MEMORANDUM OF UNDERSTANDING

between

Salisbury University (SU)

And

Maryland Classified Employees Association (MCEA)

Nonexempt Employee Group

Effective 12/10/2008
To 12/9/2011
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USM policy VII-4.10, Policy on Tuition Remission for Regular and Retired Faculty and Staff Employees of the University System of Maryland

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PREAMBLE

This Memorandum of Understanding (MOU) is entered into by and between Salisbury University (Employer or University) 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 condition 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 this 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 term “employees”, “bargaining unit employees” and “employees covered by this MOU” as used in this MOU shall mean all eligible non-exempt employees in the non-exempt bargaining Unit at the University.

Section 1.3 - Classification

Upon written request, the University agrees to furnish to the Union, twice a year, a complete list of names, titles, classifications, unit, work site address and phone number, and rates of pay of all employees in the bargaining unit. 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 its web site. 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 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. Following such notice, if the parties are in disagreement over whether or not the
classification should be included in the unit, they will meet 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 – Layoff 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

It is the policy of the parties to prohibit employment discrimination against any employee because of race, age, color, religion, creed, gender, sexual orientation, country of national origin, disability, marital status, veteran status, labor organization
affiliation or lack of affiliation, and to promote and implement a positive and continuing program of equal employment opportunity.

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 bargain 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 and installed by the Union for its exclusive use, at locations designated by the Employer. The bulletin boards shall be no larger than 3 feet by 4 feet. The bulletin boards shall be located in the following buildings: Physical Plant, Guerrieri University Center, the Commons, Henson, Devilbiss, Caruthers, Fulton, Holloway, Blackwell Library, Power Professional Building, and Support Services. 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 of the Union to comply with this provision shall cause it to forfeit its rights under this section.

Section 4.2 - Meeting Space

The Employer agrees, pursuant to current University Policy on Access to Facilities and subject to availability, to provide the Union with meeting space to conduct Union related meetings provided that the Union submits a written request for the use of the space, a reasonable period in advance of the date of the meeting, and complies with all other University reservation procedures. The Union will be provided the room at no cost but may be charged applicable fees for certain additional services.

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 sixty-four (64) hours to be allocated among employees covered by this MOU serving as union representatives. Release time must be approved by the HR Director 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 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 HR Director and must identify the purpose, date(s) and time 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 four (4) hour increments.

Release time under this Section will not be unreasonably withheld. Time spent by employees participating in collective bargaining negotiations, including any labor/management meetings as may be necessary to supplement or amend the MOU, 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, which meetings will usually be held at the University. The Union will notify 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 to either combine their two (2) 15 minute breaks with their ½ hour lunch break, or, with prior supervisory approval, to adjust their work schedule, for a period not to exceed one (1) hour each quarter. Dining Services employees must be pre-approved for participation.

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 Employer’s operations and is used for legitimate business purposes. If such equipment is not used consistent with these requirements, the Employer may revoke such privileges after notifying the Union of its intent to revoke such privileges and identifying in writing for the Union the specific usages(s) which is the basis for the revocation of such privileges. The Employer reserves the right to charge a reasonable fee of $.25 per copy.

Section 4.6 - Mail Service and E-Mail

Union area staff 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.

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 Department of Human Resources with as much notice as is possible in advance of such absences. Release time must have the approval of the Department of Human Resources and be consistent with operational needs. Time off with pay will not be unreasonably withheld.

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

One Union representative shall be granted twenty (20) minutes during new employee orientation sessions organized by the Employer to meet with new bargaining unit employees who are covered by this MOU in order to make a presentation on behalf of the Union. During any quarter in which the University does not hold new employee orientations, the Union will provide to the University informational packets for presentation to all new bargaining unit employees; in addition to and along with those packets, the University will provide copies of the MOU, at the University’s expense, to each new employee.

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 bargain 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.

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 Employer 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 Director 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 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.
Section 5.4 - Timesheets

Employees 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 time cards or time clocks and who are available will be provided with a timesheet to review and sign prior to its submission to the University payroll office.

Section 5.5 - Work Breaks

There shall normally be two paid duty-free rest periods of fifteen (15) minutes each for full-time assignments. Rest periods shall be scheduled towards 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 one of their two fifteen minute breaks with their lunch, for a total of a 45 minute lunch break.

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 1½ 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 Employer 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/office.
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 as needed 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 Employer 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.

One year after ratification and implementation of this Agreement, the University and the Union shall have a reopener to evaluate the application of this section 6.1.

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. 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, inclusive of travel time at the applicable rate of pay. 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 into 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 $2.00 per hour.

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 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, will face disciplinary action and will not receive on-call pay for that day. 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

The University shall pay a shift differential to an employee who works a qualifying shift. A qualifying shift means a full-time or permanent part-time shift that starts at or after 2:00 pm and at or before 1:00 am. Eligibility for shift differential pay is not
established by the time the employee begins work but rather by when the established shift starts. Shift differential pay is one dollar ($1.00) per hour.

Shift differential shall be paid for an employee who is permanently assigned to a qualifying shift while on approved leave with pay. An employee who is on a permanent schedule of rotating shifts is eligible to claim the shift differential only for leave taken while scheduled for a qualifying shift. However, such payment of shift differential will cease after ten (10) days 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, provided the employee works at least one-half of the qualifying shift. Shift differential pay is not 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.

This section will be reopened at such time the University pursues and implements any Telecommuting, Flex-time, and/or Compressed Workweek initiatives.

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.
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 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. Employees may find the current year listing of observed dates on the University personnel web page 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. Holiday pay is not payable to an employee who is on a “sick slip” requirement under Sections 10.5 or 10.6 of this MOU.
and who has an unapproved or undocumented absence on either the day before or the day after the holiday at issue.

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 January 31 of the calendar year following the calendar year in which the holiday is earned.
- 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 of 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. All personal leave unused as of the end of the calendar year shall be forfeited, and shall be contributed to the USM Leave Reserve Fund in accordance with the then current USM Policy on Leave Reserve Fund. No employee shall be paid for unused personal leave. Additionally unused personal leave is not paid out upon separation from employment.

Employees must notify their supervisor before taking personal leave. Personal leave must be requested and approved, and must be taken in increments of at least one hour.

Absent a critical staffing shortage or some other exigent circumstance, personal leave requests will normally be granted.

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.

One year after ratification and implementation of this MOU, the University and the Union shall have a reopener to evaluate Personal Leave usage in light of the application and impact of the changes to Annual Leave usage contained in this MOU.

ARTICLE 9 - ANNUAL LEAVE

Section 9.1 - Accrual

Full-time employees accrue annual leave on the following basis:
1. 1st - 6th month - earned but not available for use
2. 7th month through 4th year – 10 days
3. 5th through 10th year - 15 days
4. 11th through 20th year - 20 days
5. Over 20 years - 25 days

The amount will be pro-rated for part-time employees who work on at least a fifty (50) percent basis.

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

Vacation 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 fifty (50) days of accumulated annual leave from one calendar year to another.
At the end of each calendar year, a supervisor may recommend to the Director 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 explanation (in writing) 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 Director of Human Resources will determine whether a recommended leave payment request is granted.

**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 LEAVE**

**Section 10.1 - Purpose**

The purpose of this Article is to specify the details regarding the earning, accumulation, and use of sick leave. This Article is written in compliance with the University System of Maryland (USM) Policy VII-7.45-Policy on Sick Leave (approved by the Board of Regents, December 5, 1997).

**Section 10.2 - Definition of Sick Leave**

"Sick leave" is paid leave earned by employees to provide protection against loss
of earnings when an employee is absent as a result of illness or other circumstances of a medical nature that are covered by this Article.

**Section 10.3 - Rate of Earnings and Accumulation of Sick Leave**

Sick leave is earned at the rate of fifteen (15) days per year. Employees who work part-time (at least 50 percent, but less than 100 percent, of full-time) earn sick leave on a pro rata basis. Sick leave may be accumulated without limit, and unused sick leave may be carried over from one calendar year to another. Upon retirement, accrued sick 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 Leave**

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

A. Illness, injury, or disability of the employee.

B. An emergency medical appointment, or a pre-scheduled and approved medical appointment for the employee with a practitioner or provider listed in Section 10.5 of this Article that cannot be scheduled during non-work hours.

C. Illness or injury of a member of the employee's immediate family, or pre-scheduled and approved medical appointment for members of the employee's immediate family with a practitioner or provider listed in Section 10.5. of this Article that cannot be scheduled during non-work hours.

1. Immediate family, as used in this Article, includes the following: employee's spouse, child, step-child, grandchild, mother, father, mother-in-law, father-in-law, brother, sister, grandparent, brother-in-law, sister-in-law, other relative who is a permanent resident of the employee's household and for whom the employee is obligated to provide care, or legal dependent regardless of residence. The Departmental Supervisor or designee may require an employee to provide certification by a medical provider as listed in Section 10.5 of this Article, to verify the
need for the employee to care for the ill family member and that the employee did so.

2. A maximum of fifteen (15) days of the employee's earned and accumulated sick leave may be used per calendar year for medical care of immediate family members.

D. 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 any of the following family members: spouse, children, step-children, parents of employee or spouse or others who took the place of parents, brothers and sisters of employee or spouse, grandparents of employee or spouse, grandchildren of employee or spouse, son-in-law, daughter-in-law, or other 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.

E. Pregnancy-related disabilities and childbirth.
   1. Upon written request, a female employee may use earned sick leave for any period of time related to temporary disability during pregnancy or related to childbirth and her immediate physical recovery after the birth.
   2. The employee must keep the Departmental Supervisor or designee informed of any changes to her condition, which affect the length of time she will need to be absent from work by submitting written documentation personally signed by the appropriate practitioner or provider listed in Section 10.5 of this policy.

F. Care of a child immediately after birth or placement of a child with the employee for adoption.
   1. A maximum of thirty (30) days of earned sick leave may be used by an employee to care for the employee’s child immediately following the birth of the child.
2. A maximum of thirty (30) days of earned sick leave may be used to care for the employee's child immediately following the placement of the child with the employee for adoption.

3. If both parents are SU employees, no more than a combined total of thirty (30) days sick leave is available to both parents for this purpose.

4. The employee must provide to the Departmental Supervisor or designee satisfactory documentation of the birth of the child or an agreement of placement for adoption.

Section 10.5 - Verification of Absences charged to Sick Leave; Definitions

In order to insure that sick 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 days to provide written documentation of the medical 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 Science practitioner or by any of the following licensed or certified medical providers:

- 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 leave is in accordance with this Article.

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 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 appointment for a member of the employee's immediate family as defined in Section 10.5. of this Article. The verification documentation must include the dates of the employee's absence and must be signed personally by a practitioner or provider listed in Section 10.5. of this Article.

Section 10.6 - Documentation and Abuse of Sick Leave
A. Excessive use and/or abuse of sick leave may result in progressive disciplinary action up to and including termination from employment.
B. Upon direction of the Departmental Supervisor or designee and with the concurrence of the Director of Human Resources or designee, an employee who uses excessive amounts of or otherwise abuses sick leave must provide a medical certificate signed by a qualified medical practitioner to verify the use of sick leave.
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 days;
2. the employee has had more than three (3) undocumented absences of more than four (4) hours of sick leave use in a twelve-month period;
3. the employee has provided medical certification for past absences but the certification has not provided accurate information;
4. 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.);
5. based upon observation or other relevant evidence, there are reasonable grounds to believe that the employee is not sick;
6. the employee uses more sick leave than is needed for a medical appointment (verified and documented);
7. the employee’s absences are having a negative impact on his/her ability to accomplish work tasks (i.e. assignments are not completed); and/or
8. 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 Director 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 Director 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 Director 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 Director of Human Resources or designee will direct the employee to visit a physician selected by SU. 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 Director of Human Resources or designee will have the option to place the employee on sick leave or will take action in accordance with SU/USM policies and/or procedures on reasonable accommodation; modified duty; demotion; disability retirement (if applicable); resignation; or termination of employment. (Policies VII – 7.41, 9.40, Guidelines – MD State Retirement & Pension System, Americans with Disabilities Act (ADA))

D. If there is a conflict between the evaluation, diagnosis, prognosis, or recommendation of the employee's personal physician and the physician selected by SU, the Director of Human Resources or designee may require further medical examinations and evaluations of the employee by a third physician selected by SU in order to make a determination concerning the appropriate action to be taken regarding the employee's employment status at SU. SU will pay the costs of those further examinations and evaluations ordered by the Director of Human Resources or designee.
Section 10.8 - Advanced Sick Leave

A. An employee who sustains a temporary, recoverable illness, injury, or serious disability 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 Director 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 completed at least six (6) months of continuous USM service and, if applicable, completed an original probation period, in addition, 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 Director of Human Resources or designee. The decision of the Director 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 Director 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 Director of Human Resources or designee will notify the Departmental Supervisor or designee of the employee’s request and the Director 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 advance 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
E. The Director 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 Director 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 Director 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 SU, the Director of Human Resources or designee will choose which report to use as a basis for action. SU will pay the costs of examination ordered by the Director of Human Resources or designee. The decision of the Director 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 SU/USM 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 rates at which the employee earns sick leave and annual leave. The employee may also elect to repay the SU/USM by applying any earned leave to the debt or by reimbursing the SU/USM 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, or serious disability 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 Director 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 Director of Human Resources or designee. The decision of the Director 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 Director of Human Resources or designee a written request for extended sick leave using the Human Resources Department’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 Director of Human Resources or designee will notify the Departmental Supervisor or designee of the employee’s request and the Director of Human Resources or 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 no reduce extended sick leave usage.

E. The Director 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 Director 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 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 SU, the Director of Human Resources or designee will choose which report to use as a basis for action. SU will pay the cost of examinations ordered by the Director of Human Resources or designee. The decision of the Director 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.

[Forms referenced in Advanced and Extended Sick Leave Sections will be provided to MCEA.]

**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 Policy VII-7.40, Policy on Accident Leave for Exempt and Non-Exempt Employees. 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 Human Resources 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.

ARTICLE 12 - FAMILY AND MEDICAL LEAVE

An employee may be eligible for a maximum of twelve (12) weeks (60) days of paid or unpaid family and medical leave during a 12 month period in accordance with the Family and Medical Leave Act (FMLA) of 1993 and USM Policy VII – 7.50. The following guidelines are observed in granting family and medical leave:
1. The employee has at least twelve (12) months service with the USM or State and has worked at least one thousand and forty (1,040) hours during the last 12 month period immediately prior to the beginning date of the leave as USM or State of Maryland employee.

2. Reasons for which the leave may be used include the birth or adoption of the employee’s child; care of one’s own child or foster child less than 14 years of age; health care for the employee’s parent, spouse, child or legal dependent; and the serious health condition of the employee.

3. Unless an emergency situation exists, an employee shall give his/her supervisor at least thirty (30) calendar days prior notice and provide documentation of the need for the leave. The Director of Human Resources or designee must review and approve all family and medical leave requests.

4. The employee may elect to receive health benefits while on leave and is responsible for his/her share of the premium only. Service credits and other leave benefits do not accrue while the employee is on unpaid Family and Medical Leave.

5. Upon returning to work, except as provided in Board of Regents (USM) Policy 7.50,IX.B, C, D, and F, (08/27/93) the employee’s former position or equivalent shall be restored with the pay, benefits, and terms and conditions of employment that he/she enjoyed immediately prior to taking family and medical leave.

6. If the employee does not return to work or returns to work but does not remain on the job for thirty (30) days (unless the reasons for not returning or staying is due to the continuation, recurrence or onset of a serious health condition or other circumstances beyond the employee’s control), the portion of the health insurance premium paid by the Employer stops, and the University shall recover any Employer premium already paid.

7. The employee can be required to use accrued leave to the extent it is available, prior to moving to unpaid family and medical leave.

8. The University may place an employee on FMLA up to thirty (30) days
after learning that the employee is on leave for a qualifying event. The University must give appropriate and prompt notice to the employee.

**ARTICLE 13 - LEAVE OF ABSENCE WITHOUT PAY**

Leave of absence without pay is governed by USM Policy VII 7.12 (May 1, 1992, as amended November 12, 1993).

**ARTICLE 14 - ADMINISTRATIVE LEAVE**

Employees in the bargaining unit, at the discretion of the Employer, may be permitted or required to use administrative leave with pay as follows:

a) To participate in union business in accordance with Article 4, Section 4.4 for participation in Union Activities

b) For purposes determined by the Employer to be in the best interest of the University.

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. Employees covered by the MOU 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.

**ARTICLE 15 - MILITARY LEAVE**

**Section 15.1 - General**

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

**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 - Fiscal Year 2009**

Eligible bargaining unit employees will receive the merit pay and cost of living adjustments approved and funded by the General Assembly and the Board of Regents for the University System employees in the Fiscal Years 2009 Budget.

**Section 16.2 - Fiscal Year 2010 and 2011**

In Fiscal Years 2010 and 2011, for eligible employees, cost of living adjustments, if any, and merit pay adjustments for “meets standards”, if any, are addressed Article 40 – Duration and Reopener.

**Section 16.3 - 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.
ARTICLE 17 - PERFORMANCE EVALUATIONS

Section 17.1 - Performance Ratings

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

- Mid-way through the initial probationary period;
- At the end of the initial probationary period;
- Annually thereafter (normally March/April).

The purposes of the performance evaluation are 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 expectations 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 expectations meeting. An employee shall receive one of the following ratings:

- Above Standards
- Meets Standards
- Below Standards

In addition to a formal written annual performance review, employees may also receive an informal mid-year performance review. A summary of the mid-year performance review will be prepared by the evaluator, and a copy will be provided to the employee.
Section 17.2 - Expectations Meeting

Each year (normally March/April), an employee will meet with the evaluator who will be responsible for conducting the employee’s performance review for the upcoming year.

At the expectations meeting, the evaluator and the employee will discuss the specific performance factors for which the employee will be held accountable, and the employee and the evaluator will establish the employee’s performance objectives and standards, where applicable, for the upcoming year. The performance expectations will be reflected in the PMP, which will be signed by the employee and the evaluator. Additionally, at the expectations meeting, the employee and the evaluator will review the employee’s Position Information, along with any updates, and it will be signed by both the evaluator and the employee. The employee will be given a copy of the Position Information.

An expectations meeting will also be held with each employee at the time of hire.

Section 17.3 - 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 employee’s overall objectives for the next evaluation period; and,
4. Any training needs established.

Where a non-probationary employee’s performance is below Meets Standards, the evaluator will also conduct a mid-year or more frequent evaluation with the employee, as needed.
Section 17.4 - 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 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 employee's overall objective for the next evaluation period;
4. Recommendations for training as appropriate;

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. The employee must sign the evaluation and a copy will be placed in the employee’s personnel file. 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 March/April and may be held in conjunction with the expectations meeting.

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 17.5 - 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. 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.

**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. Where the matter is not resolved to the satisfaction of the employee, the
employee may request a review by the University's Environmental Safety Coordinator, who shall take all measures he or she deems appropriate to promptly respond to the employee's complaint and who shall inform the employee and the employee's supervisor or the results of his findings and recommendations in writing.

**Section 19.3 - Personal Protective Clothing and Equipment**

The University will provide personal protective clothing and/or equipment (not including prescription safety glasses; safety shoes are covered in Section 19.6) 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 works, gesture 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 is subject to disciplinary action up to and including termination.
Section 19.5 - Drug and Alcohol Use and Possession

The University is committed to maintaining a workplace free from the illegal use, possession, or distribution of alcohol and controlled substances. Employees will comply with the Governor’s Executive Order on Substance Abuse.

Employees will comply with the University’s Drug and Alcohol Use and Testing Policies and Procedures when approved and implemented campus-wide for all staff. Prior to implementation, the Union shall be given thirty (30) days notice for comments and review of the policy.

Unlawful manufacture, distribution, dispensation, possession, or use of controlled substances or alcohol by employees in the workplace is prohibited under 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.

Reporting to work under the influence of controlled substances or alcohol is also prohibited.

Section 19.6 - Health and Safety Committee

The University shall create a campus wide Safety and Health Committee no later than January 1, 2005. The health and safety Committee shall be the primary advisory group on matters pertaining to accident and injury prevention, reduction, and management. Effective with the date of this MOU, the Union may appoint one bargaining unit member to serve as a voting member on the Committee. The Committee shall meet as necessary, but not less than quarterly.

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 in the presence of the Director of Human Resources or designee. Employee and/or employee delegates (including employee representatives) 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 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 by the Human Resources Office at a cost to the employee of no more than $.25 per page.

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 are to be directed to the Department of Human Resources.

ARTICLE 21 - JOB CLASSIFICATION AND PROMOTIONAL OPPORTUNITIES

Section 21.1 - Job Reclassification Procedures

Reclassification requests may be submitted to the Department of Human Resources when the job duties and responsibilities have significantly and substantially changed. Where the Vice President of Administration and Finance approves the Department of Human Resources’ recommendation that a reclassification be awarded, the decision will be retroactive to the first full pay period after the submission of the reclassification request to the Department of Human Resources. The University reserves the right to suspend acceptance of job reclassification requests for fiscal reasons. Employees may challenge the denial of a reclassification request through the grievance process.
An employee may not initiate a reclassification 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 Department of Human Resources (DHR) a Request for Job Analysis form for completion and return to the Department of Human Resources.
2. The Department of Human Resources 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 Department of Human Resources will contact the employee and schedule an initial meeting to discuss the reclassification process and steps involved. Upon the conclusion of the initial meeting, the employee will be asked to complete the Job Analysis Classification Employee Questionnaire. The employee will forward to the Department of Human Resources his or her completed Job Analysis Classification Employee Questionnaire.
4. Concurrently, the supervisor will complete an updated Position Information (PI) form and submit to the Department of Human Resources the revised PI and a copy of the position’s previous PI.
5. Upon receipt of the three required documents (Job Analysis Questionnaire, the revised PI and the original PI), the Department of Human Resources will schedule an on-site desk audit to be performed.
6. During the desk audit, the Department of Human Resources may contact the supervisor and/or department head for additional information. The Department of Human Resources 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 the Job Analysis Classification – Statement of Immediate Supervisor form and make any adjustments to the revised PI form.
7. All of the documents will then be forwarded 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 Department of Human Resources.

8. The Department of Human Resources will assess all of the information and determine the appropriate job classification and forward its recommendation along with the submitted forms/documentation collected during the job analysis process to the Vice President of Administration and Finance for review and approval.

9. The Department of Human Resources will provide written notification of the decision to the employee and supervisor.

Section 21.2 - Pay on Reclassification Promotion

Upon reclassification promotion, the salary for an employee shall increase at least six percent (6%) as long as it does not exceed maximum of the new range.

Section 21.3 - Pay on Reclassification Demotion

Upon reclassification demotion, 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 appropriate new pay grade.

Section 21.4 - Pay on Reclassification Demotion/Disciplinary

If reclassification/demotion is the result of disciplinary action, pay shall be reduced to the maximum of the lower grade, or by 6%, whichever is the greater reduction.
Section 21.5 - Promotional Opportunities for Bargaining Unit Positions – Notice of Opportunity

A promotional opportunity is an opportunity for advancement into a higher job classification in the bargaining unit. When a promotional 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 promotional 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 new positions or for promotional opportunities at the University shall be e-mailed to all employees and posted on the University web-site. All employees shall have access to a University computer for the purpose of receiving University e-mail and monitoring the University web-site.

Section 21.6 - Promotional Qualifications

Any employee may submit an application for a promotional opportunity. In order to be eligible to apply for a promotion, 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 a promotional opportunity;
D. Have no active disciplinary actions or attendance problems which management determines affects the employee’s ability to serve in the position.
Section 21.7 - Promotional Process

The University shall determine the promotional process applicable to promotions. Any process used will be based upon merit principles and will be reviewed and approved by the Department of Human Resources. At a minimum the promotional 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 promotional process and is solely within the discretion of the department head subject to review of the process by the Department of Human Resources.

ARTICLE 22 - JOB SPECIFICATION, JOB DESCRIPTION

Section 22.1 - General

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 Department of Human Resources 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 Department of Human Resources 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. A Position Information Form (PI) is used to record an employee's actual duties and responsibilities.
The Employer retains the right to change an employee’s job duties, job description and job specification. Upon initial employment and upon each significant change in duties and/or job classification 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 the providing such training. Employees will be paid for time spent towards 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 or 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.

Section 23.3 - Attendance at Job Interviews

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. No employee shall be disciplined without cause. This MOU incorporates the Salisbury University Policy on Progressive Discipline for Non-Exempt Employees and Policy on Reporting to Work and Attendance, with Disciplinary Guidelines Chart for Non-Exempt Employees, attached hereto as Appendix A. This Policy is not all encompassing, and the parties recognize that there may be conduct or performance related situations or incidents not specified in the disciplinary guidelines chart where disciplinary action is appropriate, and the University has the right to take appropriate disciplinary action in those circumstances. It is also understood that where circumstances warrant, and except as otherwise required by Executive Order, any step or steps of the disciplinary process may be skipped at the discretion of the University, and termination, where appropriate, may be the first and only step taken.

Section 24.2 - Disciplinary Actions

Progressive disciplinary actions may include but are not limited to the following actions: oral reprimand, written reprimand, suspension with pay, suspension without pay, involuntary demotion, loss of compensation, and termination. The University is not required to utilize all of the above-listed actions when administering progressive discipline.
Section 24.3 - Right to Union Representation

Whenever the University is investigating conduct which might reasonably lead to disciplinary action against the employee, at the employee’s option, the employee shall have the right to union representation at any meeting, hearing, or formal or informal discussions with the employee pertaining to the investigation, or imposition of discipline relating to such conduct. Upon request of the employee, the University may 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) working weekdays from the time it knew or should have known of the employee’s conduct giving rise to the disciplinary action. In cases involving suspension without pay, the University shall notify the employee in writing within five (5) working weekdays. “Working weekdays” are defined as Monday through Friday, excluding holidays and other days when the University is closed.

ARTICLE 25 - GRIEVANCE PROCEDURE

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 University rules or departmental procedures, or interpretation or application of the terms of this MOU, over which the University management has control. However, if the complaint pertains to the general level of wages, wage patterns, fringe benefits, or to other broad areas of financial management and staffing, it is not a grievable issue.
Section 25.2 - Procedure

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

Step One: Within thirty (30) calendar 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 Department of Human Resources. 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 Department of Human Resources within fifteen (15) days of receipt of the Step One decision. Upon timely receipt of an appeal, the Director 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 Director 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 twenty (20) days after receipt of the Step Two decision, appeal the Step Two decision to the Chancellor, who may delegate the matter to the Office of Administrative Hearings (OAH). 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 may be made to the employee for a period not to exceed one year prior to the initial filing of the grievance and as otherwise consistent with the provisions of this MOU.
Section 25.3 - 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 a union at a grievance proceeding, an official non-University employee MCEA representative will be the only permitted representative. Employees otherwise may choose different individuals to assist with the proceedings. For purposes of this Article, the Union shall provide a list of its authorized representatives to the Department of Human Resources. 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.

4. Meetings scheduled pursuant to this Article shall be scheduled at a mutually agreeable time.

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 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 Department of Human Resources, and employees shall use the form provided by the Department of Human Resources 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.

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 campus personnel department 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.

**ARTICLE 26 - 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 ½ (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.

**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 towards seniority upon completion of the probationary period. Employee probationary periods for initial hire and change of status are governed by USM policy VII – 1.21 – UMS Policy on Probation for Nonexempt Employees. 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 two (2) 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 two (2) year reinstatement time shall be held in abeyance during periods of a complete University hiring freeze.
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. At the time this MOU was negotiated, these benefits included but were not limited to:

- Medical Plans (including Vision)
- Dental Plans
- Prescription Plan
- Term Life Insurance
- Personal Accidental Death and Dismemberment
- State of Maryland Retirement and Pension System
- Death Benefits
- Long-Term Care
- Short-Term Care
- Long- and Short-Term Disability

In the event that the State makes any changes to the foregoing programs, including any changes to any applicable premium, co-pay, deductible or other form of employee fee or expense, the Employer 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 employee 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 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 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 Director 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 Director 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.

The University is committed to maintaining a workplace free from the illegal use, possession, or distribution of alcohol and controlled substances. Employees will comply with 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 sixty (60) 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.

Reporting to work under the influence of illegal controlled substances or alcohol is also prohibited.

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, which shall not increase more than 50% (fifty percent) in a twelve month period.

**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.

**ARTICLE 32 - PROBATIONARY PERIODS**

**Section 32.1 - Probationary Periods**

A probationary period is a trial period 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. Under certain circumstances as described in VII-1.21 – UMS Policy on Probation for Nonexempt Employees (7/12/1996), a promoted, transferred, or reinstate nonexempt employee may be placed on probation. In such cases, the employee may only be separated with cause and a 30-calendar day written notification.

**Section 32.2 - Trial Period**

An employee who changes classification within the bargaining until shall serve a six (6) month trial period. The trial period may be extended by the Employer for an additional six (6) months upon providing the employee written notice, which shall specify
the reason for the extension, no less than five (5) calendar days before the completion of the original six (6) month trial period. The determination to extend the six (6) month trial period shall not be grievable.

In the event the trial 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.

**ARTICLE 33 - UNIFORMS AND EQUIPMENT**

**Section 33.1 - Uniforms**

Where the Employer has determined that a specific job classification should wear a uniform, the Employer will determine the nature and style of the uniform (shirt, shirt and pants, color, vendor, etc.), and will provide the uniforms. The employer 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. On a seasonal and as-needed basis, the University may provide up to the standard issue (listed) to the employee:

A. **Physical Plant:**
   
   For employees utilizing laundry services
   
   11 Long-sleeve shirts or smocks
   11 Short-sleeve shirts
   11 Pair of pants or skirts
   5 Polo shirts (upon request by employee)
   5 Crew-neck t-shirts (upon request by employee)
   5 Pair short pants (upon request by employee)
   1 Winter jacket (upon request by employee)
   1 Summer jacket (upon request by employee)
   1 Winter hat (upon request by employee)
   1 Summer hat (upon request by employee)
For employees not utilizing laundry services
- 5 Long-sleeve shirts or smocks
- 5 Short-sleeve shirts
- 5 Pair of pants or skirts
- 5 Polo shirts (upon request by employee)
- 5 Crew-neck t-shirts (upon request by employee)
- 5 Pair short pants (upon request by employee)
- 1 Winter jacket (upon request by employee)
- 1 Summer jacket (upon request by employee)
- 1 Winter hat (upon request by employee)
- 1 Summer hat (upon request by employee)

B. Dining Services
- 5 Polo-shirts (food service aide staff and full time dish room employees)
- 5 Long-sleeved shirts (full time prep cooks and cook staff)
- 5 Pair Long pants (full time prep cooks and cook staff)

C. Bus Drivers
- 5 Long-sleeve shirts or smocks
- 5 Short-sleeve shirts
- 5 Pair of pants or skirts
- 5 Polo shirts (upon request by employee)
- 1 Winter jacket (upon request by employee)
- 1 Summer jacket (upon request by employee)
- 1 Winter hat (upon request by employee)
- 1 Summer hat (upon request by employee)

Section 33.2 - Replacement of Uniforms

The Employer shall determine a method for provision of replacement uniforms. Replacement uniforms shall be in new condition, fit properly, and be provided at no cost to the employee. Employees are responsible for maintenance and upkeep but may use a laundry service if offered to them by their department. If a uniform is damaged or lost through the fault of the employee, replacement shall be at employee expense.
ARTICLE 34 - TUITION REMISSION

The purpose of this benefit is to encourage eligible members of the bargaining unit who have completed a probationary period, on full or part-time capacity, to enroll in academic courses for the improvement of skills or for personal development purposes and to support the ability of members of the bargaining unit to provide educational opportunities for their spouses and dependent children.

This program shall be administered by the University consistent with USM Policy VII – 4.10, Policy on Tuition Remission for Faculty and Staff and Policy VII-4.20, Policy on Tuition Remission for Spouses and Dependent children of Faculty and Staff, 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 Board of Regents adopts a policy which 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 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 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 Director of Human Resources or designee.

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) calendar 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 Employer may place an employee who receives a notice of layoff on administrative leave for any portion of the ninety (90) calendar day notice period. The Union may request a meeting with the Employer 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 the Education Article, Section 13-1B-01(r)

(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 .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 Chief Executive Officer, 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 old 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:
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 additional full-time semester or two additional part-time semesters, not to exceed a total of 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 additional full-time semester or four additional part-time semesters, not to exceed a total of 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
   
   **Job Search Services**
   
   The University will provide employees with the opportunity to seek assistance from the SU Career Services or Human Resources to help with resume writing and job interview skills.
   
   **Counseling**
   
   The University Counseling Services Center 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 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 State Personnel and Pension 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 management representatives. The committee will be co-chaired by one 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 Director of Human Resources.

**ARTICLE 39 - ACCESS TO POLICIES**

The University shall, at all times, maintain a binder which contains a full copy of all personnel policies and procedures promulgated by the USM and/or the Department of Human Resources and a copy of this MOU. The binder shall be available to all employees and shall be maintained in the Human Resources Office. A second copy of the above-described binder will be maintained in the Blackwell Library, which the Department of Human Resources will make best efforts to keep current. New or modified personnel policies and procedures will be e-mailed to all employees. Employees also can access this MOU and all current policies promulgated by the Department of Human Resources on the University’s website.
ARTICLE 40 - DURATION, RENEWAL and REOPENER

Section 40.1 - Duration

This MOU shall become effective when all conditions precedent to its effectiveness have been met. No portion of this MOU shall be implemented until all of its provisions are effective. No provision of this MOU has retroactive application unless required by law. This MOU expires at 11:59 p.m. on 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.

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.

Section 40.3 - Limited Reopeners for FY 2010 and FY 2011

Notwithstanding the provisions of Section 1 above (Duration), either party may reopen this MOU during the month of June in each year (2009 and 2010) for the sole and limited purpose of negotiating over the subjects of what cost of living adjustment, if any, what merit pay adjustment for "meets standards," if any, and what funding conditions and requirement, if any, for both items shall be include in the USM budget request submitted to the Governor for the next fiscal year. Except, as otherwise provided in this MOU, all other terms and conditions of this MOU shall remain in full force and effect during any such reopener and throughout the duration of this MOU.

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 Employer and the Union acknowledge their mutual obligation to negotiate as
defined and limited by law and this MOU over Employer proposed changes in wages,
hours and other terms and conditions of employment affecting bargaining unit
employees not specifically covered by this Agreement or waived as provided in Section
43.2 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 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, Management 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 Employer'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 Employer 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 Employer 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
APPENDIX A

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

Purpose

To establish guidelines on reporting to work and attendance 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 be at their desk or assigned workplace, ready to work at their regular starting time each day on which they are scheduled to work. When deemed necessary, a supervisor may modify an employee's work shift or work schedule for operational reasons. Such changes may be temporary or permanent depending on the circumstances. When this is needed, the supervisor will meet with the employee to explain the rationale for the change and provide as much advance notice as possible.

Application

Where applicable employees are required to record their time using either a time card or time sheet. Employees are to sign in when they arrive at the beginning of each scheduled workday and sign out when they leave at the end of their scheduled workday.

NOTE: Overtime must be approved in advance by the employee's supervisor. Without prior supervisory approval, employees who clock in before the scheduled start time of their normal work shift or clock out after the normal scheduled ending time of their work shift should not expect to be provided any additional compensation.

Lateness

An employee who is not at his/her desk or assigned workplace prepared to work at the beginning of his/her scheduled work time is considered to be late. Being tardy for work or leaving the job station before quitting time will be considered cause for corrective action.

Employees will not be paid for lateness of more than eight (8) minutes.

Example: If an employee who is scheduled to begin work at 8:00 a.m. arrives between 8:01 a.m. - 8:07 a.m., the employee will not be docked pay. If an employee who is scheduled to begin work at 8:00 a.m. arrives between 8:08 a.m. and 8:15 a.m. they will be docked fifteen (15) minutes pay. If an employee arrives fifteen (15) or more minutes late, the employee will not be paid for the total amount of minutes late.
Employees may be subject to disciplinary action for lateness of less than 8 minutes. However, for the purpose of the imposition of discipline under Group 1 of the Disciplinary Guidelines Chart for Non-exempt Employees, reporting late to work at the beginning of a shift or after the lunch period, where the lateness is less than 8 minutes, does not become an “occurrence” until the third occurrence in a rolling twelve (12) month period. Each incident of lateness of 8 minutes or more will be considered a separate occurrence beginning with the first occurrence for purposes of Group 1 of the Disciplinary Guidelines Chart for Non-exempt employees.

Supervisors have the discretion not to dock an employee if there is some unusual circumstance, i.e. weather conditions.

**Unexcused Absences and Excessive Absenteeism:**

Employees are subject to discipline for unexcused absences from work and/or excessive absenteeism.

Unexcused Absence – any, absence from work that is not leave approved by the supervisor. Use of sick leave will only be considered an unexcused absence where an employee fails to provide medical certification as required under Section 10.6C of the Memorandum of Understanding for Non-exempt Employees, or where there are reasonable grounds to believe that the employee is not sick even where a medical certificate is provided.

Excessive Absenteeism – Excessive absenteeism is defined as ten or more occurrences of an unplanned absence during a rolling twelve (12) month period. An “unplanned absence” is any absence from work that was not approved by management prior to the end of the employee’s previous work shift. An employee will receive a verbal counseling upon the tenth occurrence of unplanned absence; at the eleventh occurrence, the unplanned absence can be used as a Group One infraction under the Disciplinary Guidelines Chart for Non-exempt Employees.

**Notification/Call-in**

Employees must notify their supervisor in advance, whenever possible, of any absence. When prior notification is not possible, 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) workdays 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) working days 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 Problems:**

It is the responsibility of the employee’s immediate supervisor to monitor and maintain a record of the employee’s attendance. If an employee has an attendance problem, i.e.; excessive lateness (whether or not they have been docked), unexcused absence, and/or excessive absenteeism, the problem should be discussed with the employee as soon as it is noted. Based on the employee’s past attendance record, and information resulting from the discussion, the supervisor may take appropriate progressive disciplinary action.
APPENDIX B

Policy on Progressive Discipline for Non-exempt Employees

Purpose

To establish rules pertaining to employee conduct, performance, and responsibilities so that all personnel can conduct themselves according to certain rules of good behavior and good conduct.

The purpose of these rules is not to restrict the rights of anyone, but rather to help people work together harmoniously according to the standards we have established for an efficient, courteous, and safe work environment.

The University believes that you want to, and will, do a good job if you know what is required to perform your job properly. Your supervisor is responsible for ensuring that you know what is expected of you in your job.

Statement of Policy

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

Exceptions- 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. 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.

General Guidelines

A) Verbal Reprimand

Ordinarily disciplinary problems of a minor nature can be resolved by means of counseling or coaching. However, if improvement is not noted, a supervisor will move to progressive discipline and discuss the job deficiency or offense with the employee as follows:

- Explain to the employee why the meeting has been called if the employee doesn't already know.
- Explain the error or work rule violation to the employee or, if performance related, state the specific problem in terms of actual performance and desired performance.

- Indicate that it is the employee's responsibility to correct his/her behavior/performance.

- Review the progressive discipline policy and explain what steps have been taken already and what the next step will be if behavior or incident does not improve.

- Employee will have an opportunity to provide an explanation or information concerning the matter.

- Supervisor will answer questions relating to the violation.

- Complete a record of counseling/verbal reprimand form.

- Set a follow-up date to review behavior/performance.

**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 followed by a written reprimand. When such an action is deemed necessary, the supervisor will:

- Prepare a Written Reprimand Notification and if applicable, attach any supporting documentation.

- Review the material with the Department Head or a designee.

- Present the notice to the employee, explaining in detail why the action is being taken and what the employee must do to correct the problem.

- Allow the employee to provide information or seek clarification concerning the issue.

- Advise the employee that a repeat of this offense and/or more serious offenses will result in further and more severe disciplinary action up to and including termination.

- The supervisor will forward a copy of the Written Reprimand Action Notice to the Human Resources department, containing the signature of the supervisor and employee for inclusion in the employee's personnel file. Refusal by the employee to sign does not prevent the issuing of the reprimand action and notice.
C) Suspension

No disciplinary action beyond a written reprimand may be taken without authorization from the Director 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 Director 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.

Exception:

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 supervisor may suspend an employee immediately pending further investigation of the incident.

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 immediate.

When Used:

When all other efforts to correct performance deficiencies have failed, termination is appropriate. 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 Director of Human Resources or his/her designee before such action is given to an employee.
Use of the Disciplinary Guidelines Chart

The Disciplinary Guidelines Chart is provided as a guideline, for employees conduct and work performance but is not all-inclusive. There may be conduct or performance related situations or incidents not specified in the disciplinary guidelines chart where disciplinary action is appropriate, and the University has the right to take appropriate disciplinary action in those circumstances.

The University retains the right to use discretion while applying the tenants of the chart, and may at any time reduce or increase the level of prescribed disciplinary action outlined in the chart. In addition, any infractions and/or subsequent discipline may be placed in abeyance or in a probationary status, wherein further application of disciplinary action would be subject to management discretion, including possible increased or reduced discipline.

When discipline has been applied under Groups 1, 2, 3 and 4, the University and the Union retain the right to negotiate settlements and resolutions prior to the filing of formal grievance proceedings.

In the event that the University increases the level of prescribed discipline over that outline in the chart, the University must state in writing the justification for its departure.

This list may be supplemented by additional regulations where employees are subject to professional and/or state regulation or licensure. These guidelines do not apply to probationary employees.

At the time of hire, all new employees are required to receive, read and acknowledge this policy by signature.

If there are any questions regarding the interpretation or application of these work rules, please contact the Human Resources Department.
**PROGRESSIVE DISCIPLINE CHART**

**GROUP 1: Remains active part of employee’s record for one year from date of incident**

<table>
<thead>
<tr>
<th>Offense or Job Deficiency</th>
<th>First Occurrence</th>
<th>Second Occurrence</th>
<th>Third Occurrence</th>
<th>Fourth Occurrence</th>
<th>Fifth Occurrence</th>
<th>Sixth Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reporting late to work at the beginning of a shift or after the lunch period.</td>
<td>Verbal Reprimand</td>
<td>Written Reprimand</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td>Stopping work before or starting work after the designated time</td>
<td>Verbal Reprimand</td>
<td>Written Reprimand</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td>Failure to follow or perform job duties or procedures as instructed</td>
<td>Verbal Reprimand</td>
<td>Written Reprimand</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td>Failure to follow established leave request procedures/policies (i.e. advanced notice, requesting supervisor approval, etc)</td>
<td>Verbal Reprimand</td>
<td>Written Reprimand</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td>Failure to punch your own time card at the beginning and end of each shift and lunch period as specified.</td>
<td>Verbal Reprimand</td>
<td>Written Reprimand</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td>Disregard of stated Department uniform and staff identification procedures and policies.</td>
<td>Verbal Reprimand</td>
<td>Written Reprimand</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td>Excessive absenteeism (see attendance policy)</td>
<td>Verbal Reprimand</td>
<td>Written Reprimand</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td>Horseplay</td>
<td>Verbal Reprimand</td>
<td>Written Reprimand</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td>Failure to maintain satisfactory working relations with employees, students or the public</td>
<td>Verbal Reprimand</td>
<td>Written Reprimand</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td>Interference with other employees work</td>
<td>Verbal Reprimand</td>
<td>Written Reprimand</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td>Smoking in unauthorized areas</td>
<td>Verbal Reprimand</td>
<td>Written Reprimand</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
</tbody>
</table>
GROUP 2: Remains active part of employee's record for two years from date of incident

<table>
<thead>
<tr>
<th>Offense or Job Deficiency</th>
<th>First Occurrence</th>
<th>Second Occurrence</th>
<th>Third Occurrence</th>
<th>Fourth Occurrence</th>
<th>Fifth Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Failure to inform the supervisor when leaving the work station, or failure to report back to the work station at the scheduled conclusion of a work break or meal period.</td>
<td>Written Reprimand</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td>Intentionally punching another employee's time card</td>
<td>Written Reprimand</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td>Failing to report for part or all of shift for which leave was not approved by the supervisor</td>
<td>Written Reprimand</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td>Failing to provide satisfactory documentation as required, to support absences due to illness or emergencies</td>
<td>Written Reprimand</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td>Disregard of stated safety rules, regulations, and/or operation of equipment</td>
<td>Written Reprimand</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td>*Verbally harassing another employee so as to limit the employee's ability to participate at the job.</td>
<td>Written Reprimand</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td>Poor performance of job duties, including failure to follow instructions or to maintain established standards of workmanship or productivity.</td>
<td>Written Reprimand</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td>Unauthorized solicitation or sales on campus premises</td>
<td>Written Reprimand</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td>Unreasonable use of profane/abusive language to others</td>
<td>Written Reprimand</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td>Gambling during work hours</td>
<td>Written Reprimand</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td>Excessive use of telephone or email for personal matters (Toll phone calls prohibited)</td>
<td>Written Reprimand</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
</tbody>
</table>
GROUP 3: Remains active part of employee’s record for three years from date of incident

<table>
<thead>
<tr>
<th>Offense or Job Deficiency</th>
<th>First Occurrence</th>
<th>Second Occurrence</th>
<th>Third Occurrence</th>
<th>Fourth Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sleeping on the job</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td>Unauthorized use or operation of University tools, materials, equipment or vehicles.</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td>Refusal to cooperate with administrative investigations or to answer a work-related question or inquiry</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td>Unauthorized use of department keys or access cards</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td>Carelessness or negligence that results in personal injury or damage to property</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td><em>Failure to obtain or maintain a license or certificate required as a condition of employment because of misconduct.</em></td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td><em>Suspension could be longer up to indefinite.</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conduct reflecting unfavorably on the reputation of the University or conduct that adversely affects or interferes with the normal operations of the University</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td>Negligent destruction or misuse of property or equipment</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td>Unauthorized use of State equipment or property for personal use</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td>Insubordination, including refusal to accept instructions from supervisor or other proper authorities.</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
<tr>
<td>Willful violation of written rules, regulations or policies</td>
<td>One Day Suspension</td>
<td>Three Day Suspension</td>
<td>Five Day Suspension</td>
<td>Termination</td>
</tr>
</tbody>
</table>
**GROUP 4: Remains active part of employee’s record for five years from date of incident**

<table>
<thead>
<tr>
<th>Offense or Job Deficiency</th>
<th>First Occurrence</th>
<th>Second Occurrence</th>
<th>Third Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Negligent operation of a State vehicle resulting in an accident or personal injury</td>
<td>Five Day Suspension</td>
<td>Termination</td>
<td>N/A</td>
</tr>
<tr>
<td>endangering the lives or property of others</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Willful destruction or misuse of property or equipment</td>
<td>Five Day Suspension</td>
<td>Termination</td>
<td>N/A</td>
</tr>
<tr>
<td>Under the influence of alcohol at work (per State of MD for non-sensitive employees)</td>
<td>Five Day Suspension/1st incident</td>
<td>Fifteen Day Suspension/2nd</td>
<td>Termination/3rd incident</td>
</tr>
<tr>
<td></td>
<td></td>
<td>incident</td>
<td></td>
</tr>
<tr>
<td>Under the influence of drugs at work (per State of MD for non-sensitive employees)</td>
<td>Five Day Suspension/1st incident</td>
<td>Fifteen Day Suspension/1st</td>
<td>Termination/2nd incident</td>
</tr>
<tr>
<td></td>
<td></td>
<td>or 2nd incident</td>
<td></td>
</tr>
<tr>
<td>Abuse of prescription or over the counter drug (per State of MD for non-sensitive employees)</td>
<td>Five Day Suspension/1st incident</td>
<td>Fifteen Day Suspension/1st</td>
<td>Termination/2nd incident</td>
</tr>
<tr>
<td></td>
<td></td>
<td>or 2nd incident</td>
<td></td>
</tr>
<tr>
<td>Any alcohol-related driving offense (per State of MD for non-sensitive employees)</td>
<td>Five Day Suspension/1st incident</td>
<td>Fifteen Day Suspension/2nd</td>
<td>Termination/3rd incident</td>
</tr>
<tr>
<td></td>
<td></td>
<td>incident</td>
<td></td>
</tr>
<tr>
<td>Positive test-controlled dangerous substance (per State of MD for non-sensitive employees)</td>
<td>Five Day Suspension/1st incident</td>
<td>Fifteen Day Suspension/1st</td>
<td>Termination/2nd incident</td>
</tr>
<tr>
<td></td>
<td></td>
<td>or 2nd incident</td>
<td></td>
</tr>
<tr>
<td>Conviction-controlled dangerous substance (per State of MD for non-sensitive employees)</td>
<td>Fifteen Day Suspension/1st conviction</td>
<td>Termination/1st or 2nd</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td>conviction</td>
<td></td>
</tr>
<tr>
<td>Conviction-other drug offenses (per State of MD for non-sensitive employees)</td>
<td>Five Day Suspension/1st conviction</td>
<td>Fifteen Day Suspension/1st</td>
<td>Termination/2nd or 3rd</td>
</tr>
<tr>
<td></td>
<td></td>
<td>or 2nd conviction</td>
<td>conviction</td>
</tr>
<tr>
<td>Mishandling of departments funds or documents</td>
<td>Five Day Suspension</td>
<td>Termination</td>
<td>N/A</td>
</tr>
<tr>
<td><em>Threats, fighting, or other physical action against another person while on University premises.</em></td>
<td>Five Day Suspension</td>
<td>Termination</td>
<td>N/A</td>
</tr>
<tr>
<td>* May be cause for immediate termination</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Any accumulation of 3 offenses, within a period of one year, where the first offense calls for a oral or written reprimand</strong></td>
<td>Five Day Suspension</td>
<td>Termination</td>
<td>N/A</td>
</tr>
</tbody>
</table>
**GROUP 5: Remains active part of employee’s record permanently**

<table>
<thead>
<tr>
<th>Offense or Job Deficiency</th>
<th>First Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stealing on the job</td>
<td>Termination</td>
</tr>
<tr>
<td>Possession of illegal drugs or non-authorized prescription drugs at work</td>
<td>Termination</td>
</tr>
<tr>
<td>Possession of illegal or unauthorized prescription drugs with the intent to distribute on campus</td>
<td>Termination</td>
</tr>
<tr>
<td>Operation of a State vehicle or equipment without required valid license</td>
<td>Termination</td>
</tr>
<tr>
<td>Unauthorized possession of firearms on the job</td>
<td>Termination</td>
</tr>
<tr>
<td>Conduct such that employee presence could or would compromise another’s safety or privacy, or discloses confidential University information, including medically-related records.</td>
<td>Termination</td>
</tr>
</tbody>
</table>

* Sexual Harassment
* refer to SU policy

Failure to report to work and not notify supervisor for three (3) consecutive work days. Employees, who voluntarily failed to report to work three (3) consecutive work days and fails to contact their supervisor during this time period will be considered to have voluntarily resigned.
<table>
<thead>
<tr>
<th>Offense</th>
<th>First Occurrence</th>
<th>Second Occurrence</th>
<th>Third Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td>At-work alcohol driving offense</td>
<td>Fifteen Day Suspension/1st conviction</td>
<td>Termination/2nd conviction</td>
<td>N/A</td>
</tr>
<tr>
<td>Off-work alcohol-driving offense</td>
<td>One Day Suspension/1st conviction</td>
<td>Five Day Suspension/2nd conviction</td>
<td>Termination/3rd conviction</td>
</tr>
<tr>
<td>Under the influence of alcohol at work</td>
<td>Fifteen Day Suspension/1st incident</td>
<td>Termination/2nd incident</td>
<td>N/A</td>
</tr>
<tr>
<td>Under the influence of drugs at work</td>
<td>Fifteen Day Suspension/1st incident</td>
<td>Termination/2nd incident</td>
<td>N/A</td>
</tr>
<tr>
<td>Conviction-controlled dangerous substance</td>
<td>Termination/1st conviction</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Conviction-other drug offenses</td>
<td>Fifteen Day Suspension/1st conviction</td>
<td>Termination/1st or 2nd conviction</td>
<td>N/A</td>
</tr>
<tr>
<td>Abuse-prescription or over-the-counter drug</td>
<td>Five Day Suspension/1st incident</td>
<td>Fifteen Day Suspension/2nd incident</td>
<td>Termination/3rd incident</td>
</tr>
<tr>
<td>Positive test-controlled dangerous substance</td>
<td>Fifteen Day Suspension/1st incident</td>
<td>Termination/1st or 2nd incident</td>
<td>N/A</td>
</tr>
</tbody>
</table>
USM REFERENCES

USM policy VII-1.21, Policy on Probation for Nonexempt Employees, (approved 7/12/96)

USM policy VII-4.10, Policy on Tuition Remission for Regular and Retired Faculty and Staff Employees of the University System of Maryland, (approved 01/11/90 and last amended on 6/27/03)

USM policy VII-4.20, Policy on Tuition Remission for Spouses and Dependent Children of Regular and Retired Faculty and Staff Employees of the University System of Maryland, (approved 01/11/90 and last amended on 6/27/03)

USM policy VII-7.12, Policy on Leave of Absence without Pay (approved 5/1/92; amended 11/12/93)

USM policy VII-7.40, USM Policy on Accident Leave for Exempt and Nonexempt Staff Employees, (approved 5/1/92; last amended on 4/16/04)

USM policy VII-7.41, Policy on Modified Duty, (approved 11/12/93)

USM policy VII-7.45, Policy on Sick Leave, (approved 12/5/97)

USM policy VII-7.50, USM Policy on Family and Medical Leave for Exempt and Nonexempt Staff Employees, (approved 8/27/93; last amended on 10/22/04)

USM policy VII – 9.40, USM Policy on Salary upon Transfer or Reclass, (approved 6/9/95)
USM policy VII-1.21, Policy on Probation for Nonexempt Employees, (approved 7/12/96)
182.0 VII-1.21- UMS POLICY ON PROBATION FOR NONEXEMPT EMPLOYEES
(Approved by the Board of Regents, July 12, 1996)

I. Purpose and Applicability

The purpose of this policy is to establish the principles under which Nonexempt employees shall serve a trial period at work in order to demonstrate their ability to perform the duties and fulfill the responsibilities of their positions. This policy applies to all regular appointments to Nonexempt positions.

II. Definitions

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

A. Probationary Period: a trial period of work in a job class

B. Original probationary period: a trial period of work following original appointment to a Nonexempt job class at each UMS institution.

C. Status change probationary period: a trial period of work as a result of reinstatement or reclass/transfer (promotional, lateral, or a demotion).

III. Length of Probationary Period

A. Original and status change probationary periods shall be six (6) months.

B. Upon request by the appropriate administrator, the institution Chief Executive Officer or designee may extend an original or status change probationary period an additional six (6) months.

C. A contractual or temporary employee who is appointed as a regular employee without a break in service to the same position held during the contractual or temporary appointment will have the time spent as a contractual or temporary employee apply towards completion of the probationary period. However, upon request by the appropriate administrator and regardless of the time spent in the position, the institution Chief Executive Officer or designee may require a probationary period of six months. In accordance, with III.B. above, the probationary period may be extended an additional six (6) months.
IV. Rejection during Probationary Period

A. Original Probationary Period

1. An appropriate administrator may separate an employee on original probation without reason at any time.

2. Two weeks written notice prior to the expiration date of the probationary period shall be provided to an employee who is rejected on original probation.

3. The written notice shall advise the employee of the right to appeal the rejection to the institution Chief Executive Officer or designee.

B. Status Change Probationary Period

1. An appropriate administrator may separate an employee serving a status change probationary period for cause.

2. The appropriate administrator shall provide to the employee and the Chief Executive officer or designee written notice of the rejection at least thirty (30) calendar days prior to the end of the probationary period. The notice shall state the reasons for and effective date of the rejection and shall advise the employee of the right to appeal.

3. An employee whose job class has been changed as a result of a promotion and is rejected during a status change probationary period shall be restored to his/her former position if it is vacant or held by a temporary employee.

C. Exception to Period of Notice

The period of notice for original and status change rejection on probationary period may be shortened as necessary in the event of the employee’s incompetence or gross misconduct which jeopardizes essential services.

D. Merit Steps While on Probation

Merit steps shall not be granted during original probationary periods.

V. Appeal of Rejection on Probationary Period

A. Original Probationary Period

An employee rejected during an original probationary period may appeal within five working days of written notice based solely on grounds of procedural deficiency or
violation of law under UMS BOR VII 8.10 - Policy on Special Action Appeals for Classified Employees.

B. Status Change Probationary Period

An employee rejected during a status change probationary period may appeal within 5 working days of written notice of the rejection under the UMS BOR VII - 8.10 - Policy on Special Action Appeals for Classified Employees.

VI. UMS Police Officers Length of Probationary Period

Original and status change probationary periods for UMS Police Officer job classes shall be for one year following completion of mandated training approved by the Maryland Police and Correctional Training Commission.

VII. Persons Not Subject to Probation

A. An employee who has satisfactorily completed an original probationary period in a Nonexempt job class who is reinstated to the same Nonexempt job class in the same department shall not serve a probationary period. If a probationary period has not been completed, the remainder of the probationary period shall be served.

B. A regular employee who has served an original probationary period and whose position is reclassed shall not serve a probationary period. If the employee has not completed an original probationary period and the position is reclassed, the employee will serve the remainder of the probation in the other job class.

C. A regular employee who has been placed on temporary assignment/reassignment shall not be subject to a probationary period.

D. An employee who has been demoted to a Nonexempt job class in which a probationary period has been previously served shall not serve a probationary period.

IMPLEMENTATION PROCEDURES:

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

Replacement for:

The following policy as it applies to Nonexempt employees of the UMS only is replaced effective July 1, 1996. However, Exempt employees will continue to be
covered under such applicable existing policies until such time as revised policies governing Exempt employees are approved:


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

SHRC - 4/4/96; CUSS - 4/16/96; VPAF - 5/21/96; UMSA - 5/22/96;
USM policy VII-4.10, Policy on Tuition Remission for Regular and Retired Faculty and Staff employees of the University System of Maryland, (approved 01/11/90 and last amended on 6/27/03)
VII - 4.10 - POLICY ON TUITION REMISSION FOR REGULAR AND RETIRED FACULTY AND STAFF EMPLOYEES OF THE UNIVERSITY SYSTEM OF MARYLAND

(Approved by the Board of Regents on January 11, 1990, Amended by the Board on May 31, 1990, Amended by the Board on August 28, 1990, Amended by the Board on August 24, 2001; Amended by the Board on December 7, 2001; Amended by the Board on August 23, 2002; Amended by the Board on December 6, 2002, Amended by the Board on June 27, 2003)

I. PURPOSE AND APPLICABILITY

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

II. DEFINITIONS

A. A "REGULAR" Faculty or Staff employee is one who works in a position that has been approved through the budgetary and pertinent appointment classification processes and that is intended to last six months or more regardless of the nature of the source of funds or who has retired from such a position. This definition applies to both fulltime and part-time Faculty and Staff employees.

B. "RETIREE" - For purposes of acceptance of tuition remission requests, a "University System of Maryland Retiree" must be receiving State of Maryland retirement checks and/or Optional Retirement Plan (ORP) retirement checks, and have earned at least five years of total service credit at one or more institution(s) of the USM. Verification of Retiree Status may be obtained by contacting the Human Resources Office of the institution from which the employee has retired.

III. ADMINISTRATION

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

A. Tuition remission is extended to Regular Faculty and Staff employees as set forth herein.
1. Effective July 1, 1990, all Regular Faculty and Staff employees of any institution of the USM may receive tuition remission at any institution in the USM, in accordance with provisions set below.

2. Inter-institutional transfer of funds within the USM in implementation of this policy shall not be made.

B. Tuition remission shall be subject to the individual's admissibility to the institution and to the program in which the courses are to be taken and to the other academic regulations of the institution governing student enrollment (for example, course prerequisites and registration deadlines).

C. Fulltime Regular and Retiree Faculty, and Staff employees shall be permitted to register for courses not to exceed eight (8) credits per semester with remission of tuition. Regular part-time Faculty and Staff employees who are employed at fifty percent (50%) or more time in the USM or Retirees from such positions shall be permitted tuition remission for credits proportional to their percentage of service.

D. Tuition remission does not include mandatory fees, which remain the responsibility of the Regular or Retiree Faculty or Staff employee.

E. Courses taken under this policy shall not interfere with the assigned job responsibilities of any Faculty or Staff employee and shall require the approval of the Chief Executive Officer (CEO) or designee.

F. The Regular Faculty or Staff employee may register for the desired course(s) at any institution in the USM. Regular Faculty and Staff employees employed by any USM institution, who otherwise meet admissibility and registration criteria, shall be granted tuition remission at any USM institution on the same basis as Faculty and Staff employees who are employed by the host institution.

G. Programs of study to be exempted from this policy shall include the M.D. and D.D.S. programs at the University of Maryland, Baltimore and such other programs as may be recommended by the CEO of the institution offering the program and approved by the Chancellor. Availability of tuition remission for self-support programs and courses shall be recommended by the CEO of the institution offering the program and approved by the Chancellor. The host institution shall apply the exempted status equally to all applicants who wish to participate in the tuition remission program, whether from the host institution or other institutions.

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

IMPLEMENTATION PROCEDURES:

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

Replacement for:

BOR V-2.00 and BOT XIII.N

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http://www.usmd.edu/regents/bylaws/SectionVII/VII410.html
USM policy VII-4.20, Policy on Tuition Remission for Spouses and Dependent Children of Regular and Retired Faculty and Staff Employees of the University System of Maryland, (approved 01/11/90 and last amended on 06/27/03)
VII-4.20 - USM POLICY ON TUITION REMISSION FOR SPOUSES AND DEPENDENT CHILDREN OF REGULAR AND RETIRED FACULTY AND STAFF EMPLOYEES OF THE UNIVERSITY SYSTEM OF MARYLAND

(Approved by the Board of Regents on January 11, 1990; Amended by the Board on May 31, 1990; Amended February 28, 1992, Amended by the Board on August 24, 2001; Amended by the Board on December 7, 2001; Amended by the Board on August 23, 2002; Amended by the Board on December 6, 2002; Amended by the Board on June 27, 2003)

I. PURPOSE AND APPLICABILITY

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

II. DEFINITIONS

A. "REGULAR" Faculty or Staff employee is one who works in a position that has been approved through the budgetary and pertinent appointment classification processes and that is intended to last six months or more regardless of the nature of the source of funds or who has retired from such a position. This definition applies to both fulltime and part-time Faculty and Staff employees.

B. "RETIREE" - For purposes of acceptance of tuition remission requests, a "University System of Maryland Retiree" must be receiving State of Maryland retirement checks and/or Optional Retirement Plan (ORP) retirement checks, and have earned at least five years of total service credit at one or more institution(s) of the USM. Verification of Retiree Status may be obtained by contacting the Human Resources Office of the institution from which the employee has retired.

C. The term "SPOUSE" shall mean a person in a legally contracted marriage as recognized by the State of Maryland, provided that it shall not include an estranged spouse who maintains a separate domicile.

D. The term "DEPENDENT child" shall mean a son/daughter, stepson/stepdaughter, legally adopted son/daughter; who is "financially dependent," as that term is defined by the Internal Revenue Service.
III.  ADMINISTRATION

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

A. Tuition remission is extended to the spouses and dependent children of all USM Regular and Retired Faculty, and Staff employees, on an equitable basis, subject to the restrictions in this policy (see section IV. below).

B. Policy on Tuition Remission for the Dependent Children of Regular Faculty and Staff employees of Morgan State University and Saint Mary's College of Maryland (effective 8/24/01).

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

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

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

If a parallel lower division instructional program is available at Baltimore City Community College, dependents of Baltimore City Community College employees are eligible to take advantage of the provision of this tuition remission benefit at USM institutions only after they have earned the associate degree or completed 60 hours of transferable credit. For those programs, e.g. Business, where "transfer" is required by the USM institution prior to completion of either the associate's degree or sixty (60) credits, the tuition remission benefit is available upon admission to the program. For programs where there is no parallel lower division instructional program available at BCCC, the tuition remission benefit is available immediately. Tuition remission shall not be available to the spouses of Faculty and Staff employees of Baltimore City Community College.
D. For spouses and dependent children of all Regular part-time Faculty and Staff employees and Retirees who are employed in, or retired from a position at fifty percent or more time, the percentage of tuition remitted shall be proportional to the percentage of employment service.

E. Tuition remission does not include mandatory fees or surcharges, which remain the responsibility of the individual student.

F. The exercise of the benefit of tuition remission shall be subject to the individual's admissibility to the institution and to the program in which the courses are offered and to the other academic regulations of the institution governing student enrollment.

G. Programs of study to be exempted from this benefit shall include the M.D. and D.D.S. programs at the University of Maryland, Baltimore and such other programs as are recommended by the chief executive officer (CEO) of the institution offering the program and approved by the Chancellor. The availability of tuition remission for self-support programs and courses at each institution shall be recommended by the CEO and approved by the Chancellor. The CEO of the institution offering the program shall apply the exempted status equally to all spouses and dependent children who desire tuition remission, whether from the host institution or other institutions.

H. Subject to the provisions in paragraphs III. A., and D. through G. above, spouses and dependent children, of fulltime Faculty and Staff employees or Retirees of the USM who die in service or after retirement, shall be permitted to register for courses with tuition remission for a period of time determined by the duration of fulltime employment of the Faculty or Staff employee, or Retiree as follows:

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

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

IV. RESTRICTIONS

A. Restrictions Based Upon Date of Employment

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

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

2. Spouses and Dependent Children of regular Faculty and Staff employees Whose Period of Employment Began on or After January 1, 1990 and Before July 1, 1992.

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

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

B. Other Restrictions

1. Receiving institutions shall establish caps on this policy as follows:

   a) Institutions formerly governed by the Board of Trustees of State Universities and Colleges which remitted tuition at 100% in the Fall semester of 1989 shall establish caps on the remission of tuition under this policy of at least 120% of the credit hours for which tuition was remitted at the institution for spouses and dependent children in the Fall semester of 1989; and

   b) Institutions formerly governed by the University of Maryland Board of Regents which remitted tuition at 1/3 of the full tuition in the Fall semester of 1989 shall establish caps on the remission of tuition under this policy of at least 120% of the total credit hours taken for which tuition was remitted at a 1/3 rate in the Fall semester of 1989.

2. In applying each host institution's cap, admission, registration, and tuition remission decisions shall be made without regard to the place of employment of the student's parent or spouse.

IMPLEMENTATION PROCEDURES:

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


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http://www.usmd.edu/regents/bylaws/SectionVII/VII420.html
USM policy VII-7.12, Policy on Leave of Absence Without Pay
(approved 5/1/92; amended 11/12/93)
I. Purpose and Applicability:

A. This policy governs voluntary leaves of absence without pay (LWOP) for regular full-time and part-time administrative and classified employees of the University of Maryland System.

B. Emergency military leave, temporary military leave, and indefinite military leave shall be granted to eligible employees in accordance with applicable state and federal law, and shall be governed by the Policy on Military Leave.

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

II. Eligibility:

A. Granting of requests for a leave of absence without pay shall be at the discretion of the Chief Executive Officer or designee after his/her consideration and determination of the following:

1. The employee shall:
   a. hold a regular full-time or regular part-time (50% or more) position, and
   b. have completed a total of at least twelve (12) months of service at the UMS institution from which the employee wishes to take leave, and
   c. have a satisfactory record of work performance, and
   d. shall not have a record of abuse of accrued leave usage.

2. Granting of the request shall:
   a. not disrupt or interfere with the operations or work schedules of the institution or institutional unit.
III. Duration of Leave:

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

IV. Reasons for Leave:

A. A leave of absence without pay may be requested by an eligible employee for reasons such as:

1. loan of an employee to another governmental agency, higher education institution or related organization;

2. outside employment that would lessen the impact of a potential layoff or a layoff;

3. professional activities related to academic research, advanced study, career development, or other professional activities that are determined by the institution's Chief Executive Officer or designee to be of benefit to the University of Maryland System or system institution;

4. anticipated low demand for the employee's services during slow periods in the institution's or unit's operations (seasonal leave), or

5. other activities as determined to be appropriate by the Chief Executive Officer.

V. Job Protection:

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

B. If during the leave the Chief Executive Officer or designee determines in his/her discretion that the position cannot be held available, the Chief Executive Officer or designee shall notify the employee in writing of his/her decision and shall provide information regarding the equivalent position to which the employee will be returned upon expiration of the leave. The employee shall have the right to return to work within fifteen (15) working days from receipt of such notice in order to keep the position from which he/she had taken leave.

C. If there are reductions in the work force while the employee is on leave and the employee would have lost his/her position had he/she not been on leave, then
except as provided under UMS Policy on Layoff and UMS Policy on Reinstatement, an employee has no rights under this policy to be returned to his/her former or to an equivalent position.

D. If there are increases or decreases in pay, benefits, or other terms and conditions of employment while the employee is on leave that would have affected the employee had he/she not been on leave, then except as provided under applicable UMS policy, the employee shall be returned to employment consistent with current applicable, appropriate pay, benefits and other terms and conditions of employment.

E. An employee on leave of absence without pay shall not return from leave prior to the agreed upon expiration of the leave without written approval of the Chief Executive Officer or designee.

VI. Status of Benefits While on Leave:

A. All benefits, including health care and service credit for retirement and other purposes, shall be suspended for the period of the leave of absence without pay. However, an employee on leave of absence without pay for more than thirty (30) days may elect to continue health care and other benefits, as permitted by law or regulation, by paying the full cost of the benefits, including the share ordinarily paid by the employer.

B. An employee who elects to discontinue health benefits may not re-enroll in the State of Maryland health benefits program within the same benefit year without certification that the employee has been enrolled in another health plan during the period of leave.

C. Under exceptional circumstances and on a case by case basis, the chief Executive Officer or designee may approve the continuation of the employer's subsidy for health care benefits if the reason for the leave is determined by the Chief Executive Officer or designee to be of benefit to the UMS institution. Employer costs of any payments made to maintain the employee's health benefit coverage while on a leave of absence without pay shall be recovered if the employee fails to return from leave.

VII. Compensation During Leave:

A. This policy governs unpaid leaves of absence; however, the Chief Executive Officer or designee, may require that accrued annual leave, personal leave, holiday leave or compensatory leave (in the case non-exempt employees) be used prior to granting LWOP.
VIII. Providing Information About Leave:

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

IX. Failure to Return from Leave:

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

X. Miscellaneous:

A. Upon request of the Chief Executive Officer or designee, an employee granted a leave of absence without pay shall provide progress reports and/or verification that the conditions of the leave are being/were met.

B. Service credit shall not be granted to an employee on a leave of absence without pay.

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

D. When LWOP is approved for employees who are on probation status, the probation period shall be adjusted upon the return of the employee by the length of time used for LWOP.

IMPLEMENTATION PROCEDURES:

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


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USM policy VII-7.40, USM Policy on Accident Leave for Exempt and Nonexempt Staff Employees, (Approved 5/1/92; last amended on 4/16/04)
I. PURPOSE AND APPLICABILITY

Accident Leave is leave with two-thirds (2/3) of the employee's regular pay, and exempt from Federal and State Taxes, that is granted to an employee who sustains an accidental injury if (1) it is determined to be compensable according to the Maryland Workers' Compensation Act and (2) a physician examines the employee and certifies that the employee is disabled because of the injury. Only Regular Status Exempt and Nonexempt Staff employees who work 50% FTE or more shall be eligible for accident leave. An employee receiving work-related accident leave shall continue to accrue leave, seniority, and shall not be denied health care benefits with the subsidy allowed by the state solely because of the use of accident leave.

II. ADMINISTRATION

A. EMPLOYEE'S FIRST REPORT OF INJURY

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

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

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

B. SUPERVISOR'S REPORT

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

C. INSTITUTION REPORTS

The designated office, upon receipt of the supervisor's report, shall:

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

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

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

D. PERIOD OF ACCIDENT LEAVE

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

E. LEAVE FOR CONTINUING TREATMENT

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

F. ADDITIONAL 6 MONTH LEAVE

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

G. NOTICE OF NONCOMPENSABILITY

Notwithstanding the above provisions D, E, and F, Accident Leave shall terminate on the date the institution receives notice that the injury has been determined to be non-compensable from (1) the Workers' Compensation Commission; or (2) in the absence of a determination from the Workers' Compensation Commission, from the Injured Workers' Insurance Fund.

H. REIMBURSEMENT BY EMPLOYEE TO INSTITUTION

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

I. USE OF LEAVE OTHER THAN ACCIDENT LEAVE

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

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

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

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

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

IV. MEDICAL AND HOSPITAL EXPENSES

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

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

VI. SUBROGATION

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

IMPLEMENTATION PROCEDURES:

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

REFERENCES:

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

REPLACEMENT FOR:

UM Personnel Policies and Rules for Classified Employees - Section VI Accident Leave, Page VI-11.
UM Personnel Policies and Rules for Associate Staff - Section I.c Leave with Pay, Page 22-25.
http://www.usmd.edu/regents/bylaws/SectionVII/VII740.html
USM policy VII-7.41, Policy on Modified Duty, (approved 11/12/93)
I. Purpose and Applicability

To establish a policy for all regular administrative and classified employees which facilitates the early return to work of those employees recovering from an illness or injury. This policy applies only to those employees who are expected to return to full duty in their previously held positions.

II. General

A. It is the policy of the University of Maryland System to facilitate the prompt return to duty of employees absent due to illness or injury. In an effort to ease the transition of recovering employees into a resumption of full duties without restrictions, modified duty is designed to provide for a temporary assignment.

B. Modified duty assignments shall not become permanent assignments. The total number of days that an employee can be assigned modified duties should not exceed 180 calendar days in any 12 month period. Exceptions to the 180 calendar day limitation may be approved by the institution's Director of Human Resources/Personnel.

III. Administration

A. In an instance where an employee is absent from work due to illness or injury, and is not expected to or does not return to work for a least 14 calendar days, the employee may be required to provide an original certificate from a medical provider which authenticates the period of illness or injury and includes:

   1. The date or dates the employee was seen by the medical provider;

   2. a diagnosis of the illness or injury;

   3. whether the medical provider recommends that the employee not report to work, the period of time involved, and the reason the illness or injury prevents the employee from working even with reasonable accommodation;

   4. a prognosis for recovery and the estimated date when the employee will be able to return to full duty;
5. the medical restrictions that need to be considered when identifying a modified duty assignment;

6. the authorized signature of the following licensed or certified medical providers: Physician, Physical Therapist; Clinical Psychologist; Dentist; Optometrist; Oral Surgeon, Chiropractor, Podiatrist; Nurse Practitioner; Nurse Midwife; Physician's Assistant or an accredited Christian Science practitioner.

When an employee is required to provide a certificate as described above, the employee may submit the certificate to a supervisor, the institution's Director of Human Resources/Personnel, or a designated institutional medical officer.

B. The employee may be required to provide additional original certificates at reasonable intervals based upon the nature of the illness or injury.

C. In the event that the medical restrictions listed on the original certificate prevent the employee from performing any available modified duty assignment, the institution may arrange for a second medical opinion. This provision does not limit the institution's right under any other policy to require a second medical opinion.

IV. Assignment

A. Upon receipt of the original certificate, in conjunction with the employee's Dean, Department Head, or Chairperson, the institution's Director of Human Resources/Personnel or designee will determine whether there exists an appropriate modified duty assignment consistent with reasonable accommodation for medical restrictions, the department's staffing needs and relevant fiscal considerations. In the event an appropriate assignment cannot be identified in the employee's department, the institution's CEO or designee may assign the employee to another department that has an appropriate modified duty assignment during this period.

B. An employee on modified duty will not be assigned to perform duties of a level higher than the employee's regular classification.

C. Modified duty employees may experience some temporary changes from their regular assignments in the areas of daily work hours, scheduled shifts, regular days off, and holiday leave.

D. Modified duty assignments will not alter the employees' bi-weekly salary but may affect shift differential pay.

E. The assignment will be evaluated periodically, and may be adjusted based upon the employee's medical progress.
F. The institution may, at any time, arrange for a second medical opinion by an institution named physician to verify the recovering employee's need to continue modified duties.

G. If the institution determines that an appropriate modified duty assignment does not exist, the employee shall remain on paid leave or Leave of Absence Without Pay as appropriate until such time as the institution can identify an appropriate placement or the employee's condition improves sufficiently to allow a return to work.

H. If the employee refuses a modified duty assignment, accident or sick leave may be terminated. The employee may be allowed to use other forms of paid leave, be terminated, or be placed on a Leave of Absence without Pay. Other administrative sanctions may also be applied.

J. Any employee who is injured in the line of duty and who refuses modified duty, shall be reported to the Injured Workers' Insurance Fund, and a request shall be made for a suspension of lost time benefits.

DEFINITIONS:

"Medical Restrictions" - physical or mental limitations certified by a licensed or certified medical provider or an accredited Christian Science Practitioner.

“Modified duty” – a, temporary assignment of job tasks which is compatible with an employee's medical restrictions and supports the prompt return to full duty.

IMPLEMENTATION PROCEDURES:

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

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USM policy VII-7.45, Policy on Sick Leave, (approved 12/5/97)
I. Purpose and Applicability

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

II. General

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

B. A full-time employee shall earn sick leave at the rate of 15 workdays per year. Employees who are appointed at least 50% time shall earn sick leave on a pro rata basis. Sick leave is accumulated and carried forward from year to year without limit.

C. An employee may use on a continuous basis earned leave (sick, annual and personal leave), advanced sick leave, extended sick leave, leave granted through the leave reserve fund, or unpaid family medical leave, as needed for personal illness.

D. An employee may request that his/her illness, injury, or disability occurring during a period of annual or personal leave be charged to sick leave. Verification of such illness, injury, or disability may be required by the Chief Executive Officer or designee as provided in Section IV. of this Policy.

E. Sick leave shall be granted by the Chief Executive Officer or designee when an employee is absent because of:

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

2. A pre-scheduled and approved, or emergency medical appointment, examination, or treatment for the employee with an accredited, licensed or certified medical provider listed in Section IV.C. of this Policy that cannot be scheduled during non-work hours.

3. Illness or injury in the employee's immediate family and medical appointments, examinations or treatments for the immediate family member with an accredited, licensed or certified medical provider listed in Section IV.C. of this Policy that cannot be scheduled during non-work hours.
a) Immediate family as used in this section of the policy shall mean a spouse, child, step-child, grandchild, mother, father, mother-in-law, father-in-law, brother, sister, grandparent, brother-in-law, sister-in-law, or legal dependent of the employee irrespective of residence. Use of sick leave shall also be granted to care for any other relative who permanently resides in the employee's household for whom the employee has an obligation to provide care. The Chief Executive Officer or designee may require an employee to provide certification by a medical provider listed in Section IV.C. of this policy to demonstrate this obligation or to authenticate the need for the employee to care for the ill family member.

b) Up to fifteen (15) days of accrued sick leave shall be granted by the Chief Executive Officer or designee during any one (1) calendar year for medical care of a family member.

4. Death of a relative

a) For the death of a close relative, the Chief Executive Officer or designee shall grant the use of up to three (3) days of accrued sick leave. If the death of a close relative requires an employee to travel requiring staying away from home overnight, upon request the Chief Executive Officer or designee shall grant the use of up to a maximum of five (5) days of accrued sick leave for this purpose.

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

c) The Chief Executive Officer or designee shall grant the use of up to a maximum of one (1) day of sick leave for reasons related to the death of the employee's or his/her spouse's aunt, uncle, niece, or nephew.

5. Pregnancy-related disabilities, childbirth, and immediate recovery there from

a) A female employee may request the use of accrued sick leave for any period of time related to temporary disability during pregnancy or related to childbirth and immediate physical recovery there from.

b) A female employee planning to request the use of sick leave for the purposes listed in this subsection shall be governed by the provisions of this policy.
c) The employee shall keep the Chief Executive Officer or designee informed of any changes to her condition which affect the length of time that she will need to be away from work.

6. Birth of a child or placement of a child with the employee for adoption

a) Up to a maximum of 30 days of accrued sick leave may be used to care for a child immediately following the birth of a child or placement of the child with the employee for adoption. In the case of an adopted child, sick leave is only available in connection with a formal adoption and shall be granted only if the employee making the request is the person having primary responsibility for furnishing the care and nurture of the adoptee. In the event that both parents are USM employees, sick leave to care for the child, as provided under this section, is available to only one parent.

b) The Chief Executive Officer or designee shall grant the employee's request if the employee has furnished satisfactory documentation of the birth of the employee's child or an agreement of placement for adoption.

F. An employee who returns to regular USM service within two years of separation shall have the unused sick leave earned during the prior service restored, provided the employee returns to a position eligible to earn sick leave.

III. Directed Use of Sick Leave/Medical Examinations

A. The Chief Executive Officer or designee, in accordance with the institution's policy on Family and Medical Leave, may direct an employee to use accrued sick leave if he/she determines that an employee is unable to perform the responsibilities of his/her position due to illness, injury or disability.

B. While in either active work status or on any type of employee-related sick leave, an employee may be required to undergo a medical examination(s) and evaluation(s), and may be required to provide verification of fitness for duty, as directed by the Chief Executive Officer or designee to ascertain whether the employee is able to regularly and routinely perform the responsibilities of his/her position.

1. If the examination is conducted by a physician selected by the USM institution, the institution shall bear the costs of such medical examination. The employee may, however, see his/her own physician at the employee's own cost.

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

3. In cases where there is a conflict between the evaluation, prognosis, diagnosis or recommendation of the employee's personal health care provider and the physician selected by the USM institution, the Chief Executive Officer or designee may choose which health care provider's report to follow; or may require subsequent medical examinations and evaluations in deciding what steps should be taken regarding the employee's sick leave status or continued employment. If subsequent medical examinations and evaluations are required, the expense of such shall be borne by the USM institution. The decision of the CEO or designee is final.

IV. Verification of Absences Charged to Sick Leave

A. In order to assure medical attention for an employee or to prevent the abuse of sick leave usage, the Chief Executive Officer or designee may require an employee to submit verification of the use of accrued sick leave, advanced or extended sick leave.

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

1. A written statement from the medical provider (as listed in Section IV.C. of this Policy) indicating that the employee is required to be absent from work due to illness;

2. The duration of absence from work;

3. Prognosis of employee's ability to return to work;

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

5. Any other information necessary to verify that the employee's use of sick leave is in accordance with this Policy;

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

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

V. Advanced Sick Leave

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

The employee shall:
1. have completed six months of continuous USM service;
2. have completed an original probation period, if applicable;
3. have exhausted all other types of accrued leave; and
4. have a satisfactory record of sick leave usage and work performance.

B. Advanced sick leave is not an entitlement. The granting of requests for advanced sick leave shall be at the discretion of the Chief Executive Officer or designee.

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

D. Written requests for advanced sick leave shall be submitted to the Chief Executive Officer or designee and shall be supported by written verification by an accredited, licensed, or certified medical provider as outlined in Sections IV.B. and IV.C. of this Policy.

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

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

G. Annual, sick and holiday leave earned, and personal leave credited while on advanced sick leave shall be applied as earned/credited.
H. Additional requests for advanced sick leave will not be granted until all previously granted advanced sick leave has been repaid. The only exception to this provision is in cases where the maximum amount of advanced sick leave had not been requested originally and additional advanced sick leave, consecutive to that already granted, is needed to cover the employee's continued absence arising from the original illness, injury or disability.

I. The CEO or designee may refer an employee who is on advanced sick leave as follows:

1. The employee may be referred to an USM institution-named physician for periodic examinations to determine the nature and extent of the illness, the employee's progress toward recovery, the length of time necessary for recovery, and an estimated date of return to work.

2. If there is a conflict between the employee's physician and the USM institution-named physician, the provisions of Section III.B.3. shall apply.

VI. Extended Sick Leave

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

The employee shall:

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

2. have exhausted all types of accrued leave and advanced sick leave; and

3. have a satisfactory record of sick leave usage and work performance.

B. Extended sick leave is not an entitlement. The granting of requests for extended sick leave shall be at the discretion of the Chief Executive Officer or designee.

C. The maximum cumulative total of extended sick leave available to an employee while in USM or State service is 12 work months (52 work weeks).

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

E. Written requests for extended leave shall be submitted to the Chief Executive Officer or designee and shall be supported by written verification by an accredited, licensed or certified medical provider as outlined in Sections IV.B. and IV.C. of this Policy.
F. The CEO or designee may refer an employee who is on extended sick leave as follows:

1. The employee may be referred to an institution named physician for periodic examinations to determine the nature and extent of the illness, the employee's progress toward recovery, the length of time necessary for recovery, and an estimated date of return to work.

2. If there is a conflict between the employee's physician and the institution named physician, the provisions of Section III.B.3. shall apply.

VII. Other

For other related policies, please see Policy on Leave without Pay, Policy on Leave Reserve Fund, Policy on Family and Medical Leave, and Policy on Accident Leave.

IMPLEMENTATION PROCEDURES:

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

Replacement for:

UM-BOR III - 11.00, Sick Leave Policy for Full-Time Faculty Members and for Administrators of Academic Programs. (Note: UMS II - 2.30 approved by BOR to cover faculty only.)

UM-BOR III - 11.01, Guidelines for Adoption Leave.

UM Personnel Policies and Rules for Classified Employees, Section VI, Leave with Pay, Sick Leave, page VI-4 - VI-10; Leave for Childbirth and Related Disabilities, pages VI-10 - VI-11; Adoption Leave, page VI-11.


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http://www.usmd.edu/regents/bylaws/SectionVII/VII745.html
USM policy VII-7.50, USM Policy on Family and Medical Leave for Exempt and Nonexempt Staff Employees, (approved 8/27/93; last amended on 10/22/04)
I. PURPOSE AND APPLICABILITY

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

II. TERMS AND DEFINITIONS

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

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

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

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

D. Child - A person who is the son or daughter of an eligible employee and who is under eighteen (18) years of age; or, eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability during the period of the serious illness. The son(s) and/or daughter(s) may be the biological, adopted, step or foster child(ren) of the eligible employee. The term "child" shall also include someone who is the legal ward of the eligible employee or someone for whom the eligible employee has provided sufficient, notarized affidavit(s) and proof of financial dependence that he/she is standing in loco parentis.
E. Eligible Employee - An employee who has been employed for a total of at least twelve (12) months as a USM or a State of Maryland employee; and who has worked for at least one thousand and forty (1,040) hours during the twelve (12) month period immediately prior to the beginning date of the leave as a USM or State of Maryland employee. For part-time employees on at least a 50% basis, the minimum number of hours required for eligibility shall be prorated. For convenience, within the text of this policy the term "employee" instead of "eligible employee" shall be used.

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

G. Health Care Providers - Are Doctors of Medicine or Osteopathy, Podiatrists, Dentists, Clinical Psychologists, Optometrists, Chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist), nurse practitioners and nurse midwives, as authorized to practice by the State of Maryland, Christian Science Practitioners listed with the First Church of Christ Scientist in Boston; and Licensed Clinical Professional Counselor.

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

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

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

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

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

M. Restoration - as used within the FMLA and used within this policy, restoration is an institutional guarantee that at the conclusion of the F&M leave the eligible employee will be returned either to the same position from which he/she took leave, or to an equivalent position within the same job classification.
N. Serious Health Condition - is an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or home care, or continuing treatment by a health care provider. A serious health condition is also intended to cover conditions or illnesses that affect the eligible employee's health or the health of the eligible employee's immediate family to the extent that the family member is in the hospital or other health care facility or at home and unable to care for his/her own basic hydraulic or nutritional needs or safety such that the eligible employee must be absent from work on a regular and recurring basis for more than a few days for treatment or recovery. F&M leave is not intended to cover minor illnesses that last less than four days and short term medical and/or surgical procedures that require only a brief recovery period of less than four days which are normally handled through sick leave. With respect to the eligible employee, a serious health condition means that the employee must be incapacitated from performing the essential functions of his/her position.

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

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

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

III. REASONS FOR LEAVE

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

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

B. Additionally, requests for leave to take care of the employee's school-age child under the age of fourteen (14) during school vacations may be granted to the extent that the leave does not create a hardship with respect to the operational needs and work schedules of the applicable institutional unit.

IV. FAMILY AND MEDICAL LEAVE ENTITLEMENT

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

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

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

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

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

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

VI. INTERMITTENT OR REDUCED LEAVE

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

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

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

VII. SPOUSES EMPLOYED BY THE SAME USM INSTITUTION AND UNIT

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

B. The amount of leave for which one spouse may be eligible, or the amount of leave used by one spouse shall not limit or enhance the leave amount or the leave usage of the other spouse.

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

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

IX. JOB PROTECTION

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

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

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

2. If the determination of an inability to hold the former position available occurs after the F&M leave begins, the CEO or designee shall immediately notify the employee in writing of details associated with the decision and the details of the equivalent position to which the employee will be restored. The employee shall have the right to return within fifteen (15) working days from receipt of such notice to keep his/her former position.

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

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

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

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

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

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

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

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

X. STATUS OF BENEFITS WHILE ON FAMILY AND MEDICAL LEAVE

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

B. An employee on F&M leave for reasons noted in Section III. A. may elect to continue employer-subsidized health care benefits during the period of leave. The CEO or designee shall provide advance written notice to the employee of the terms and conditions under which premium payments are to be made by the employee. The subsidy shall cease if an employee gives notice that he/she no longer wishes to return to work. The institution shall recover its share of health premiums during unpaid F&M leave if the employee fails to return to work, or returns to work but fails to stay thirty (30) calendar days, unless the reason for not returning or staying is due to the continuation, recurrence or onset of a serious health condition or other circumstances beyond the employee's control.

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

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

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

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

XI. NOTICE OF FAMILY AND MEDICAL LEAVE

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

XII. MEDICAL CERTIFICATION

A. For leaves related to serious health conditions and to childbirth, the employee shall provide medical certification(s) from the employee’s or family member’s health care provider. The employee shall have fifteen (15) calendar days to obtain the medical certification unless not practicable to do so despite the employee's diligent good faith efforts. Such certification shall include but not be limited to:

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

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

C. The CEO or designee may require reasonable recertification as the F&M leave continues, and may require an employee to provide periodic progress reports as to the serious health condition for which he/she is taking leave and the employee's ability to return to work at the end of the leave. Recertification shall not be requested more often than every thirty (30) calendar days unless the employee requests an extension of F&M leave, changed circumstances occur during the illness or injury, or the institution receives information that casts doubt upon the continuing validity of the most recent certification.
D. Consistent with FMLA and other applicable laws, all medical-related documentation will be kept confidential and maintained in a file separate from the employee's official institutional personnel file.

XIII. SCHEDULING OF TREATMENT IN INSTANCES OF SERIOUS HEALTH CONDITIONS

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

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

XIV. PROVIDING INFORMATION ABOUT F&M LEAVE

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

XV. ABUSE OF F&M LEAVE

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

XVI. EARLY RETURN FROM LEAVE

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

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

XVIII. FAILURE TO RETURN FROM LEAVE

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

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

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

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

XIX. MISCELLANEOUS

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

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

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

IMPLEMENTATION PROCEDURES

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

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http://www.usmd.edu/regents/bylaws/SectionVII/VII750.html?t=print.php
USM policy VII-9.40, USM Policy on Salary Upon Transfer or Reclass, (approved 6/9/95)
I. Purpose and Applicability

This policy establishes the guidelines for salary upon transfer or reclass within a UMS institution. This policy is applicable to nonexempt -- maintenance, office, service, and technical staff.

II. Terms and Definitions

For purposes of this policy the following terms and definitions shall apply.

A. Transfer: A transfer is defined to be

1. A lateral move to a position with the same salary range,
2. A promotional move to a position rated at a higher salary range than the range of the current position, or
3. A demotional move to a position with a lower salary range than the range of a current position.

Transfers may occur within or across organizational units and within or across UMS institutions.

B. Reclass: A reclass is an action that occurs when the job class to which a position is assigned is changed by raising it to a higher class, reducing it to a lower class, or changing it to another class at the same level. Reclass actions are based on significant and substantial changes in the position's primary duties that have evolved or when structured changes occur in the position's duties and responsibilities that were unforeseen at the time of hire and are crucial to the mission and/or organizational effectiveness of the UMS institution, or as a result of changes in the job evaluation program. A position may or may not have an incumbent at the time of a reclass.

III. Salary Upon Lateral Transfer or Lateral Reclass

Upon both circumstances the employee's salary shall remain the same.
IV. Salary Upon Promotional Transfer

A. Competitive Promotion

Upon competitive promotion, the salary for an employee will increase at least six percent (6%) by placement on the appropriate step in the new salary range. Employees shall be granted an additional step salary increase upon successful completion of a probationary period.

B. Reclassification Promotion

Upon reclass promotion, the salary for an employee will increase at least six percent.

V. Salary Upon Demotional Transfer or Demotional Reclass

Upon demotional transfer or reclass, the employee’s salary shall be placed on the closest step or amount within the range without providing a salary increase. In no case shall the employee’s salary exceed the maximum of the salary range for the job class to which she/he was demoted.

IMPLEMENTATION PROCEDURES:

Each Chief Executive Officer shall develop procedures as necessary to implement this policy, and shall forward a copy of such procedures to the Chancellor.

Replacement for:

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

UM Personnel Policies and Rules for Classified Employees, Section III, Compensation - Transfer and Horizontal Change, page III-4; Promotion; Demotion; and Reclassification, page III-5.

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

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http://www.usmd.edu/regents/bylaws/SectionVII/VII940.html?t=print.php
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