as provided below, records regarding treatment and participation in the EAP shall be confidential and retained by the EAP/Health Care Provider. Information released to the Associate Vice President of HR or designee as provided below shall be treated confidentially and maintained in a separate EAP file in the Office of Human Resources. In instances of mandatory Employer referrals to the EAP, the employee will not be charged for the initial assessment and will be reimbursed for reasonable and necessary travel costs actually incurred in the attendance of the initial assessment but must pay all other costs resulting from the initial assessment and all applicable fees and costs following the initial assessment.

Section 29.2 – Referrals

The employee shall execute only such releases as are necessary for the EAP/Health Care provider to provide the Associate Vice President of HR or designee with only the information necessary to determine whether the employee can perform the job safely and effectively and/or whether the employee needs to participate in the program, and if so, the employee's compliance or non-compliance with the Employee Assistance Program.

ARTICLE 30 – DRUG AND ALCOHOL TESTING

Drug and alcohol testing shall be done in a fair and equitable manner in strict observance of all applicable law and regulations. All employees subject to such testing shall be so informed.

Employees who are called in to work outside of their regularly scheduled hours shall be provided the opportunity to acknowledge they have consumed alcohol within the previous four hours. The employees who make an acknowledgment under this section shall not be subject to disciplinary action and may not be assigned to perform a safety-sensitive function.

Employees will comply with USM BOR Policy – VII-1.10 Policy on a Drug and Alcohol-Free Workplace for Employees, the Governor's Executive Order on Substance Abuse, and with the University's Drug and Alcohol Testing Procedures for non-exempt employees. The University will provide the Union with a copy of the Procedures no less than thirty (30) days prior to their implementation. Unlawful manufacture, distribution, dispensation, possession or use of controlled substances or alcohol by employees in the workplace is prohibited under the University policy. It is, however, recognized that employees may be properly in possession of alcohol and controlled substances in the normal course of their duties.

ARTICLE 31 – WORK FACILITIES

Section 31.1 – Employee Meal Room

Employees will have access to a lunch /break area.

Section 31.2 – Lockers

The University will provide lockers, desks, or other areas where employee property may be stored during work hours.

Section 31.3 – Parking Facility

Employees covered by this MOU may utilize campus parking facilities subject to availability, provided that they comply with all applicable parking rules and regulations and pay applicable fees.

Section 31.4 – Access to Campus Facilities

Employees shall have access to and use of all appropriate campus facilities, open to the general University population, including but not limited to all health and fitness facilities, sports complex, dining facilities, the library, and computer facilities, subject to University rules and regulation, and under the same terms, conditions, and fees applicable to the general University employee population. Employees shall have access to the nonexempt staff break room in the Physical Plant building and to the Staff Lounge in the Academic Commons for breaks/lunch.

ARTICLE 32 – PROBATIONARY PERIODS

Section 32.1 – Original Probationary Periods

Original probation is the period following original appointment to a nonexempt job class or to a nonexempt position following a break in service of three (3) years or more. A probationary period is a period of time in which employees demonstrate their ability to perform the duties and responsibilities of their positions. All newly hired nonexempt employees shall serve a six-month probationary period, which may be extended at the sole discretion of management up to an additional six months. During the probationary period, the supervisor, with the approval of the department head and written notification to the Office of Human Resources, may separate the employee without reason at any time with a two-week written notification. An employee has the right to appeal the rejection within five workdays of receipt of the written notification on grounds of procedural deficiency or violation of law only. This section shall be administered in accordance with USM BOR Policy VII-1.21- Policy on Probation for Regular Nonexempt and Exempt Staff Employees, as amended from time to time.

Section 32.2 - Status Change Probation

Status Change Probation is the period following reinstatement or a competitive transfer (promotional, lateral, or demotional), pursuant to USM BOR Policy - VII – 1.21 – Policy on Probation for Regular Nonexempt and Exempt Staff Employees. Except as otherwise provided in the applicable policy, employees may be rejected on status change probation only

for cause and upon thirty (30) days written notification prior to the end of the probationary period.

In the event the status change probationary period is unsatisfactory or the employee does not wish to continue in the position, the employee shall be restored to his/her former position if it is vacant or held by a temporary employee; if their former position is not available, the employee will be restored to a former grade level and comparable classification, or, if no such position is available, the employee will be placed on layoff with full recall rights.

Section 32.3 – Pay Adjustment Upon Successful Completion of Probationary Period

Upon successful completion of an original or promotional status change probationary (at least one pay range higher than the prior position), employees shall receive a 2.5% salary increase effective at the beginning of the pay period following successful completion of the probationary period.

ARTICLE 33 – UNIFORMS AND EQUIPMENT

Section 33.1 – Uniforms

Where the University has determined that a specific job classification should wear a uniform, the University will determine the nature and style of the uniform (shirt, shirt and pants, color, vendor, etc.), and will provide the uniforms. The University will also determine which uniform items are worn in which work situations. Where uniforms are provided, they must be worn by the employee and shall be issued at no cost to the employee.

Section 33.2 – Replacement of Uniforms

The University will replace uniforms on a department-by-department basis consistent with current practices. Replacement uniforms shall be in a new condition, fit properly, and be provided at no cost to the employee. Employees are responsible for maintenance and upkeep. If a uniform is damaged or lost through the fault of the employee, replacement shall be at the employee's expense. The University shall provide a minimum of a thirty (30) minute time period each week to provide employees the opportunity to exchange and/or replace uniforms as needed.

Section 33.3 – University Issued Cell Phones

The University will provide to all eligible employees a State-issued cellular phone for work efficiency purposes as determined appropriate by the Department Head. The cost of such phones shall not be charged to the individual employee unless the Department Head determines that personal usage in any given month exceeds what would be considered "de Minimis" by the Internal Revenue Service, in which case the employee would be required to reimburse the University for the excess use. The University agrees to review each position for applicability of this Section once each fiscal year. Any employee who is given a state issued cellular phone or who uses their own cellular device for work purposes must adhere to the University's Mobile Device Security Policy.

ARTICLE 34 – TUITION REMISSION

This program shall be administered by the University consistent with USM BOR Policy VII – 4.10 – Policy on Tuition Remission and Tuition Reimbursement for Regular and Retired Nonexempt and Exempt Staff and Faculty Employees of the University System of Maryland, as amended from time to time, and USM BOR Policy VII-4.20 – Policy on Tuition Remission for Spouses and Dependent children of USM Employees and Retirees, as amended from time to time, and/or any successor tuition remission policies that may be adopted during the duration of this MOU.

In the event that during the duration of this MOU, the USM Board of Regents adopts a policy that rescinds the afore-referenced tuition remission policies, the University agrees, unless prohibited by USM policy or State statute, to continue the current level of University benefits for eligible members of the bargaining unit, at the University campus only, under the guidelines set forth in the most recent versions of USM BOR Policies VII-4.10 and 4.20, through the end of the academic semester following expiration of this MOU.

Eligible employees will be permitted, with supervisory approval, to adjust their work schedules including using a combination of lunch and work breaks or, at the employee's discretion, to use available leave to take a course or courses totaling no more than four credit hours per regular academic term (does not apply to special sessions), provided that any time missed to attend class be made up by the employee during the work week in which the time is missed, in the performance of the employee's regular duties during regular work hours,

and provided the course cannot otherwise be scheduled during non-work hours. This does not affect the right of employees, if eligible, to take a total of eight (8) credit hours during a semester pursuant to USM Policy. Any reasonable request which has been denied may be appealed to the Associate Vice President of Human Resources or designee.

Should an eligible employee resign, be terminated from State service, or cease being an eligible employee before the end of the drop/add period as posted in the official Academic Calendar for which tuition remission benefits were provided, the employee shall be required to pay back the full cost of all tuition remission benefits claimed.

ARTICLE 35 – LAY-OFFS

The following procedures are to be used for the layoff of bargaining employees who are in positions that are to be abolished, discontinued, or vacated because of a lack of supporting funds, program change, change in departmental organization, stoppage or lack of work. The University retains the right to decide whether to lay off employees. The University and the Union hereby agree that all future layoffs noticed after the date of this MOU shall be governed by the following:

Section 35.1 – Layoff Notice

When the University decides to layoff an employee or employees, a notice shall be given to the affected employee(s) and the Union at least ninety (90) days in advance of the effective date of such layoff. Notices of layoff shall be in writing and shall be acknowledged in writing by the employee. The University may place an employee who receives a notice of layoff on Administrative Leave for any portion of the ninety (90) day notice period. The Union may request a meeting with the University upon notification of a layoff.

Section 35.2 – Order of Layoff

The University shall determine in which classifications layoffs will occur. Layoffs will occur within the Department. “Department”, for purposes of this Article is a unit identified in the “University of Maryland System Department List for Lay-Off and Reinstatement”; this list is revised by the University and approved by the Chancellor from time to time. Within each classification affected, layoffs shall occur in the following order:

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

Section 35.3 – Seniority Points

The formula for establishing seniority points shall be as follows:

A. One point shall be given for each complete month of credited service for the following:
   1. University System* (and/or predecessor organizations) service including service as medical system University personnel as defined in MD Code, Education, § 13-301(q);
   2. Service with the Department; and
   3. Service in the job classification and its job series where the layoff is to occur.

B. For creditable service of less than a complete month, the employee shall be credited with 0.032 points for each day of creditable service.

C. For part-time employees, creditable service shall be determined by the funded percentage of the position.

D. The combined total of all points shall determine the order of layoff. If two or more employees in the same classification have the same number of seniority points: the appropriate Vice President, with approval of the University President, will determine the employee(s) to be retained based upon a written evaluation of the specific skills, knowledge, and abilities of each employee, prepared by the Department Head.

* Includes former Board of Trustees and University of Maryland Schools

Section 35.4 – Displacement Rights

Employees covered by this MOU who are notified that they are being laid off will receive a statement of what displacement rights, if any, they have and may elect to exercise

displacement rights as provided herein. An employee's election to exercise displacement rights must be made by giving written notice to the Office of Human Resources within fifteen (15) calendar days of the notice to the employee of the layoff.

1. An employee in a position which is to be abolished, discontinued, or vacated shall be allowed to displace another employee with the least seniority:
   A. In the same job classification, or, if not available:
   B. Progressively to each lower classification in the same job series; or
   C. In any other classification in which the employee held satisfactory regular status; or
   D. In any other job classification in which the employee meets the minimum qualifications of the job.
2. The displacement as described above, shall be limited to the Department.
3. An employee who elects not to displace another employee or who is ineligible to displace another employee in accordance with this Section shall be laid off.
4. An employee who is displaced under this Article of the MOU is subject to the terms, conditions, and benefits available to an employee who is laid off under this Article.

Section 35.5 – Recall List

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 specific position from which the layoff occurred is reestablished.

1. Notice of recall from a layoff shall be sent to the employee by certified mail, return receipt requested.
2. The recalled employee shall have up to ten (10) workdays following receipt of the recall notice to notify the University of their intention to return to work.
3. The recalled employee shall have up to twenty-one (21) workdays following receipt of the recall notice to actually return to work.

Section 35.6 – Notice of Job Vacancies

For a period of two (2) calendar years from the effective date of the layoff the employee will be notified of job vacancies at the University and, if interested, shall be granted interviews for appointment to vacancies in the classification in which the employee was laid off, any lower classification in that job series, any classification for which the employee has completed an original probationary period, or any other position vacancy for which the employee meets the minimum qualifications.

Section 35.7 – Severance Package

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

1. Tuition Remission:
    A. Employees who are laid off, who have completed less than ten (10) years' service with the University and who are receiving tuition remission at the time of layoff may complete the semester in which the lay-off occurs at whatever qualifying institution they are attending at that time, and they may receive tuition remission for one (1) additional full-time semester or two (2) additional part-time semesters, not to exceed a total of eighteen (18) credit hours, at University campuses only.
    B. Employees who are laid off, who have completed more than ten (10) years' service with the University and who are receiving tuition remission at the time of layoff, may complete the semester in which the lay-off occurs at whatever qualifying institution they are attending at that time, and they may receive tuition remission for two (2) additional full-time semester or four (4) additional part-time semesters, not to exceed a total of thirty-six (36) credit hours, at University campuses only.
    C. For purposes of this Section, full-time shall be considered twelve (12) credit hours or more. Part-time shall be considered to be less than twelve (12) credit hours.
    D. The tuition remission benefit described in this Section is for the employee only, with the exception that any employee dependent enrolled in coursework at the University 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.

2. Employment Assistance:

   A. Job Search Services: The University will provide employees with the opportunity to seek assistance from the University Career Services or Human Resources Office to help with resume writing and job interview skills.

   B. Counseling: The University's Employee Assistance Program will be available to provide personal individual counseling for employees who have been affected by job loss, and who are experiencing emotional stress.

ARTICLE 36 – SKILL DEVELOPMENT PROGRAM

The parties recognize that there are limited opportunities for employees to obtain practical experience that will increase their opportunities for selection to positions that require different skill-sets. Accordingly, the parties agree that the University may develop and implement an On the Job Training (OJT) Program (Program), to provide some "hands on" experience to those interested employees who seek to develop skills which could qualify them for other positions within the University. This OJT program, when coupled with other educational methods, would be designed to enhance an individual's opportunity for advancement as well as develop a pool of better-trained, qualified candidates for skilled trade vacancies.

The University will provide the MCEA staff representative with a copy of any written program developed and provide MCEA with an opportunity to comment on it. It is understood and agreed however, that the design and implementation of the Program is not subject to bargaining. The University will be solely responsible for the design of the Program and retains the authority and control over all aspects of the Program, including whether to implement, continue or terminate it.

Employees may apply for participation in the Program as opportunities arise, and the University will create a merit based selection process for participation in the Program. No employee will be subject to disciplinary action or will be negatively affected in performance

evaluations for that employee's decision not to participate in, or to cease participation in the Program.

Although not all inclusive, some of the types of "design" components that could be included in the Program are:

- Positions covered;
- Eligibility factors;
- Duration of Program;
- Selection Criteria, Process and Responsibility;
- Program Content;
- Performance Evaluation and Feedback;
- Special consideration such as changes in work hours or limitations on leave usage while participating in the Program.

ARTICLE 37 – STRIKES AND LOCKOUTS

Consistent with the Maryland Code, State Personnel and Pensions Article Section 3-303, employees are prohibited from engaging in any strike. The employer may take disciplinary action, including termination of employment, against any employee who participates in a strike. "Strike," as defined in Section 3-303, means any concerted action to impede the full and proper performance of employment duties in order to induce, influence, coerce, or enforce demand for a change in wages, hours, terms, or other conditions of employment, and includes a total or partial refusal or failure to report to work; refusal or failure to perform employment duties, withdrawal from work, work stoppage, or work slowdown. The Union agrees that it will not engage in or encourage any strike activity, and that it is subject to the provisions of Section 3-303. The Union also agrees that, upon notice by the University, it will disavow any job action taken in violation of Section 3-303 and take reasonable steps to attempt to bring any employees involved into compliance with the law.

Consistent with the Maryland Code, State Personnel and Pensions Article Section 3-304, the University may not engage in any lockout. "Lockout", as defined in Section 3-304, means action taken by the University to interrupt or prevent the continuity of the employees' usual work for the purpose and with the intent of coercing the employees into relinquishing rights guaranteed by Title 3 of the State Personnel and Pensions Article, or any action taken

by the University to bring economic pressure on employees for the purpose of securing the agreement of their exclusive representative to certain collective bargaining agreement terms.

ARTICLE 38 – LABOR MANAGEMENT ADVISORY COMMITTEE

The Employer and the Union agree to form a labor management committee consisting of two (2) bargaining unit employees and two (2) management representatives. The committee will be co-chaired by one (1) representative from each side. The committee will meet as needed, as determined by the co-chairs, but at least quarterly unless waived by both co-chairs, and consider issues that the co-chairs agree to put on the agenda. At the request of either co-chair, and with supervisory approval, no more than two (2) employees per meeting may be asked to appear before the committee to assist with matters of particular concern. The committee does not have authority to bargain or reach agreement over wages**,** hours, and other terms and conditions of employment affecting bargaining unit employee, and it may not enter into binding interpretations of the MOU. The committee may, however, bring matters of concerns and recommendations to the Union and the Associate Vice President of Human Resources.

ARTICLE 39 – ACCESS TO POLICIES

The University shall, at all times, ensure that all applicable policies and procedures, and a copy of this MOU, as promulgated by the USM and/or the Office of Human Resources, will be available on-line, primarily through the University's Human Resources Office website and the USM BOR website.

ARTICLE 40 – DURATION, RENEWAL AND REOPENER

Section 40.1 – Duration

This MOU shall become effective upon ratification by the bargaining unit and by the USM Board of Regents (whichever occurs later), provided that 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 provisions of this MOU has retroactive application unless required by law. This MOU expires at 11:59 p.m. on the day before its third anniversary date. The parties shall ensure that their respective ratification processes are completed as promptly as

possible after the conclusion of negotiations. In accordance with the Annotated Code of Maryland Title 3, State Personnel and Pensions Article § 3-603, this Memorandum of Understanding shall continue in full force without change and effect until a successor Memorandum of Understanding is agreed and ratified.

Section 40.2 – Renewal

Should either party desire to renew this MOU, they may only do so by providing written notification of its intent to do so to the other party at any time prior to the last twelve (12) month period of its duration. 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.

ARTICLE 41 – MISCELLANEOUS

Section 41.1 – Existing Policies and Procedures

All Board of Regents (BOR) and University policies and procedures shall remain in force and effect unless modified specifically by this MOU or changed as provided below. Nothing contained in this Section 1 affects whatever rights the Union otherwise may have to contest the application of any such policy or procedure.

Section 41.2 – Mid-term Bargaining

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

process. The parties further agree and intend that the waiver set forth herein shall be construed as consistent with the provisions of the Preamble to this MOU and enforceable.

Section 41.3 – Changes in Terms and Conditions of Employment

The University and the Union acknowledge their mutual obligation to negotiate as defined and limited by law and this MOU over University proposed changes in wages, hours and other terms and conditions of employment affecting bargaining unit employees not specifically covered by this Agreement or waived as provided in Section 41.2 above, and not reserved to the University as a management right. Where applicable, the obligation to bargain is limited to those changes that will affect the working conditions of bargaining unit employees. The minimum notice to the Union of the intended change in working conditions subject to this obligation (including a proposed change in a USM BOR or University policy or procedure affecting bargaining unit working conditions and otherwise subject to the obligation to bargain) is thirty (30) days prior to the proposed implementation of the change; however, if required to meet a legislative mandate or an emergency situation, the University may provide the Union with less than thirty (30) days' notice but will notify the Union as soon as possible prior to the proposed implementation of the change. The Union may request bargaining within this notice period. Where the Union does not request bargaining, the University is free to implement the changes. Where the Union does request bargaining, the Union shall submit proposals in response to the University's intended changes within ten (10) days of its request to bargain, and the parties will meet within ten (10) days to discuss the changes and any proposals submitted by the Union. The University may implement its proposed changes only after meeting with, and considering any proposals submitted by the Union, so long as the Union is available to meet within the required timeframe.

Where bargaining is required and requested by the Union over changes necessary to meet a legislative mandate or emergency condition, the parties will negotiate in good faith prior to implementation, but the University may temporarily implement any changes necessary to meet the legislative mandate or emergency condition, including any applicable timeframes, even if no agreement is reached with the Union.

Section 41.4 – Savings Clause

Should any part of this MOU be declared invalid by operation of law or by a tribunal of competent jurisdiction, the remainder of the MOU shall not be affected but shall remain in full force and effect. In the event any provision is thus rendered invalid, upon written request of either party, the University and the Union shall meet promptly and attempt to negotiate a substitute for the invalid article, section or portion thereof.

Section 41.5 – Awards

The University agrees to process as soon as possible any monetary award arising from a disciplinary appeal, grievance proceeding, or other personnel action under this MOU. However, in matters where the University is represented by the Attorney General's Office, said awards will be processed as soon as possible upon receipt of written instruction from the Attorney General's Office to pay the award, and the University agrees that it will make all efforts to obtain prompt instructions from the Attorney General's Office.

Signature Page

For Salisbury University:

Dr. Charles A. Wight
President, Salisbury University

For the Union:

Linda Day
MCEA President

Michael Keeney
Chief Negotiator MCEA

APPENDIX A

Policy on Reporting to Work and Attendance for Non-exempt Employees

Purpose

To establish standards on reporting to work and attendance/lateness for employees. The purpose of these standards and rules is not to restrict the rights of anyone, but rather to help ensure that employees are aware of minimum requirements.

Statement of Policy

All employees are expected to report to work at their regular starting time each day on which they are scheduled to work.

Lateness

Lateness occurs when an employee does not report to work at his/her scheduled starting time or when an employee fails to return to work at the designated time after lunch or a break. Reporting late for work or returning late to work after lunch or a break may result in disciplinary action.

Supervisors have the discretion to excuse the lateness of an employee if there is some unusual or exigent circumstance, e.g., weather conditions or campus parking restrictions.

Where an employee is late by less than eight (8) minutes, the employee will not be docked pay for the lateness. Where an employee is more than eight (8) minutes late, the employee will be docked a minimum of fifteen (15) minutes pay. However, if the lateness is between eight (8) and fifteen (15) minutes, the supervisor has the discretion not to dock the pay for the period of time between arrival and fifteen (15) minutes, based on an unusual or exigent circumstance, e.g., weather conditions or campus parking restrictions.

Absence

Except as provided in “note” below, time away from work is either excused or unexcused.

- Excused Absences-pre-planned/scheduled and approved by the supervisor prior to the end of the employee's previous work shift.

- Unexcused Absences-unplanned where the absence was not pre-approved by the supervisor, but the employee notified the supervisor of the absence prior to the beginning of the employee's work shift.

Note: While sometimes not scheduled, absence due to a bona fide work-related injury (workers compensation) or absence from work covered by the Maryland Healthy Working Families Act or Family and Medical Leave Act (FMLA) or personal leave will be considered "excused".

Notification/Call-in

Employees are expected to notify their supervisor in advance of any absence. When prior notification is not possible, due to extenuating circumstances, employees should call the supervisor/designee no later than fifteen (15) minutes after their regularly scheduled starting time. When providing notification, the employee is expected to give the reason and the estimated length of the absence.

Employees on extended illness, workers' compensation, or disability leave where a return to work date has not been set, should update their supervisor on their condition and the prospects for returning to work on a weekly basis.

Employees who are absent for three (3) consecutive scheduled shifts without notifying their supervisor/employer are subject to termination as a "voluntary quit". Specifically, an employee who is absent from duty without notifying the supervisor of the reasons for the absence and of the employee's intention to return to duty is absent without leave. After three (3) consecutive scheduled shifts from the first day of absence, the University shall advise the employee by certified and regular mail sent to the employee's last address of record that the employee is considered to have resigned without notice. A resignation without notice may be expunged by the University when extenuating circumstances exist, and the employee had good cause for not notifying the University.

Attendance/Lateness Problems

It is the responsibility of the employee's immediate supervisor to monitor and maintain a record of the employee's attendance.

Unexcused latenesses and unexcused absences may subject an employee to disciplinary action as follows:

- After two (2) incidents of unexcused absence in a rolling twelve (12) month period; OR
- After three (3) incidents of unexcused lateness in a rolling twelve (12) month period.

APPENDIX B

Examples of offenses or job deficiencies	**First Occurrence of any offense or job deficiency**	**Second Occurrence of any offense or job deficiency**	**Third Occurrence of any offense or job deficiency**	**Fourth Occurrence of any offense or job deficiency**	**Fifth Occurrence of any offense or job deficiency**	
Group 1: Remains active part of employee's record for one year from date of incident						
Lateness (see Appendix A)	Verbal Reprimand	Written Reprimand	One-Day Suspension	Three-Day Suspension	**Termination**	
Unexcused Absences (see Appendix A)						
Stopping work before the designated time						
Inappropriate conduct of poor judgment that may interfere with another employee's work						
Failure to follow established leave request procedures/policies						
Disregard for stated department uniform and staff identification procedures or policies						
Failure to follow timekeeping procedures, as required (e.g. swiping timecard, etc.)						
GROUP 2: Remains active part of employee's record for two years from date of incident						
Violation of stated rules, procedures, policies or regulations	Written Reprimand	One-Day Suspension	Three-Day Suspension	**Termination**		

Failure to maintain satisfactory working relationships to include unprofessional or improper conduct or behavior in the performance of duties						
Failure to perform or poor performance of job duties, to include failing to follow instructions or maintain established standards of workmanship of productivity						
Failure to inform the supervisor when leaving the workstation, without justification.						
Failure to follow notification/call-in procedure (see Appendix A).						
Excessive use of University telephone, email, or internet for personal matters						
GROUP 3: Remains active part of employee's record for three years from date of incident						
Sleeping on the job	One-Day Suspension	Three-Day Suspension	**Termination**			
Intentionally swiping another employee's time card						
Insubordination or willful disobedience including refusal to accept instructions from a supervisor or other proper authority and refusal to cooperate with administrative investigations						
Conduct unbecoming or that brings the University into public disrepute including use						

of profane language, horseplay, and verbal harassment						
Conduct that adversely affects or interferes with the normal operations of the University						
Failure to obtain or maintain a license or certificate required as a condition of employment because of misconduct						
Unauthorized or improper use, or mishandling of, State or University funds, property, materials, documents, equipment, or vehicles						
Negligence or carelessness that could have or resulted in damage to property or equipment, including disregard for stated safety rules, regulations or proper use of equipment						
Any violation of the Governor's Executive Order on Substance Abuse, USM, and/or University Drug and Alcohol Policies for non-sensitive employees						
A combination of two (2) Group 1 and one (1) Group 2 within a one (1) year period of time	One-Day Suspension	Three-Day Suspension	Termination			
A combination of two (2) Group 2 and one (1) Group 3 within a two year period of time	Three-Day Suspension	Termination				
GROUP 4: Remains active part of employee's record permanently						

Negligence or carelessness that could have or resulted in personal injury or endangering the lives of others	Five-Day Suspension	Termination				
Operation of a State vehicle or equipment without required valid license	Termination					
Unauthorized possession of firearms on the job	Termination					
Threats, fighting or physical action against another person	Five-Day Suspension	Termination				
Theft	Termination					
Violation of USM or University Sexual Misconduct and other anti-discrimination policies and procedures	Up To Termination					
Conduct such that employee presence could or would compromise another's safety or privacy, or discloses confidential University information, including medically-related records.	Termination					
Per State of Maryland: Alcohol & Drug Offenses for Sensitive Employees – Remains active part of employee's record permanently						
At-Work alcohol driving offense	Fifteen Day Suspension/1st conviction	Termination/2nd conviction				
Off-work alcohol-driving offense	One Day Suspension/1st conviction	Five Day Suspension/2nd conviction	Termination/3rd conviction			
Under the influence of alcohol at work	Fifteen Day Suspension/1st incident	Termination/2nd incident				

Under the influence of drugs at work	Fifteen Day Suspension/1st incident	Termination/2nd incident				
Conviction-controlled dangerous substance	Termination/1st conviction					
Conviction-other drug offenses	Fifteen Day Suspension/1st conviction	Termination/1st or 2nd conviction				
Abuse-prescription over-the-counter drug	Five Day Suspension/1st incident	Fifteen Day Suspension/2nd incident	Termination/3rd incident			
Positive test-controlled dangerous substance	Fifteen Day Suspension/1st incident	Termination/1st or 2nd incident				