



AFSCME Local 1072

**Memorandum of Understanding between the
American Federation of State County and Municipal Employees
& University of Maryland University College**

Effective June 30, 2013 through June 30, 2016

Non-Exempt

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PREAMBLE

This Memorandum of Understanding (MOU) is entered into by University of Maryland University College (UMUC, Employer or University) and the American Federation of State, County, and Municipal Employees (Union or AFSCME). It is understood that the Board of Regents of the University System of Maryland (USM) must approve 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 any rights, responsibilities, powers or duties conferred by the Constitution of the State of Maryland, or the Annotated Code of Maryland, including State Personnel and Pensions Article (SPP), Title 3, Annotated Code of Maryland. In the event of an inconsistency between this MOU and the law, the law shall prevail.

ARTICLE I – RECOGNITION

Section 1. Exclusive Representative

The University recognizes the Union as the exclusive representative of the employees, as defined in Section 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 recognized by the State Higher Education Labor Relations Board as subjects of bargaining.

Section 2. Definition of Nonexempt Bargaining Unit

The term “employees”, “bargaining unit employees” and “employees covered by this MOU” as used in this MOU shall mean all regular nonexempt employees in the Nonexempt Employees Bargaining Unit at UMUC as certified by the SHELRB, exclusive of managerial, supervisory and confidential employees.

Section 3. Job Classifications

Should any new nonexempt job classification(s) be created, the Employer shall notify the Union as soon as practicable.

If it is believed that the bargaining unit status of a classification or position has changed, the University or the Union, whichever is proposing the change, shall notify the other. Following such notice, if the parties are in disagreement over whether or not the classification or position should be included in the unit, they will meet and attempt to resolve the issue.

Any unresolved dispute between the parties regarding whether or not a job classification(s) or position(s) should be included in the bargaining unit covered by this MOU may be submitted to the SHELRB by either party pursuant to its regulations. The decision of SHELRB shall be final and binding on both parties subject to any appeal rights provided by law.

ARTICLE II – SCOPE OF AGREEMENT

The specific provisions of this MOU supersede the corresponding specific terms of previously established policies and procedures maintained by the University and the USM. This MOU may be modified only by written agreement of the University and AFSCME. All Board of Regents (BOR) and University policies and procedures shall remain in full force and effect unless modified specifically by this MOU or changed as provided below.

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 understandings 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 University or the Union made, or could have made, proposals during bargaining, but about which no agreement was reached, so long as the parties were aware or reasonably should have been aware of the subject during the bargaining process. The parties further agree and intend that the waiver set forth herein shall be construed as consistent with the provisions of the preamble to this MOU and enforceable.

The University and the Union acknowledge their mutual obligation to negotiate as defined and limited by law and this MOU over employer proposed changes in wages, hours and other terms and conditions of employment which affect bargaining unit employees and which are not specifically covered by this agreement and not reserved to the University as a management right. In such circumstances, the obligation to bargain is limited to those changes that will affect matters outlined in SPP 3-502 in conjunction with employees covered under this MOU. The minimum notice to the Union of the intended change in matters outlined in SPP 3-502 which are subject to this obligation is thirty (30) calendar days prior to the proposed implementation of the change. If required to meet a legislative mandate or an emergency situation (including an emergency fiscal management issue), the University will notify the Union as soon as possible prior to the proposed implementation of the change. This notification must indicate the legislative mandate or emergency situation as well as known timeframes in conjunction with this mandate. The Union may request bargaining within this notice period. If the Union does request bargaining, but does not request information, the Union shall submit proposals in response to the Employer's intended changes within ten (10) calendar days of its request to bargain, and the parties will meet promptly to discuss the changes and any proposals submitted by the Union. This ten (10) day time limit may be extended by written agreement of the parties. In the event the Union requests information relevant to the proposed change(s), the timeframe associated with the submission of proposals shall commence upon the Union receiving all of the requested information to which the Union is entitled. The Union agrees that it will tailor its information requests so as not to unduly delay this process. If the Union does not request bargaining, the University is free to implement the changes.

The Union's ability to negotiate does not provide the Union with "veto" power over employer-initiated changes, and it shall not unduly delay the implementation of such changes. The University may implement the proposed changes that are subject to this process even if after good faith negotiations there has not been mutual agreement.

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

ARTICLE III – NON-DISCRIMINATION

It is the policy of the University and AFSCME to prohibit discrimination in employment against any employee because of race, age, color, religion, creed, gender, sexual orientation, country of national origin, disability, marital status, or labor organization affiliation or lack of affiliation.

ARTICLE IV – HOURS OF WORK AND OVERTIME

Section 1. Standard Workweek

The standard workweek for full-time non-exempt employees consists of forty (40) hours per week. The University has the right to schedule its employees to fully meet the operational needs of the University; however, University will make a good faith effort, whenever practical, to provide employees with consecutive hours in the workday and consecutive days in the workweek.

Section 2. Work Schedules

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

Section 3. Work Breaks

Two paid duty free rest breaks of ten (10) minutes each shall be granted to full-time employees and employees in a part-time status but who work an eight hour day. The times for the breaks shall be determined by management.

Section 4. Lunch Break

There shall be a duty free lunch break of thirty (30) minutes for employees scheduled to work six (6) hours or more. The time of the lunch break will be determined by management. All efforts will be made to ensure the lunch break occurs between the beginning of employee's third (3rd) and the ending of the employee's fifth (5th) hour of his/her work schedule.

Section 5. Copy of Job Description

Upon request, each full-time and part-time employee shall be furnished a copy of his/her job description. Employees will also receive a copy of their job description when they change positions.

Section 6. Overtime

Management may require an employee to work beyond their regularly scheduled hours. Employees shall receive 1-1/2 times their regular rate of pay for hours worked in excess of forty (40) hours per workweek in accordance with the Fair Labor Standards Act. All hours paid in excess of forty (40) hours in a workweek must be pre-approved by management. Hours worked shall include paid

annual, holiday, administrative, and personal leave, and shall include hours actually worked on a holiday.

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

Section 7. Distribution of Overtime

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

Section 8. Mandatory Overtime

Whenever practical, overtime will be assigned within a department on a voluntary basis, first to employees within the classification and then to employees outside of the classification. However, due to operational needs, the University may assign mandatory overtime work as needed first to Employees within the classification and then to employees outside of the classification. In the case of extenuating circumstances which make it impossible for the employee to work overtime, every effort will be made to find another employee within the unit to work the mandatory overtime.

Section 9. Compensatory Time

A. The employee shall indicate his/her election of compensatory time or cash on the timesheet on which the overtime hours are recorded. Employees must declare their election of compensatory time or cash prior to working overtime but in no case more than on a pay period basis. Opportunities for employees to work overtime will not be affected by their election of cash or compensatory time. A maximum of two hundred and forty (240) hours of comp time may be accumulated at any one time. Any overtime approved beyond this must be paid.

B. There will be no time limit during which the employee must use his or her compensatory time. Employees shall not be required to use compensatory time. Use of such compensatory time will be granted in a fair and equitable manner. The employee shall be paid for any accumulated compensatory time at the time of separation from UMUC or transfer to another position in a different department in UMUC or upon death, to the employee's estate at the final regular rate received by the employee.

C. All FLSA non-exempt employees who are part-time shall earn overtime at the straight time rate until they exceed the FLSA threshold. Employees whose overtime hours exceed the appropriate FLSA threshold shall receive compensation for the extra hours in cash or compensatory time, at the employee's option with management concurrence, at the "time and one-half" rate.

Section 10. Advance Notice

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

Section 11. Flexible Time Scheduling

The University reserves its right to unilaterally develop and implement flex time scheduling procedures. However, the University agrees to discuss issues regarding flex time scheduling during labor Management committee meetings in accordance with Article XXIV of this MOU.

ARTICLE V – PROBATIONARY PERIOD

Section 1. Duration

The probationary period is a trial period of work in a position upon initial employment with UMUC.

All newly hired employees and employees who are rehired following a voluntary or involuntary separation shall serve a six (6) month probationary period.

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

Section 2. Extension of Probation Period

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

Section 3. Contingent II Employees

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

Section 4. Rejection During Original Probation

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

Section 5. Rejection During Status Change Probation

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

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

ARTICLE VI – UNION RIGHTS

Section 1. Right of Access

Union representatives shall have reasonable access to areas in which employees work for the purpose of providing representation to bargaining unit members and to conduct union business. It is understood that such representatives and officers will not disturb the work of employees while visiting the employer's facilities. Bargaining unit employees shall ensure that confidential student, faculty and/or employee records, files, or other documents are concealed from view in the work area prior to and during the visit. AFSCME agrees to provide the names of all authorized representatives to UMUC Office of Human Resources no later than twenty (20) work days following the ratification of this Memorandum of Understanding, and thereafter will notify UMUC in writing of any changes of representatives, prior to the effective date of the change. In order to ensure that the visit will not interfere with the normal course of business, AFSCME representatives seeking to talk to bargaining unit employees will notify management at least thirty (30) minutes prior to the visit.

UMUC reserves the right to restrict access of authorized AFSCME representatives from locked work areas so long as these areas are restricted to other employees not employed in the particular work unit, as well as all other non-employees, and to limit access to the departmental reception areas or other public areas. The University agrees to not unreasonably deny AFSCME representative(s) access to any employee(s) at any time. In the event the University exercises its right under this section and by its actions limits the Union's ability to meet any timeframes under this MOU, the University shall automatically extend those timeframes accordingly to facilitate the Union's access to the appropriate employee.

Section 2. Representation Rights

Upon request of a member(s) of the bargaining unit, authorized union representatives, as identified by the Union in accordance with Section 1 of this Article including staff representatives, union job stewards, elected local officers or any authorized person acting on behalf of the Union shall have the right to meet and confer with employee(s) for the purpose of interviewing, consulting and preparing for formal grievance meetings. Time to prepare for grievance meetings shall be limited to one hour and only with the approval of the Office of Human Resources.

Section 3. Means of Communication

The Union has the right to communicate with employees through use of bulletin boards, and other means of communications such as fax machines, telephones, and e-mail systems provided that such communication does not interfere with the normal course of business.

Section 4. Bulletin Boards

UMUC agrees to provide access to five (5) locked bulletin boards for the purpose described in the above section. One bulletin board will be located in each of the following locations for the union's use: the Administration Building 1st floor pantry; the large pantry in Largo II; and in three pantries in the Academic Center at Largo, one on each floor of the building, in pantries selected by the Union. The specific location within the pantries will be mutually agreed upon by both parties.

Section 5. Right of Information

The Union has the right to request, and the employer has the obligation to provide, information that is relevant and necessary for AFSCME to represent its members. The Employer shall provide the Union with the following information: Rhapsody in Blue

- a. A report will be provided no later than the fifteenth (15th) business day of every other month listing all newly hired bargaining unit employees including the names of converted contingent II employees. The report shall include the name, job title, assigned salary, grade, office and department, and telephone extension number, if available. The report shall be provided electronically, if available, and shall be emailed to the designated union representative. If the reports are not available electronically, they shall be submitted in paper copy format and shall be mailed to an address designated by the Union.
- b. A report will be provided no later than the fifteenth (15th) business day of every other month containing the names, of all bargaining unit employees who retired, resigned, or otherwise were separated from employment in the previous two (2) months. The report shall be provided electronically, if available, and shall be emailed to the designated union representative. If the reports are not available electronically, they shall be submitted in paper copy format and shall be mailed to an address designated by the union.
- c. Notwithstanding anything to the contrary in the above provisions, the Employer shall provide employee information in accordance with the provisions of Maryland Annotated Code, State Personnel and Pensions Article, §3-2A-08

Section 6. New Employee Orientation

One union officer or job steward, as designated by the Union, shall be granted fifteen (15) minutes during new employee orientation sessions organized by the employer to welcome the new bargaining unit employees and to make a presentation on behalf of the Union. In the event the Employer does not provide for an employee orientation, a union representative and the new bargaining unit employee will be allowed fifteen (15) minutes without loss of compensation, to meet during work time to discuss information pertaining to the role of the Union.

Section 7. Union Job Stewards

The Union will appoint or elect certain bargaining unit employees to serve as Union Job Stewards who will be responsible for investigating and processing grievances which may arise under this MOU. UMUC shall allow reasonable time, without loss of compensation to stewards to carry out the above stated duties and responsibilities. There shall be one steward for every thirty (30) bargaining unit employees. The Union shall submit a list of job stewards to UMUC Office of Human Resources within twenty (20) work days after the ratification of this Memorandum of Understanding and thereafter will notify UMUC in writing of any changes to the list prior to the date of such changes.

Section 8. Meeting Space

Depending on availability, UMUC agrees to provide, at no cost to the Union, conference room meeting space in the Administration building or the Academic Center at Largo. The request shall be submitted to the UMUC Office of Human Resources at least forty- eight (48) hours in advance of the meeting. The Employer shall not unreasonably deny the request.

ARTICLE VII – MANAGEMENT RIGHTS

Section 1. Scope of Rights

The Employer retains the sole and exclusive authority for the management of its operations and may exercise all rights, powers, duties, authority and responsibilities conferred upon and invested to it by all laws including, but not limited to, Title 3, SPP. It is understood and agreed by the parties that, except as limited by specific sections of this MOU, the Employer possesses all other rights, powers, duties, authority and responsibilities to operate and manage all aspects of its operations including but not limited to its departments, agencies and programs and carry out constitutional, statutory and administrative policy mandates and goals, including but not limited to the right to:

1. Determine the mission, budget, organization, numbers, types and grades of employees assigned, the work projects, tours of duty, methods, means and personnel by which its operations are to be conducted, technology needed, internal security practices, relocation of its facilities;
2. Maintain and improve the efficiency and effectiveness of operations;
3. Determine the services to be rendered, operation to be performed, and technology to be utilized;
4. Determine the overall methods, processes, means and classes of work or personnel by which governmental operations are to be conducted;
5. Hire, direct, supervise, and assign employees;
6. Promote, demote, discipline, discharge, retain, and layoff employees;
7. Terminate employment because of lack of funds, lack of work, under conditions where the employer determines continued work would be inefficient or nonproductive, or for other legitimate reasons;
8. Set the qualifications of employees for appointment and promotion, and set standards of conduct;
9. Promulgate and/or implement State, USM, University or department rules, regulations, policies or procedures;
10. Provide a system of merit employment according to the standard of business efficiency; and
11. Take actions, not otherwise specified in this Article necessary to carry out the mission of the Employer.

ARTICLE VIII – CONTRACTING OF WORK

The University recognizes the integrity of the bargaining unit and will consider using bargaining unit employees to perform bargaining unit functions in preference to contracting out. Consistent with Article VII, Management Rights, the University reserves the right to contract out any service. In the event the University proposes to contract out a service that would permanently displace bargaining unit employees, the provisions of Article XXV, Layoff and Recall shall apply.

It shall not be considered a violation of this MOU for non-bargaining unit employees to perform duties traditionally and customarily performed by bargaining unit members provided that said work does not directly result in the layoff of bargaining unit members.

ARTICLE IX – EMPLOYEE RIGHTS

Section 1. In General

In addition to all rights granted under this agreement, all employees in the bargaining unit shall enjoy the protections and rights as provided in Section 3-301, Title 3, of the State Personnel and Pensions, Annotated Code of Maryland.

ARTICLE X – WAGES AND COMPENSATION

Section 1. FY2014 Cost of Living and Merit Pay Adjustments

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

A. Cost of Living Adjustment: Effective no later than January 1, 2014, each bargaining unit employee covered by this Memorandum of Agreement shall receive a Cost of Living Adjustment (COLA) of 3% to their base pay.

B. Merit Pay Adjustment: Effective as of the pay period that includes April 1, 2014, a Merit Pay Adjustment shall be added to the base pay of each employee who has achieved “meets standards” or better on his/her last performance rating. If the merit adjustment would cause an employee’s pay rate to exceed the maximum pay rate for the employee’s pay grade range, the employee’s pay rate will be adjusted to the maximum of the pay range and the remainder of the merit adjustment shall be provided in the form of a one-time, lump sum payment which shall not be included in the employee’s base pay. The lump sum shall be paid as soon as practical following April 1, 2014.

Section 2. Compensation Reopener for FY2014

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

Section 3. Limited Reopeners FY2015 and FY2016

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

Section 4.

Any bonus, COLA or Merit Pay Adjustment provided for above shall be subject to the General Assembly's prior approval and funding and all controlling directions or restrictions imposed by the Governor or General Assembly.

Section 5. Shift Differential

A. Employees who work a regular shift starting between 2:00 p.m. and 1:00 a.m. shall receive a differential of \$1.00 per hour. Shift differential shall be included in the regular rate calculation for the computation of overtime.

B. Shift differential on a prorated basis shall be paid to an eligible employee who is authorized to work overtime from a non-qualifying shift into a qualifying shift, or to an employee who is called back to work in accordance with Section 6. D., Call-Back, below, provided the employee works at least one-half (1/2) of the qualifying shift.

C. Shift differential shall be paid to an eligible employee who is authorized to work overtime from a qualifying shift into another qualifying shift. This payment is in addition to any overtime payment or compensatory time for all overtime hours worked.

Section 6. On Call

A. "On call" shall be assigned on a rotating basis among employees eligible for such assignments within a department.

B. Employees assigned to on-call are required to be accessible if it is necessary for them to return to work for emergencies or other circumstances beyond the control of the University. If during the on-call period unforeseen circumstances arise where the employee cannot be reached or is no longer able to respond, the employee must notify his/her supervisor immediately. The employee shall be removed from on-call status for the remainder of that day for pay purposes.

C. Designated employees shall normally be assigned to on-call for a period not more than seven (7) consecutive days (including holidays). On-call status may extend to the maximum of twenty-four (24) hours for each day, as determined by management. An employee typically must confirm receiving an on-call page within fifteen (15) minutes from the time paged with a report time within two (2) hours of being paged. An employee who is assigned to on-call status and cannot be reached or does not respond within fifteen (15) minutes of being contacted shall be removed from on-call status for that day for pay purposes. In addition, such employees may be subject to disciplinary action consistent with Article XVI, Disciplinary Actions. In instances where designated on-call employees cannot be reached or are unable to respond, management may obtain a qualified substitute from among other employees within the department within the on-call list.

D. Employees shall be notified at least five (5) workdays in advance of their assignment to on-call status. Essential employees are not automatically assigned to on-call status.

E. Employees shall receive on call pay at the rate of one dollar (\$1.00) per hour up to a maximum of twenty-four dollars (\$24.00) per day for each day assigned to "on-call" status.

Section 7. Call-Back

A. On Call employees who are required to return to work or those other employees who are authorized to return to work on a regularly scheduled on-duty day after going off-duty, are eligible for call-back compensation. This Section applies to employees who are called back to work whether or not such employees are in on-call status. Under no circumstances shall the provisions of this call-back provision be utilized by the University to undermine or circumvent the distribution of overtime provisions of Article IV, Hours of Work and Overtime.

B. Employees called back to work shall be credited with a minimum of three (3) hours of additional work time even if the time spent on duty is less than three (3) hours. This circumstance does not apply to the employee who may be working overtime as a continuation of the employee's normal hourly schedule. The additional hours credited as a result of an employee being called back to work shall be included in the total hours worked for the particular workweek for purposes of computation of overtime pay.

C. Normally, travel between home and work is not work time. However, where employees have gone home after completing a day's work and subsequently return to the normal place of work or any other location in order to perform a necessary task, travel time is included as work time. Additionally, such hours spent in travel shall be considered as hours worked and count towards the accumulation of overtime hours. Travel time counts towards the three (3) hour minimum call-back time.

D. An employee who is called back during a qualifying shift will receive a pro-rata shift differential according to Section 4, Shift Differential, above.

Section 8. Acting Capacity Pay

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

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

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

ARTICLE XI – HOLIDAYS

Section 1. Recognized Holidays

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

New Year's Day

Dr. Martin Luther King Jr's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day (General and/or Congressional)

Veterans' Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Day

In addition, employees shall earn three (3) University holidays. The actual dates of observance for paid holidays and University holidays vary from calendar year to calendar year. The current year's listing of observed dates for holidays may be found on the University Office of Human Resources web page.

Part-time employees on at least fifty (50%) percent basis of fulltime employment shall earn holiday leave on a prorated basis.

Employees covered by this MOU may also earn any other holiday as required by the legislature and Governor.

Section 2. Eligibility for Paid Holiday

To be eligible for paid Holiday Leave (paid holidays and university holidays) employees must be in a paid employment status on the calendar date the holiday is earned. Employees who meet the eligibility requirements of this section shall receive a regular scheduled workday off with pay for all holidays as outlined in Section 1 of this Article according to the University's published holiday observance schedule.

Employees who are not normally scheduled to work on the holiday date of observance may elect to take the next regularly scheduled workday off with pay as holiday observance or to receive a regular day's compensation at their regular hourly rate of pay in addition to any hours worked during the same bi-weekly period for every holiday the employee is entitled to observe. The employee shall make the election and notify his/her supervisor at least five (5) work days in advance of each affected holiday. In this case, as contemplated in Article IV, Hours of Work and Overtime, Section 6 Overtime,

all hours worked and holiday leave hours paid will be considered as hours worked for the purposes of determining eligibility for overtime pay at one-and one half ($1\frac{1}{2}$) times the employee's regular rate of pay. The employee may elect to receive compensatory time in lieu of overtime pay in accordance with Article IV, Hours of Work and Overtime, Section 9 Compensatory Time.

Section 3. Day of Observance

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

Section 4. Compensation When an Employee is Authorized to Work on a Holiday

An employee who is authorized to work on a holiday date of observance shall be paid for all hours worked and in addition shall receive a regular day's compensation at his/her regular hourly rate of pay. In this case, as contemplated in Article IV, Hours of Work and Overtime, Section 6, Overtime, all hours worked and holiday leave hours paid will be considered as hours worked for the purposes of determining eligibility for overtime pay at one-and one-half ($1\frac{1}{2}$) times the employee's regular rate of pay. The employee may elect to receive compensatory time in lieu of overtime pay in accordance with Article IV, Hours of Work and Overtime, Section 9, Compensatory Time.

Section 5. Holiday Termination Payment

Employees who leave their employment at the University for any reason, are entitled to be paid for any unused holiday leave that has been earned and not yet taken as of the date of separation.

ARTICLE XII – LEAVES

Section 1. Annual Leave

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

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

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

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

A. Personal Leave for employees covered by this MOU is governed by USM Policy on Personal Leave (VII - 7.10 approved by the Board of Regents, December 3, 1999). Full-time employees shall

receive three (3) days (not to exceed 24 hours) of personal leave in each calendar year. Part-time employees working 50% or more shall receive personal leave on a pro-rated basis.

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

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

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

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

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

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

- Employee's name;
- Name of Institution;
- Employing department;
- Employee's position title, USM service date and number of months of creditable service;
- Amount of leave and specific dates requested; and
- Physician's certification of temporary disability which includes the physician's judgment as to when the employee may reasonably be expected to return to work – a prognosis, not diagnosis, or appropriate documentation of the birth or adoption of a child, if the employee is requesting parental leave. (This information should be kept confidentially at the Institution and not forwarded to the USMO-HR.)

If the Institution's Department of HR determines that the employee is eligible to apply for leave from the LRF, it will forward the request for leave to the USMO-HR within five (5) working days following receipt of the request from an employee. The USMO-HR office will issue a response within five (5) working days after its receipt of a request for leave.

An employee who is determined to be ineligible for leave from the LRF by his/her Institution's Department of HR, or whose request for leave is denied by the USMO-HR, shall have the right to file a grievance concerning that determination in accordance with Section 13-201 et seq., of the Annotated Code of Maryland Education Article. Such a grievance shall be initiated at Step Two of

that grievance procedure within five (5) days after receipt of the written determination of the Institution's Department of HR or the USMO-HR which is the subject of the grievance. In the case a grievance concerning the denial of a request for leave by the USMO-HR, the written decision by the President or President's designated representative shall be rendered after consultation with the Chancellor or the Chancellor's designated representative.

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

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

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

Family and Medical Leave for employees covered by this MOU is governed by USM Policy on Family and Medical Leave (VII - 7.50 approved by the Board of Regents, August 27, 1993; Amended April 16, 2004; Amended October 22, 2004; Amended June 18, 2010) and is subject to all terms and conditions set forth therein with the following modification:

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

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

1. To care for the employee's child after birth, or placement for adoption or foster care;
2. To care for the employee's spouse, son, daughter, or parent who has a serious health condition;
3. For a serious health condition of the employee, including pregnancy and recovery time, that renders an employee unable to perform his or her job; or
4. Any other reasons stated in USM Policy VII-7.50 as of June 18, 2010.

The National Defense Authorization Act requires the USM to provide additional FMLA leave benefits for Staff employees with family members in the military.

1. Certain family members may use up to twenty-six (26) weeks in a twelve (12) month period to care for an ill or injured service member under certain conditions.
2. Certain family members may use their twelve (12) week FMLA entitlement for certain qualifying exigencies.

To qualify for FMLA Leave:

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

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

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

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

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

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

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

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

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

B. Administrative Leave may be granted when emergency conditions exist.

C. The Institution Chief Executive Officer (CEO) may approve a request for administrative leave or may require an employee to take administrative leave for any purpose considered to be in the best interests of the Institution.

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

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

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

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

Military leave for call up to Active Duty during a national or international crisis or conflict for employees covered by this MOU is governed by USM Policy VII – 7.24 (Approved by the Board of Regents, October 5, 2001; Amended December 6, 2002; Amended October 17, 2003 Amended September 10, 2004; Amended June 18, 2010) and is subject to all the terms and conditions set forth therein.

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

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

B. Employees may request full or partial leave without pay for a two (2) year (24-month) period in accordance with the provisions of the USM Policy VII – 7.12. Approval of unpaid leave will be at the discretion of the University/College President or designee. No employee shall be denied unpaid leave unreasonably.

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

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

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

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

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

To support employees in balancing professional and family demands during and after the birth or adoption of a child, each eligible employee is assured a period of up to eight (8) weeks (i.e., forty (40) work days) of paid parental leave to care for a new child, as follows:

- A. **Nature of Leave:** The parental leave period will consist of any form of annual, sick, personal, holiday or leave reserve fund leave accrued or otherwise available to the employee under this Agreement and USM policies, to be supplemented as necessary by the Institution with additional paid leave days to attain an eight (8) week period of paid parental leave.
- B. **Applicability:** The eight (8) week paid leave assurance is available during a six (6) month period surrounding:
 - 1. The birth of a newborn;
 - 2. The recent adoption of a child under the age of six (6); and
 - 3. At the discretion of the Institution's President or designee and subject to any limitations established by the Institution, the assumption of other parenting responsibilities, such as foster parenting or legal guardianship of a child under the age of six (6).

C. **Eligibility:** The paid leave assurance will apply as follows:

1. Leave shall be pro-rated for eligible .50 or greater Full Time Equivalent staff.
2. If a child's parents are employed by the same Institution, both may be eligible for paid parental leave up to the eight (8) week maximum as follows:
 - a. Both parents may use accrued annual, sick or personal leave concurrently with the birth of a child or adoption of the child under age six (6);
 - b. A parent may use additional guaranteed paid leave under this policy only during a period when that parent is the child's primary caregiver.
3. An employee shall be eligible for assured minimum paid parental leave after one (1) year of employment with the Institution, except to the extent that Institution's policies permit a lesser eligibility period.
4. An employee may be eligible for paid parental leave under this policy on one occasion in a given twelve (12) month period, and on two separate occasions during the duration of the staff member's employment within the USM. Any additional periods of paid parental leave require the approval of the President, or the President's designee.
5. The employee must have a satisfactory record of sick leave usage and work performance.

ARTICLE XIII – SICK LEAVE

Section 1. Purpose and Applicability

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

Section 2. General

- A. Sick leave is paid leave granted to employees in an effort to provide some protection against the loss of earnings due to absences for health reasons.
- B. A full-time employee shall earn sick leave at the rate of fifteen (15) workdays per year. Employees who are appointed at least 50% time shall earn sick leave on a pro rata basis. Sick leave is accumulated and carried forward from year to year without limit.
- C. An employee may request that his/her illness, injury, or disability occurring during a period of annual or personal leave be charged to sick leave. Verification of such illness, injury, or disability may be required by the Office of Human Resources as provided in Section IV of this Article.
- D. An employee may use on a continuous basis, subject to the terms and conditions of this MOU dealing with such leaves, earned leave (sick, annual and personal leave), advanced sick leave, extended sick leave, leave granted through the leave reserve fund, or unpaid family medical leave, as needed for personal illness and for parental leave, consistent with Article XII Section 13 [Parental Leave].

- E. Earned sick leave is granted by the Department Head or designee (normally the immediate supervisor) pursuant to the terms and conditions of this Article when an employee is absent because of:
1. Illness, injury, or disability of the employee.
 2. A pre-scheduled medical appointment, examination, or treatment for the employee with an accredited, licensed or certified medical provider listed in Section IV. F of this Article that cannot be scheduled during non-work hours. Employees will provide three (3) working days' advance notice if possible, but in no event less than one day's advance notice. Employees shall make every effort to schedule the appointment either at the beginning or the end of the scheduled workday in order to reduce time away from work. However, the University/College shall not unreasonably deny medical appointments when the time available overlaps with the employee's regular work hours.
 3. Illness or injury in the employee's immediate family and medical appointments, examinations or treatments for the immediate family member with an accredited, licensed or certified medical provider listed in Section IV.F of this Article that cannot be scheduled during non-work hours.
 - a. Immediate family as used in this Section means a spouse, child, step-child, foster child, grandchild, mother, father, mother-in-law, father-in-law, brother, sister, grandparent, or legal dependent of the employee irrespective of residence. Use of sick leave may also be granted to care for any other relative who permanently resides in the employee's household for whom the employee has an obligation to provide care. The Office of Human Resources may require an employee to provide certification by a medical provider listed in Section IV.F of this Article to demonstrate this obligation or to authenticate the need for the employee to care for the ill family member. Certification from a medical provider does not need to include information about the specific illness or health condition of the family member or relative.
 - b. Sick leave, to the extent it is accrued and available, shall be granted by the Office of Human Resources pursuant to the terms and conditions of this Article.
 4. Death of a relative.
 - a. For the death of a close relative, the Department Head or designee (normally the immediate supervisor) may grant the use of up to five (5) days of accrued leave. If the death of a close relative requires an employee to travel requiring staying away from home overnight, upon request the Department Head or designee (normally the immediate supervisor) may grant the use of up to a maximum of seven (7) days of accrued leave for this purpose.

- b. Close relative as used in this Section means a spouse, child, step-child, foster child, mother, father (or someone who took the place of a parent), mother-in-law, father-in-law, grandparent of the employee or spouse, grandchild, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, or other relative who permanently resided in the employee's household.
 - c. The Department Head or designee (normally the immediate supervisor) or designee may grant the use of up to a maximum of one (1) day of sick leave for reasons related to the death of the employee's or his/her spouse's aunt, uncle, niece, or nephew.
- 5. Integration of Sick Leave and Family and Medical Leave.

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

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

Section 3. Directed Use of Sick Leave/Medical Examinations

- A. The Office of Human Resources, in accordance with the provisions of this MOU dealing with Family and Medical Leave, may direct an employee to use accrued sick leave if it believes that an employee is unable to perform the essential responsibilities of his/her position due to illness, injury or disability.
- B. While either in active work status or on any type of employee-related sick leave, an employee may be required to undergo a medical examination(s) and evaluation(s), and may be required to provide verification of fitness for duty, as directed by the Office of Human Resources to ascertain whether the employee is able to regularly and routinely perform the responsibilities of his/her position. Such determination will be made in writing by a certified medical provider as defined in Section IV. F of this Article, with copies provided to the Office of Human Resources and to the employee.
 - 1. If the examination is conducted by a certified medical provider selected by the 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(s) that an employee is unable to regularly and routinely perform the responsibilities of his/her position, action may be taken by the Office of Human Resources in accordance with policies on voluntary separation, termination, reasonable accommodation, modified duty or disability retirement, if applicable.
3. In cases where there is a conflict between the evaluation, prognosis, diagnosis or recommendation of the employee's personal health care provider and the certified medical provider selected by the USM Institution, the President or designee may choose which health care provider's report to follow or may require subsequent medical examinations and evaluations in deciding what steps should be taken regarding the employee's sick leave status or continued employment. If subsequent medical examinations and evaluations are required, the employee's medical provider and the University's/College's medical provider shall by agreement select the third medical provider who will render an opinion. In the event they are unable to reach agreement on a third medical provider, the third provider will be selected by the University/College. In selecting the third provider, the University/College shall not select a provider that has been under contract, or that at the present time is under contract with the University/College. The decision of the President or designee regarding the employee's fitness for duty will take into account the medical opinions rendered. The decision of the President or designee is final. The expense of obtaining the third medical provider's opinion will be borne by the University/College.

Section 4. Verification of Absences Charged to Sick Leave

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

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

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

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

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

1. Where an employee has a consistent pattern within a twelve (12) month period of maintaining a zero or near zero sick leave balance without documentation of the need for such relatively high utilization.
2. Where an employee has unusual absence patterns such as Monday/Friday, or the day before and/or the day after a holiday.

3. Where an employee has five (5) or more occurrences of undocumented sick leave usage within a twelve (12) month period.
4. Where an employee has three (3) or more occurrences of undocumented sick leave usage of two (2) or more consecutive days in a twelve (12) month period.

D. Procedures for Certification Requirement

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

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

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

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

1. Physician;

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

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

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

The employee shall:

1. have exhausted all other types of accrued leave; and
 2. have performed at a "meets standards" or better level of performance and have not been placed on a sick leave certification requirement as provided in Section IV or been disciplined for a sick leave related offense during the past twelve (12) months.
- B. Advanced sick leave is not an entitlement. The granting of requests for advanced sick leave is at the discretion of the Office of Human Resources.
- C. Advanced sick leave shall not be granted in instances where the illness or injury or disability occurred on the job, and the employee has been granted accident leave or temporary total disability benefits by the Workers' Compensation Commission.
- D. Written requests for advanced sick leave shall be submitted to the Office of Human Resources and shall be supported by written verification by an accredited, licensed, or certified medical provider or appropriate documentation of the birth or adoption of a child, if the employee is requesting parental leave, as outlined in Sections IV.A and IV.F of this Article.
- E. Sick leave may be advanced at the rate of fifteen (15) working days per year of service to a maximum of sixty (60) working days in any one calendar year, provided, however, that during the first six (6) months of service, the amount of advanced sick leave that can be authorized will be prorated based upon the employee's length of service at the time it is requested.
- F. The use of advanced sick leave constitutes a debt for which payment shall be enforceable upon the employee's return to work or upon the employee's separation from employment, whichever is earlier. Upon return to work the minimum rate of payback for advanced sick leave shall be at one-half the rate that sick leave and annual leave is earned. An employee may elect to pay back advanced sick leave by applying any earned leave or by reimbursing the USM with cash.

- G. Annual, sick and holiday leave earned, and personal leave credited while on advanced sick leave shall be applied as earned/credited.
- H. Additional requests for advanced sick leave will not be granted until all previously granted advanced sick leave has been repaid. The only exception to this provision is in cases where the maximum amount of advanced sick leave had not been requested originally and additional advanced sick leave, consecutive to that already granted, is needed to cover the employee's continued absence arising from the original illness, injury or disability.
- I. The Office of Human Resources may refer an employee who is on advanced sick leave as follows:
 - 1. The employee may be referred to a USM Institution-named certified medical provider paid for by the Institution for periodic examinations to determine the nature and extent of the illness, the employee's progress toward recovery, the length of time necessary for recovery, and an estimated date of return to work.
 - 2. If there is a conflict between the employee's physician and the USM Institution-named physician, the provisions of Section III.B.3 shall apply.

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

- A. An employee who sustains a temporary, recoverable illness, injury or serious disability or is eligible for parental leave, may request extended sick leave, subject to the three following conditions:
 - The employee shall:
 - 1. have been in USM and/or State service for at least five (5) years;
 - 2. have exhausted all types of accrued leave and advanced sick leave; and
 - 3. have performed at a "meets standards" or better level of performance and has not been placed on a sick leave certification requirement as provided in Section IV. or been disciplined for a sick leave related offense during the past twelve (12) months.
- B. Extended sick leave is not an entitlement. The granting of requests for extended sick leave shall be at the discretion of the Office of Human Resources.
- C. The maximum cumulative total of extended sick leave available to an employee in USM or State service is twelve (12) work months (52 work weeks).
- D. Annual, sick, and holiday leave earned, and personal leave credited while on extended sick leave shall be applied as earned/credited.
- E. Written requests for extended leave shall be submitted to the Office of Human Resources and shall be supported by written verification by an accredited, licensed or certified medical provider as outlined in Sections IV. A and IV.F of this Article.
- F. The Office of Human Resources may refer an employee who is on extended sick leave as follows:

1. The employee may be referred to a USM Institution-named certified medical provider paid for by the Institution for periodic examinations to determine the nature and extent of the illness, the employee's progress toward recovery, the length of time necessary for recovery, and an estimated date of return to work.
2. If there is a conflict between the employee's physician and the Institution-named physician, the provisions of Section III.B.3 shall apply.

ARTICLE XIV – UNION LEAVE

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

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

- D. After verifying the validity of the request with a staff union representative and the accuracy of the time being requested, the Institution Director of Human Resources/Personnel may approve union leave if the employee's services can be spared without impairing the services of the department(s) involved and union leave is available pursuant to Section B of this Article. Approval of leave under this section shall not be unreasonably denied.
- E. If the employee organization needs to substitute an employee or employees for those previously granted union leave, or substitute new dates, such requests will be submitted as soon as possible to the Institution Director of Human Resources/Personnel for approval. Such substitutions may be approved if the substitution will not impair the services of the unit. Approval of substitutions or dates shall not be unreasonably denied.
- F. AFSCME Maryland Convention: In years when the AFSCME Maryland local convention takes place, each Institution will provide paid leave for actual time used by one (1) bargaining unit employee to attend that convention on days which the attendee would otherwise be regularly scheduled to work their regular work day. The total number of hours of paid leave

time which the bargaining unit employee shall be provided for actual attendance at the AFSCME Maryland local convention shall not exceed eight (8) hours per day at the straight time rate of pay.

ARTICLE XV – PERFORMANCE EVALUATION

Section 1. Annual Assessment

On an annual basis, all employees' performance will be assessed by the University.

Section 2.

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

Section 3. Principles of UMUC Performance Evaluation Program

The University's performance evaluation program is intended to have a two-fold purpose: 1) performance evaluation and improvement; and 2) ongoing communication and staff development.

The performance review cycle will be the twelve-month period beginning on January 1 and ending on December 31. Employees shall receive a written performance review and performance expectations for the upcoming performance review cycle at the end of their probationary period and no later than April 30 thereafter. Performance expectations are subject to modification during the rating period as needs of the unit and UMUC change. In the event these operational objectives change to meet the needs of the unit or UMUC, the employee's supervisor shall contact the employee as soon as practical to discuss the changes in performance expectations.

Performance expectations will be specific, attainable, relevant, measurable, and consistent with an employee's duties and responsibilities. Performance expectations and the standard criteria for each rating level shall be provided to an employee in writing at the outset of the rating period.

Performance expectations may be changed during the performance review cycle only after review with the employee. If a performance expectation becomes irrelevant during the rating period, that expectation will not be considered in the employee's performance appraisal. Time off on approved leave (sick, personal, annual, etc.), and authorized time for union representational purposes and other authorized Union activities will not be considered negatively in the application of performance factors and performance goals and objectives. Where an employee has been placed on notice regarding a sick leave usage or other unauthorized leave usage problem, the employee's sick leave or unauthorized leave usage may be taken into account in the performance evaluation. The University will not apply forced distributions to employee ratings.

In the event management concludes at any point in the review cycle that an employee's job performance is at a level which may result in an evaluation below "Meets Standards," therefore jeopardizing his/her eligibility to receive a merit increase, management will notify the employee. Such notice shall occur sufficiently in advance, where possible, to provide the employee with an opportunity to improve performance.

A statement of an employee's comments and/or objections to an evaluation may be attached and put in the employee's personnel file.

Section 4. Performance Evaluation Process

The existing PDP process and form (see Appendix M) shall be used for performance reviews of bargaining unit members, with the exception that the rating categories shall be as follows:

- A. OUTSTANDING
(Performance far exceeds normal expectations; exceptional achievement and contribution to institution.)
- B. ABOVE STANDARDS
(Performance consistently exceeds normal expectations; above average achievement and contribution to institution.)
- C. MEETS STANDARDS
(Performance meets requirements in all essential aspects; employee consistently demonstrates effective job performance.)
- D. BELOW STANDARDS
(Performance consistently below requirements in some important aspects, but meets standards in other aspects; improvement needed.)
- E. UNSATISFACTORY
(Performance below requirements in critical aspects; improvement mandatory.)

Section 5. Intentionally Omitted

Section 6. Grievability

An employee's ability to file a performance evaluation grievance is directly linked to the provisions of Article X, Wages and Compensation. Employees covered under this MOU shall be allowed to have full access to the Grievance Procedure set forth in this MOU, to file performance evaluation grievance(s) in circumstances where an adverse performance evaluation deprives an employee from receiving a merit pay increase consistent with Article X, Wages and Compensation.

In those circumstances where an employee has a complaint regarding a performance evaluation but was not deprived of a merit pay increase in conjunction with Article X, Wages and Compensation, such grievance(s) may only be allowed to be grieved through Step 2 of the Grievance Procedure.

All performance evaluation grievances shall be filed in accordance with Article XVII, Grievance Procedure.

ARTICLE XVI – DISCIPLINARY ACTIONS

Section 1. Progressive Discipline

The University recognizes the importance of allowing employees to correct unacceptable conduct or unacceptable performance standards before being subject to disciplinary action. In the event disciplinary action is needed to correct undesirable conduct and/or unacceptable performance, the principles of fair progressive discipline and employee due process rights shall be employed in determining the type of disciplinary action to be taken. Progressive discipline is the application of increasingly severe penalties for the same or similar infractions. No employee shall be disciplined without just cause.

Section 2. Unacceptable Conduct Subject to Discipline

Conduct for which disciplinary action may be taken includes, but is not limited to: theft of UMUC property, knowingly giving false statements of a material nature in matters relative to employment; insubordination; violation of UMUC policies on workplace harassment; violation of policy of drug and alcohol abuse; abusive language and behavior and physical assault at the workplace on or unwillingness to carry out his/her work assignment. Disciplinary action in conjunction with the infractions outlined in this section may include discipline up to and including separation of employment.

In the event the University establishes additional infractions (i.e., work rules or discipline) to supplement the above section regarding employee conduct, during the duration of this agreement, the University shall notify and provide the employee and the Union with a written copy of such policy fifteen (15) work days in advance of the effective date of such policy.

Section 3. Disciplinary Actions

Progressive disciplinary actions for infractions not outlined in Section 2 may include, at the reasonable discretion of management:

- oral reprimand,
- written reprimand,
- suspension with or without pay,
- involuntary demotion to a lower classification, and
- subject to separation of employment.

Section 4. 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, hearings, or formal or informal discussions with the employee pertaining to the investigation or imposition of discipline relating to such conduct. This provision does not preclude an employee from discussing any matter with the Employer without the presence of a union representative.

Section 5. Disclosure of information

At the time of the implementation of any disciplinary action against an employee, the employee shall be notified in writing of the alleged misconduct and provided an explanation of the University's evidence.

Section 6. University Disciplinary System

The standards for disciplinary action shall apply equally and consistently to all employees in the bargaining unit.

Section 7. Employer Responsibilities Prior to Disciplinary Action

Before taking any disciplinary action, the Employer shall take the following steps where appropriate:

1. Investigate the alleged misconduct.
2. Meet with the employee and his/her union representative.
3. Consider any mitigating circumstances
4. Determine the appropriate disciplinary action, if any, to be imposed.
5. Provide written notice to the employee of the proposed disciplinary action to be taken and the employee's appeal rights.

Management reserves the right to impose disciplinary action without taking the above steps if the employee misconduct or circumstances warrant it.

Section 8. Time limits

The Employer shall impose disciplinary suspensions within three (3) days of the alleged infraction or knowledge of the alleged infraction by the responsible supervisor or administrator. For all other disciplinary actions, the Employer may impose disciplinary action no later than thirty (30) working days from the time it knew or should have known of the events giving rise to the disciplinary action.

Section 9. Grievance of Disciplinary Action

All disciplinary actions against an employee are grievable, consistent with the provisions of Article XVII Grievance Procedure. In addition, separation of employment and/or Charges for Removal shall be governed by the USM VII-8.10-Policy On Special Action Appeals For Classified Employees approved February 28, 1992 and as it may be amended from time to time.

ARTICLE XVII – GRIEVANCE PROCEDURE

Section 1. General

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

Section 2. Administrative Clarification

For purposes of filing initial grievances under 13-203.B.1 the human resources office shall function as the designee of all department heads or chairpersons. In addition, the following terms are defined for application at UMUC:

- A. *President or the president's designated representative* - The Vice President of Human Resources/Chief Human Resources Officer or the designated representative shall act as the "president's designated representative" (Article XVII §13-203. C.; and Article XVII §13-205. A., B., C.1., C.2., D.3., D.4., E.1., E.2., E.3., and E.6.).

- B. *Director of Personnel* - The Vice President of Human Resources/Chief Human Resources Officer or the designated representative shall act as the as the "director of personnel" (Article XVII §13-205. A.).
- C. *Employee complaint forms* - "Employee complaint forms" shall be the grievance and special action appeal forms (Article XVII §13-206. D.).
- D. *Campus personnel department*- The "campus personnel department" shall be the Office of Human Resources (Article XVII §13-203. B. 2.; and Article XVII §13-206. D. and H.).

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

§ 13-201. Definitions

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

§ 13-202. (Omitted)

§ 13-203. Steps in grievance procedure

- A. *Availability of procedure; number of steps*- If, following informal discussion with the supervisor, a dispute remains unresolved, the grievance procedure is available. There are three steps in the grievance procedure.
- B. *Step One*
 - 1. Step one is the initiation of a complaint. Grievances shall be initiated within thirty (30) calendar days of the action involved, or within thirty (30) calendar days of the employee having reasonable knowledge of the act, unless these time limits are further delimited as stated in § 13-205. Appeals within the grievance procedure shall be timed from receipt of the written opinion of management or from when such opinion is due, whichever comes first. An aggrieved employee or the employee's designated representative may present the grievance in writing to the department head or chairman or designee for formal consideration. If the grievance is presented to the department head or chairman or designee, within five (5) days after the receipt of the written grievance a conference shall be held with the aggrieved or the employee's designated representative and within five (5) days after the conclusion of the conference a decision shall be rendered in writing to the aggrieved or the employee's designated representative. If the aggrieved employee is not satisfied with the decision rendered at this step, the employee or the employee's designated representative may appeal in writing to step two within five (5) days.
 - 2. Both employee and department head or chairman or designee shall continue to review the matter, either privately or with the help of others in the employee's immediate work unit who are directly involved in the grievance. Each department head or chairman or designee shall use judgment in keeping superiors informed of the status of each grievance

and, if necessary, request guidance, advisory committees, or other assistance consistent with departmental policy. If either the employee or the department head or chairman or designee feels the need for aid in arriving at a solution, the campus personnel department may be requested to provide resource staff or any other available resource personnel may be invited to participate in further discussions. The addition of such participants does not relieve the department head or chairman or designee and the employee from responsibility for resolving the problem.

C. *Step Two:* The appeal shall be submitted to the president of the constituent Institution or the president's designated representative within five (5) days after the receipt of the written decision at step one. The president or the president's designated representative shall hold a conference with the aggrieved or the employee's designated representative within ten (10) days of receipt of the written grievance appeal and render a written decision within fifteen (15) days after the conclusion of the conference.

D. *Step Three:* In the case of any still unresolved grievance between an employee and the constituent Institution, the aggrieved employee, after exhausting all available procedures provided by the constituent Institution, may submit the grievance to either arbitration or to the Chancellor who may delegate this responsibility to the Office of Administrative Hearings in accordance with Title 10, Subtitle 2 of the State Government Article. In either case, the appeal shall be submitted within ten (10) days after the receipt of any written decision pertaining to that grievance and issued by the constituent Institution. If the grievance is arbitrated, the Parties shall select an arbitrator by mutual agreement. If they are unable to reach a mutual agreement, an arbitrator shall be supplied by the American Arbitration Association by their procedures. Any fees resulting from arbitration are assessed by the arbitrator equally between the two Parties. The arbitration award is advisory to the Chancellor or administrative law judge, as appropriate, and an additional appeal or hearing may not be considered. The Chancellor or administrative law judge, as appropriate, shall make the final decision that is binding on all Parties.

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

F. *Coercion, discrimination, interference, reprisal and restraint prohibited-*

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

2. An employee of an Institution may not intentionally take or assist in taking an act of coercion, discrimination, interference, reprisal, or restraint against another employee solely

as a result of that employee's pursuit of a grievance, complaint, or other administrative or legal action that concerns State employment.

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

§ 13-204. Decisions

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

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

A. **Suspensions pending removal-** Within five (5) days from the date on which the employee receives the charges for removal as evidenced by the return receipt or other evidence of delivery of the charges to the employee an employee who is suspended under charges for removal may request an opportunity to be heard in his own defense. Within thirty (30) days if possible after receipt, the president or the president's designated representative shall investigate the charges and give the employee an opportunity to be heard. Testimony shall be taken under oath and both the department head or chairman or designee and the employee have the right of representation by counsel and the right to present witnesses and give evidence. Within fifteen (15) days following the conclusion of the conference, the written decision shall be rendered to the employee. In the case of appeals from charges pending removal, the department head or chairman or designee may request through appropriate channels the Attorney General's representative to the University to serve as counsel. In case no hearing is timely requested, the Campus Director of Personnel shall act upon the charges or order such other actions as are indicated by the findings in the case. If a hearing is timely requested and the removal is upheld, step three of the grievance procedure shall be available to the removed individual. The appeal shall be submitted within ten (10) days after receipt of the written University decision.

B. **Involuntary demotions-** Within five (5) days, an employee who is notified of demotion may file a written answer with the president or the president's designated representative and request an investigation of the demotion. Within twenty (20) days, if possible, after receipt, the president or the president's designated representative shall investigate the demotion and give the employee an opportunity to be heard. Within fifteen (15) days following the conclusion of the investigation, the written decision shall be rendered to the employee. If an investigation is timely requested and the demotion is upheld, step three of the grievance procedure is available to the demoted employee. The appeal shall be submitted within ten (10) days after receipt of the written University decision.

C. **Rejection on probation-**

1. *Rejection on Original Probation:* Within five (5) days of the notice of rejection, an employee who is rejected on original probation may file a written request with the president or the president's designated representative for a hearing. Within twenty (20) days, if possible, after receipt, the president or the president's designated representative shall conduct a hearing. Within fifteen (15) days following the conclusion of the hearing, the written decision shall be rendered to the employee. If the hearing is timely requested and the rejection is upheld, step three of the grievance procedure is available. The appeal shall be

submitted within ten (10) days after receipt of the written University decision. Rejection for cause is not required in the case of an employee rejected on original probation.

2. *Rejection on Promotional, Transfer, or Horizontal Change Probation:* Within five (5) days of receipt of the recommendation of the department head or chairman to reject, an employee who is promoted and then rejected within the probationary period for the new class and for whom a vacancy in the former class is not available may file an answer with the president or the president's designated representative and request an investigation of the proposed rejection. Within twenty (20) days, if possible, after receipt, the president or the president's designated representative shall investigate the proposed rejection. The same rule applies to an employee who has completed a probationary period in one classification and makes a horizontal change to a new classification, and is rejected in the new classification or who transfers to another department in the same classification and is rejected. Within fifteen (15) days following the conclusion of the investigation, the written decision shall be rendered to the employee. If the investigation is timely requested and the rejection is upheld, step three of the grievance procedure is available to the rejected employee. The appeal shall be submitted within ten (10) days after receipt of the written University decision.

D. Disciplinary suspension-

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

2. Alleged infractions shall be investigated by the responsible supervisor or administrator or designee at the earliest opportunity following knowledge of it, and the investigation shall be promptly completed. All suspensions of employees shall be implemented within three (3) days of the alleged infraction or knowledge of the alleged infraction by the responsible supervisor or administrator. All suspension days shall be consecutive.

3. The employee or the employee's designated representative may submit a written appeal on a disciplinary suspension to the president or the president's designated representative within five (5) days of notification of the suspension, or the employee or the employee's designated representative may appeal the suspension within three (3) days of notification of the suspension to the department head or chairman or designee. The department head or chairman or designee shall hear the case within three (3) days from the receipt of the written appeal. If the appeal is unheard or unanswered as a result of management delay, the employee shall be reinstated with full back pay.

4. If the suspension is upheld by the President or the President's designated representative, step three of the grievance procedure is available to the employee. If the employee chooses to appeal to the department head or chairman or designee, any further appeals shall precede through steps two and three of the grievance procedure.

E. Preliminary hearing-

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

2. Within five (5) working days of the notice of suspension, the employee may request in writing that the President or the President's designated representative, in addition to conducting a hearing on the merits, conduct a preliminary hearing to determine whether or not the employee may continue to work with pay pending the disposition of the charges.

3. The President or the President's designated representative shall conduct a preliminary hearing within five (5) working days after the president or the president's designated representative receives in writing the request from the suspended employee for the preliminary hearing.
4. The preliminary hearing shall be limited to the issues of:
 - a. Whether suspension without pay is necessary to protect the interests of the University of Maryland or the employee pending final disposition of the charges; and
 - b. Whether other employment and status alternatives should be considered.
5. At the preliminary hearing, the employee may:
 - a. Rebut the reasons given for the suspension;
 - b. Allege mitigating circumstances; and
 - c. Offer alternatives to the suspension, including:
 - d. Return to the position with pay;
 - e. Transfer to another position with pay; or
 - f. Suspension with pay.
6. Within five (5) days after the preliminary hearing is completed, the President or the President's designated representative shall render a written decision that is conclusive as to the issue of whether or not the employee may continue to work with pay pending the disposition of the charges.

§ 13-206. Miscellaneous provisions

- A. In cases of appeal to an arbitrator, each Party is responsible for any expense incurred in the preparation and presentation of its own case and for any record or transcript it may desire.
- B. Upon the formal or informal initiation of a grievance an employee designated as a grievance procedure representative shall not suffer any loss of pay for investigating, processing or testifying in any step of the grievance procedure. Release time from normal work schedules is to be granted all witnesses to attend grievance hearings. Expenses incurred in connection with attendance by employees at grievance hearings shall be borne by the employee's department.
- C. Similar grievances may be consolidated and processed together as a single issue. Where a number of individual grievances have been reduced into a single grievance, not more than three employees selected by and from the group may be excused from work to attend a grievance meeting called by the responsible administrator at step one and not more than five employees at steps two and three unless, at any step, prior permission is granted by the person hearing the grievance.
- D. Employee complaint forms shall be available in the campus personnel department. The University form shall be used.
- E. It is the responsibility of the head of each organizational unit to assure that each employee understands the channels of communication and appeal, specifically who is the department head or chairman and who acts in their absence.
- F. An employee may not leave the post of duty to engage in grievance handling without the knowledge of and permission from the designated supervisor.
- G. A formal grievance may be filed by the aggrieved employee; the request to appeal a grievance must bear the signature of the employee or the employee's representative at each step of the procedure.
- H. A record of each grievance and its disposition shall be furnished to the employee involved. A file copy of each grievance shall be maintained at the last step at which the grievance was

- processed, and an additional copy shall be filed with the campus personnel department which shall be available to the employee or the employee's representative.
- I. At any point in the grievance procedure, the employee may elect to obtain, change, or dismiss the representative by providing a written notice to the person hearing the grievance. However, the action does not allow the grievant to return to a previous step in the procedure.
 - J. A hearing officer may exclude incompetent, irrelevant, immaterial, and unduly repetitious evidence or witnesses.
 - K. Each step of the grievance procedure shall be processed as quickly as practicable within the specified time limits. Failure to appeal at any step constitutes acceptance. Failure to answer is a denial to which an appeal may be made. By mutual agreement, the time limits and/or steps may be waived.
 - L. It is the responsibility of each Party to the grievance procedure at each step of the procedure to duplicate the grievance form prior to filing it with the employer or returning it to the employee and to retain one copy of the form.
 - M. A grievance may start with a complaint or request by a permanent or temporary employee.
 - N. An employee may be represented at every step of the grievance procedure by a Party or organizational representative.
 - O. An employee shall receive a copy of this grievance procedure upon employment at the University.
 - P. Both Parties shall make an effort to resolve the grievance at the lowest possible level.
 - Q. All grievance hearings shall be open hearings unless either Party requests that the hearing be closed.
 - R. At any step of the grievance procedure, either Party may require that witnesses be excluded from the hearing room until called.
 - T. 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.
 - U. Any question concerning the timeliness of a grievance or whether a complaint is subject to the grievance procedure shall be raised and resolved promptly, unless the person hearing the grievance or appeal determines that the decision on a motion to dismiss will be deferred pending a hearing on both the merits and the motion.

§ 13-207. Sovereign immunity; satisfaction of awards

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

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

B. Awards which have not been satisfied- Awards under this section that have not been satisfied pursuant to subsection (d) of this section, shall be reported to the Comptroller of the Treasury, who shall maintain and report annually to the Governor an accounting of existing awards.

Upon appropriation of funds by the legislature, the Comptroller of the Treasury shall satisfy existing awards in order of date of award.

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

ARTICLE XVIII – HEALTH AND SAFETY

Section 1. Duty for a 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 2. Unsafe Conditions

When an unsafe condition is alleged to exist, the affected employee shall notify both his/her immediate supervisor and the Office of Human Resources. The employee's immediate supervisor, in consultation with the Office of Human Resources, shall take whatever necessary corrective action deemed appropriate. The Office of Human Resources shall follow up with the affected employee and advise said employee of what corrective action was taken or is to be taken in conjunction with the alleged unsafe condition within twenty (20) workdays of the original allegation.

Section 3. No Retaliation

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

ARTICLE XIX – UNIFORMS

The University shall provide uniforms for employees in the following five (5) job classifications where uniforms are required (Housekeeper, Cook, Food Services Technician, Food Services Supervisor, Banquet Server). As uniforms become depreciated and are in a state of disrepair due to normal wear and tear, the University shall provide replacement uniforms. Replacement uniforms shall be in new condition and fit properly. Employees are responsible for maintenance and cleaning of all uniforms.

ARTICLE XX – INSURANCE AND BENEFITS

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

ARTICLE XXI – RETIREMENT

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

ARTICLE XXII – TUITION REMISSION

Tuition Remission shall be available to bargaining unit members, their spouses and dependents consistent with applicable UMUC and University System policies. Any changes in Tuition Remission, as set forth in this section, by the University shall be subject to applicable law under the State Higher Education Labor Relations Act.

ARTICLE XXIII – MISCELLANEOUS

Section 1. Access to Campus Facilities

Subject to University rules and regulations, employees may access and use all appropriate campus facilities that are otherwise open to employees, including but not limited to all health and fitness facilities, dining facilities, the library, and computer facilities.

Section 2. Release Time for Campus Sponsored Committees

Employees shall be allowed paid release time with the prior approval of the employee's supervisor based upon operational needs to serve as members of employment-related, campus-sponsored committees to which they are appointed or elected.

Section 3. Attendance at Job-Related Trainings

Employees will be paid for time spent in University-required training consistent with the provisions of this MOU and the FLSA. The Employer will make reasonable efforts to have employees attend required training during their regularly scheduled work hours. All travel undertaken in conjunction with approved University-required training must be documented by the employee and pre-approved by management. All out-of-state travel must have a pre-approved travel request form. Expenses properly incurred in conjunction with approved University-required training are reimbursable to the extent allowed by and as provided by University regulations.

Section 4. Attendance at Job Interviews

Employees shall be allowed reasonable paid release time to attend job interviews with any other UMUC department or office for University job opportunities.

Section 5. Local Renewal Negotiation

After notification of the intent to renew this MOU is provided under Article 29, section 2, the parties will mutually agree on the date to meet and commence negotiations. Each party will exchange their initial packages of proposals no later than forty eight hours in advance of the first meeting.

ARTICLE XXIV – LABOR-MANAGEMENT COMMITTEE

Section 1. Purpose of The Committee

The University and the Union agree to create a Labor-Management Committee (LMC) for the purpose of discussing issues of mutual concern to either party. However, the Committee shall not interpret this MOU, serve as a forum for formal grievances, nor as a substitute for formal negotiations when such is necessary and required.

Section 2. Composition of The Committee

The University and AFSCME shall appoint three (3) members each to the Labor-Management committee and one alternate representative from each side. The committee shall meet at least four times per year, or as needed as determined by consensus of the members of the LMC. Each of the parties shall alternate as chair, except that the first organizational meeting will be called by management.

ARTICLE XXV – LAYOFF AND RECALL

Section 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 written notice shall include the reason for the layoff (i.e., position abolished, discontinued or vacated because of a lack of supporting funds, program change, change in departmental organization or stoppage or lack of work). The Employer may place an employee who receives a notice of layoff on administrative leave for all or any portion of the ninety (90) calendar day notice period. Administrative leave will not be unreasonably denied.

Section 2. Order of Layoff

The University shall determine in which classifications layoffs will occur. Layoffs will occur by department. Within each classification affected, layoffs shall occur in the following order:

1. All regular status employees serving an original probationary period in the classification and department in which the layoff is to occur; then
2. 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 3. Seniority Points

The formula for establishing seniority points shall be as follows:

- A. One point shall be given for each complete month of credited service for the following:
 1. University System (and/or predecessor organizations) and State service including service as medical system University personnel as defined in the Education Article, Section 13-1B-01(r)
 2. Service with the department where the layoff is to occur: and
 3. Service in the job classification and its job series where the layoff is to occur.

B. For creditable service of less than a complete month, the employee shall be credited with .032 points for each day of creditable service.

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

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

Section 4. Displacement Rights

Employees covered by this Agreement who are notified that they are being laid off 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 less seniority in the same job classification, or, if not available either:
 - a. Progressively to each lower classification in the same job series; or
 - b. In any other classification in which the employee held satisfactory regular status.
2. The displacement as applied in one (1) above, shall be limited to the department in which the employee is employed at the time that the notice of layoff is given.
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 Agreement is subject to the terms and conditions of this Agreement.

Section 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, provided the employee continues to meet minimum qualifications of the job.

(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 6. Notification of Vacancies

For a period of three (3) calendar years from the effective date of the layoff the employee will be granted interviews for job vacancies at the University in the classification in which the employee was laid off, any lower classification in that job series, or any classification for which the employee has completed an original probationary period. At the time of layoff the Office of Human Resources shall inform the employee of the specific classifications covered by this priority status.

The laid off employee may view job vacancies on UMUC's employment web page. During the three

(3) year period the employee may inform the Office of Human Resources in writing of his/her interest in being interviewed for a specific qualifying classification.

Section 7. Severance Package

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

1. Tuition Remission:

- a. An employee who is laid off who is receiving tuition remission at the time of layoff may complete the semester in which the lay-off occurs at whatever qualifying institution he/she is attending at that time. In addition, the employee may receive a total of twenty-four (24) credit hours of tuition remission for courses at UMUC only. Such additional tuition remission must be taken within two calendar years from the effective date of layoff.
- b. The tuition remission benefit described in this Section is for the employee only, with the exception that any employee's dependent who is already enrolled in coursework in the semester in which the employee is laid-off and who is currently receiving tuition remission may continue to receive tuition remission for the balance of that semester.

2. Employment Assistance

- a. The Office of Human Resources will be available to assist employees laid off with the following:
 - Reviewing a resume
 - Reviewing a cover letter
 - Interviewing skills
 - Skills in conducting a job search
 - Employment agency contacts
- b. The Career and Cooperative Education Center Services offers at no cost to the employee:
 - Job search assistance consistent with services offered to other clients
 - Resume and cover letter assistance
 - Mock Interviews

3. Laid off employees may use the University's computer labs that are otherwise open to employees, and copiers as available for purposes of developing a resume and conducting job searches. Employees availing themselves of these services agree to comply with all University rules and regulations.

ARTICLE XXVI - DRESS CODE

Office employees often have contact with the public and, therefore, represent the University in their appearance, as well as by their actions. As such, an employee's attire should be appropriate to the workplace. Employees are expected to dress in a manner that is acceptable in business establishments. The following is a non-exhaustive list of attire considered inappropriate: sweat suits, jogging pants, flip flops, shower shoes, shorts, tube tops, halter tops, or any clothing that is suggestive or revealing. If an employee reports for work improperly dressed, the employee will be sent home with pay to correct the situation and return to work. Further instances of improper attire will subject the employee to disciplinary action, consistent with Article XVI, Disciplinary Actions.

ARTICLE XXVII – PARKING

The University shall provide all employees covered under this MOU with the same parking privileges under the same guidelines as provided to non-bargaining unit employees. The University shall not be bound by this provision in successor MOU's.

ARTICLE XXVIII – SEVERABILITY

This MOU is subject to all applicable laws. Should any part of this MOU be declared invalid by operation of law, the part at issue will be unenforceable and the remainder of the MOU shall not be affected but shall remain in full force and effect. In the event a provision is thus rendered invalid, upon written request of either party, the Employer and the Union shall meet promptly and attempt to negotiate a substitute for the invalid provision.

ARTICLE XXIX – DURATION, RENEWAL, AND REOPENER

Section 1. Duration

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

Section 2. Renewal

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

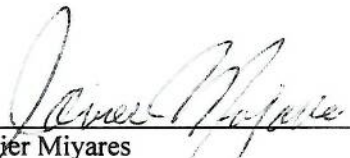
Note: For purposes of Local Negotiations, UMUC and AFSCME will abide by the provisions outlined in Article 23 Miscellaneous, Section 5 Local Renewal Negotiations. Neither party shall be bound by the dates in Article 29 Duration, Renewal Section 2 Renewal for exchanging of initial LOCAL proposals.

Section 3. New Matters of Negotiations Reopener

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

(SIGNATURE PAGE)

FOR THE UNIVERSITY


Javier Miyares
President


Nadine Porter, JD
Vice President and Chief Human
Resources Officer

FOR THE UNION


Chief Negotiator


Gregory Johnson
President, AFSCME Local 1072

APPROVED FOR FORM AND LEGAL SUFFICIENCY FOR THE STATE OF
MARYLAND THIS DAY 3rd DAY OF April, 2013.


Sara Slaff
Assistant Attorney General

Appendix A

215.0 VII-7.00- POLICY ON ANNUAL LEAVE FOR ADMINISTRATIVE AND CLASSIFIED PERSONNEL

(Approved by the Board of Regents, April 25, 1991)

I. Earned Leave:

- A. Administrative Personnel -- Regular full-time administrative personnel earn 22 days of annual leave per year. Annual leave shall accumulate at the rate of 1.83 work days per month beginning with the first full month of employment. Regular part-time administrative personnel working 50% or more will earn annual leave on a pro-rated basis.
- B. Classified Personnel -- Annual leave for regular full-time classified employees will be earned according to the following schedule. (Regular part-time classified employees working 50% or more will earn annual leave on a pro-rated basis.)
 - 1. From the first through the 6th month of service, no leave is earned but is credited for record-keeping purposes. After completion of the 6th month of service, such annual leave becomes earned and available for use.
 - 2. Starting with the 7th month of credited service through the completion of the 5th year of service, employees will earn annual leave at the rate of 10 working days for each full year.
 - 3. Starting with the 6th year of service through the completion of the 10th year of service, employees will earn annual leave at the rate of 15 working days for each full year.
 - 4. Starting with the 11th year of service through the completion of the 20th year of service, employees will earn annual leave at the rate of 20 working days for each full year.
 - 5. Starting with the 21st year of service and thereafter, employees will earn annual leave at the rate of 25 working days for each full year.

II. Leave Accumulation:

Annual leave with pay shall be available only to the extent earned, provided that the dates of such leave have been approved in advance by the employee's

department head. A maximum of 45 work days of annual leave may be carried into a new calendar year by all regular full-time employees; this maximum will be pro-rated for part-time employees working 50% or more.

III. Leave Advancement:

With the approval of the institution's chief executive officer, an employee may be advanced 5 days of annual leave provided that no other leave, including personal leave, compensatory leave or sick leave is available to the employee and is appropriate to the purpose of the leave. The chief executive officer shall make a determination to advance annual leave, based on the supervisor's demonstration that such an advance would not impair the work of the unit and that the employee has demonstrated a substantial need for such leave.

IV. Payment For Denied Annual Leave:

At the end of each calendar year, a supervisor may, through appropriate channels, recommend to the institution's chief executive officer that an employee be paid for days of annual leave lost pursuant to Section II of this policy. 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 reasons 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 amount of annual leave for which payment may be made shall be decreased hour for hour by the amount of compensatory leave used during the calendar year.

V. Leave Transfer:

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

VI. Termination Payment:

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

VII. Leave of Absence Without Pay:

An employee on leave of absence without pay due to temporary disability resulting from mental or physical disability may elect to receive payment for all accumulated unused annual leave or retain all accumulated unused annual leave for a period not to exceed the first six months of the approved leave of absence without pay. Retention of the accumulated unused annual leave must be requested in writing by the employee or the employee's designated representative. Upon completion of the first six months leave of absence without pay, payment of all such accumulated unused annual leave shall be made to the employee if the employee does not return to work.

VIII. Rate of Annual Leave Earnings Upon Return to State Service:

A classified employee who is entering or returning to UMS service is entitled to credit towards the rate of annual leave earning for previous UMS and/or State service. This previous service must have included at least 180 days of continuous and satisfactory performance in an allocated position.

IX. Reinstatement:

A classified employee returning to UMS service with an authorized status of reinstatement within two years of separation, is entitled to earn annual leave at the same rate in effect at the time of separation from active service.

IMPLEMENTATION PROCEDURES:

It is the responsibility of each institution to develop procedures as necessary to implement this policy.

REFERENCES:

Section 37, Article 64A
COMAR 06.01.01.42

Replacement for: Policies and Procedures of the Board of Trustees of the State Universities and Colleges of Maryland; Sections VI - 1, B - 1
UM Personnel Policies and Rules for Classified Employees, Section VI, Annual Leave
UM Personnel Policies and Rules for Associate Staff, Section I, Annual Leave

Appendix B

VII-7.10 - POLICY ON PERSONAL LEAVE FOR REGULAR EXEMPT EMPLOYEES

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

I. PURPOSE AND APPLICABILITY

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

II. RECEIPT

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

III. USAGE

- A. Personal leave must be used by the end of the first pay period which ends in the new calendar year. Any personal leave that is unused as of that time shall be forfeited by the employee and shall be contributed to the USM Leave Reserve Fund, in accordance with the Leave Reserve Fund Policy. No employee shall be paid for unused personal Leave.
- B. The use of personal leave shall require prior notification to the employee's supervisor.

IMPLEMENTATION PROCEDURES:

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

REPLACEMENT FOR:

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

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

Appendix C

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

(Approved by the Board of Regents, April 25, 1991; Amended December 6, 2002; Amended January 1, 2003; Amended June 22, 2012)

I. PURPOSE AND APPLICABILITY

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

II. DEFINITIONS

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

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

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

"PARENTAL LEAVE" means the eight (8) week period of assured paid leave available to staff employees under the USM *"Policy on Parental Leave and other Family Supports for Staff"* (XII—7.49).

III. GENERAL

The employee, or someone on the employee's behalf, may submit to the Director of Human Resources/Personnel of the USM institution at which the employee is employed, a written request to use leave from the LRF, together with documentation that the employee has:

- A. Completed at least one year of service with the University System of Maryland; B. Met the requirements of this policy to establish:
 - 1. A temporary medical disability which is authenticated by a licensed or certified medical provider in accordance with established leave authorization procedures, and by the institutional or State Medical Director; and when the employee has a reasonable expectation of return to work; or
 - 2. Eligibility for Parental Leave under USM Policy XII-7.49;
 - 3. Exhaustion of all available sick leave, advanced sick leave, extended sick leave, personal leave, and compensatory leave;
 - 4. A satisfactory record of sick leave use and work performance.

VII-7.11 - USM Policy on Leave Reserve Fund

In addition, each request must specify the number of days requested and must provide a justification for the number of days requested. The maximum number of days which may be requested from the LRF shall not exceed one (1) day for each month of creditable service, as defined by the Maryland State Retirement and Pensions Systems.

IV. INSTITUTION APPROVAL

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

V. ADMINISTRATION OF THE USM LEAVE RESERVE FUND

- A. The USM Director of Human Resources shall administer the LRF. Based on information submitted with the request, the USM Director of Human Resources shall verify the employee's eligibility to use leave from the LRF and may return to the President or designee any request of an employee whose eligibility the USM Director of Human Resources deems questionable. The USM Director of Human Resources shall accept the final determination of the President or designee as to the employee's eligibility.
- B. Once the employee's eligibility has been established, the USM Director of Human Resources shall determine the amount of leave to be granted to the employee based on guidelines established by the Chancellor. Such guidelines may establish a cap on the number of days granted to any one employee and may include other provisions designed to fairly distribute among eligible employees the days available in the LRF. Within these guidelines, the USM Director of Human Resources shall transfer leave from the LRF to the eligible employee.
- C. The USM Director of Human Resources may not transfer leave from the LRF to an employee after the date on which the employee's disability retirement, granted by the Board of Trustees of the State Retirement Systems, is effective.

VI. 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.

Appendix D

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

(Approved by the Board of Regents, August 27, 1993; Amended April 16, 2004; Amended October 22, 2004, Amended June 18, 2010)

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 and subsequent amendments to federal and state laws. This policy applies to all eligible 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. Additionally, it applies to covered active duty (military) duty injury or illness and qualifying exigencies for covered active duty and call-up.

II. TERMS AND DEFINITIONS

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

A. Accrued Leave - Earned and unused annual leave, certain holiday leave, sick leave available for use under the sick leave policy, 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 working a reduced schedule. The alternative position shall have equivalent 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 (except for military F&M leave requests) - 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. Covered Active Duty - in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in Section 101(a)(13)(B) of title 10, United States Code.

F. Covered Family Members of Covered Servicemembers (Military Leave Only) - Care by an USM employee, for a Covered Servicemember who becomes ill or injured as a result of service in the military, who is a:

- Spouse; and/or
- Parent; and/or
- Child (including adult children); or
- if none of the above is available, the Next of Kin.

G. Covered servicemember -

- 1) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
- 2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

H. 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.

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

J. Exigency Leave - There are eight different circumstances that will qualify as an "exigency" for military F&M leave:

1. Issues arising from a covered servicemember's short notice deployment [call to duty on seven (7) or fewer calendar days' notice prior to the date of deployment] ;

informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty of a covered servicemember;

3. Childcare and related activities arising from the active duty or call to active duty status of a covered servicemember (including but not limited to arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attendance at certain meetings at a school or a day care facility if they are necessary due to circumstances arising from the active duty or call to active duty) of a covered military member;

4. Financial and legal arrangements (to make or update legal and/or financial arrangements for the covered servicemember's absence or act as his/her representative before a government agency);

5. Attending counseling provided by someone other than a health care provider for oneself, for the covered servicemember, or for a child of the covered servicemember, the need for which arose from the active duty or call to active duty of the covered servicemember;

6. Rest and recuperation leave of up to five (5) days to spend with a covered servicemember (for each instance of short-term temporary leave rest and recuperation during a deployment));

7. Attending Post-deployment activities (including arrival ceremonies, reintegration briefings and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered servicemember's active duty status, and issues arising from the death of a covered servicemember);

8. Additional activities (provided that the employer and employee agree that such activities shall qualify as an exigency and agree to both the timing and duration of leave).

K. 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.

L. Immediate Family Member – Is the employee's parent(s), spouse, or child(ren), or legal dependent(s).

M. In Loco Parentis - "In the place of a parent; instead of a parent; charged, factitiously, with a parent's rights, duties and responsibilities." Any employee claiming an *in loco*

parentis relationship with a child, or any employee claiming to be the child of an *in loco parentis* relationship may be requested to provide documentation of such relationship.

N. **Institution** – Is the employing USM institution; the USM institution from which the employee is taking leave.

O. **Key Employee** - A salaried employee who is among the highest paid ten (10) percent of all the employees employed by the institution within 75 miles of the employee's workplace.

P. **Next of Kin** – Is the nearest blood relative other than the covered servicemember's spouse, parent or child in the following order of priority:

1. A blood relative who the covered servicemember has specifically designated in writing as his or her nearest blood relative for purposes of military caregiver leave under the FMLA;
2. Blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provision;
3. Brothers and sisters;
4. Grandparents;
5. Aunts and uncles;
6. First cousins.

Q. **Parent** – Is the employee's biological, adoptive, or foster mother or father, or someone who stood *in loco parentis* to the employee when the employee was a child.

R. **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 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.

S. **Serious Health Condition** - Is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical facility or continuing treatment by a health care provider. A serious health condition is also intended to cover conditions or illnesses that affect the employee's health or the health of the employee's immediate family to the extent that the family member is in the hospital or other health care facility or at home and unable to care for his/her own basic hygienic or nutritional needs or safety such that the 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 employee, a serious health condition means that the employee must be incapacitated from performing the essential functions of his/her position.

T. **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. It also includes chronic medical conditions such as asthma, epilepsy which may cause episodic periods of incapacity.

U. Serious Injury or Illness -

- 1) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
- 2) in the case of a veteran, as that term is defined in section 101 of title 38, United State Code, who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the five year period preceding the treatment, recuperation, or therapy, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

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

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

III. REASONS FOR LEAVE

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

- the birth of the employee's child,
- the placement of a child with the employee for adoption or foster care,
- the need to take care of the employee's child within a twelve (12) month period from birth or placement,
- the need to take care of the employee's immediate family member who has a serious health condition,
- the serious health condition of the employee, that makes the employee unable to perform any one of the essential functions of the employee's job,

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- The need to take care of a covered servicemember's serious injury or illness, and
 - Qualifying exigencies arising out of military active duty and call-up.
- 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 work schedule, or intermittently over the course of a twelve- (12-) month period. F&M leave entitlement shall not be carried over from a twelve- (12-) month period to the subsequent twelve- (12-) month period.
- B. The actual F&M leave entitlement shall be based on the employee's percentage of full time work for the twelve- (12-) 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- (12-) 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- (12-) 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. MILITARY F&M LEAVE ENTITLEMENT

- A. Military Caregiver Leave- An employee who is the spouse, child, parent or next of kin of a covered servicemember may use up to 26 workweeks of unpaid leave in a single 12- month period to care for a covered servicemember with a serious injury or illness.
- B. Exigency Leave-An employee with a spouse, child or parent who is a covered servicemember on Covered Active Duty or notified of an impending call or order to active duty status may use up to 12 workweeks of unpaid leave to address certain qualifying exigencies arising out of the fact that the employee's spouse, child, or parent is on Covered Active Duty or notified of an impending call or order to active duty status. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

VI. 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- (12-) month period within which the F&M leave begins. The employee's use of the following types of leave shall be deducted from the actual F&M leave entitlement:
- Any prior F&M leave taken within the applicable year
- Sick leave withdrawn from the USM Leave Reserve Fund within the applicable year
- Accrued, Advanced and/or Extended sick leave used within the applicable year
- Accident leave used within the applicable year
- Any type of paid or unpaid leave for reasons related to family and medical circumstances taken within the applicable year.

VII. 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 make a reasonable effort 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 planned reduced work schedules or intermittent periods of leave.

VIII. 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.

IX. COMPENSATION DURING LEAVE

F&M leave is an unpaid leave. However, an employee shall not be granted unpaid F&M leave unless the employee has first exhausted all of the employee's paid leave available for use under USM leave policies and procedures (example, 15-day annual limit on the use of sick leave for immediate family members).

X. JOB PROTECTION

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

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

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

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

D. If there are reductions in the work force while the employee is on F&M leave and he/she would have lost his/her position had he/she not been on leave, then except

as provided under USM Policy on Layoff and USM Policy on Reinstatement, there is no obligation to restore the employee to his/her former or equivalent position.

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

F. Restoration of Key Employees

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

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

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

4. When practicable, the CEO shall provide the notice described in X., 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 provided after the leave commences, then the CEO also shall provide the employee a period of at least fifteen (15) working days from receipt of the notice to return to his/her position.

5. If a key employee does not return to work in response to the notification of intent to deny restoration, the employee continues to be entitled to maintenance of health benefits through the scheduled leave and the institution cannot recover its

share of premiums unless and until the employee gives notice that he/she does not wish to return to work or the institution actually denies restoration at the conclusion of the leave.

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

XI. 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 X., 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 an 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.

XII. 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.

XIII. MEDICAL CERTIFICATION

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

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

B. The CEO or designee may require a second medical opinion at the institution's expense.

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

C. The CEO or designee may require reasonable recertification as the F&M leave continues, and may require an employee to provide periodic progress reports as to the serious health condition for which he/she is taking leave and the employee's ability to return to work at the end of the leave. Recertification shall

not be requested more often than every thirty (30) calendar days unless the employee requests an extension of F&M leave, changed circumstances occur during the illness or injury, or the institution receives information that casts doubt upon the continuing validity of the most recent certification. Medical certification of fitness to return to work that includes medical limitations and their expected duration shall be requested in writing by the CEO or designee prior to the employee's return to work.

- D. For military leave to care for a servicemember, the Department of Defense (DOD) healthcare providers, a healthcare provider from the U.S. Department of Veterans Affairs (VA), and DOD Tricare Network and non-network authorized healthcare providers are considered "authorized healthcare providers." The USM may not utilize the second opinion or recertification process for this leave entitlement. Should an extension of leave be required, additional certification may be requested.
- E. 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.

XIV. 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.

XV. 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 an F&M leave.

XVI. 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.

XVII. 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.

XVIII. EXTENSIONS OF LEAVE

Employees may extend the date of return from an 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.

XIX. 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.

XX. 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.

VII-7.50 - USM Policy on Family and Medical Leave

- D. Either the employee or the institution may initiate a period of F&M leave.
- E. REASONABLE DOCUMENTATION RELATING TO AN EMPLOYEE'S REQUEST FOR F&M LEAVE MAY BE REQUESTED.

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 consistent with the detailed regulatory requirements of the family and medical leave act; and shall communicate this policy and applicable procedures to members of his/her USM institution.

REFERENCE:

U.S. Department of Labor – The Family and Medical Leave Act of 1993, as amended -
National
Defense Authorization Act (NDAA), October 28, 2009

Appendix E

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

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

- I. Purpose and Applicability. To establish a leave category called Jury Service for all regular administrative and classified employees which permits an employee, under certain circumstances, to be absent from duty without loss of any pay or without charge to the employee's accrued leave.
- II. General. An employee who is selected for jury duty shall notify the immediate supervisor of this selection without delay. An employee, regardless of shift assignment, who is on jury duty shall be permitted to be absent without loss of pay or charge to any leave for the day(s) of jury service. Upon request, the employee shall be responsible for providing documentation which verifies attendance.
If, after reporting for jury duty, it is determined that the individual's services are not required and the individual is dismissed for the day, then the individual, time permitting, is required to return to the job.

IMPLEMENTATION PROCEDURES:

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

Replacement for:

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

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

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

BOR III-12.00, Policy on Academic Administrators/Associate

Appendix F

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

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

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

II. General

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

IMPLEMENTATION PROCEDURES:

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

Replacement for:

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

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

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

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

Appendix G

218.0 VII-7.12 - POLICY ON LEAVE OF ABSENCE WITHOUT PAY

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

I. Purpose and Applicability:

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

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

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

II. Eligibility:

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

1. The employee shall:

- a. hold a regular full-time or regular part-time (50% or more) position, and
- b. have completed a total of at least twelve (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.

218.0 VII-7.12 - USM Policy on Leave of Absence Without Pay

- C. If there are reductions in the work force while the employee is on leave and the employee would have lost his/her position had he/she not been on leave, then except as provided under UMS Policy on Layoff and UMS Policy on Reinstatement, an employee has no rights under this policy to be returned to his/her former or to an equivalent position.
- D. If there are increases or decreases in pay, benefits, or other terms and conditions of employment while the employee is on leave that would have affected the employee had he/she not been on leave, then except as provided under applicable UMS policy, the employee shall be returned to employment consistent with current applicable, appropriate pay, benefits and other terms and conditions of employment.
- E. An employee on leave of absence without pay shall not return from leave prior to the agreed upon expiration of the leave without written approval of the Chief Executive Officer or designee.

VI. Status of Benefits While on Leave:

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

VII. Compensation During Leave:

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

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

VIII. Providing Information About Leave:

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

IX. Failure to Return from Leave:

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

X. Miscellaneous:

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

IMPLEMENTATION PROCEDURES:

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

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

Appendix H

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

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

- I. Purpose and Applicability. To establish a leave category called Administrative Leave for all regular administrative and classified employees which permits an employee, under certain circumstances, to be absent from duty without loss of any pay or without charge to the employee's accrued leave.
- II. Emergency Conditions. Administrative Leave may be granted when emergency conditions exist. (See the policy on Emergency Conditions).
- III. For Attendance at Employee Organization Events
 - A. Any employee organization which is permitted to collect dues by payroll deduction may request that its member employees be released from their normal duties for the purpose of participating in approved organization activities.
 - B. The total amount of Administrative Leave granted to employees of any employee organization at any institution during a fiscal year may not exceed one day for every 20 employees of that organization who have dues collected by payroll deduction as of July 1 of that fiscal year.
 - C. All requests for Administrative Leave shall be submitted to the institution Director of Human Resources/Personnel 30 calendar days in advance of the event and shall include:
 1. A general description of the event and its purpose;
 2. The date and location of the event;
 3. The names of employee members for whom Administrative Leave is being requested.
 - D. After verifying the validity of the request and the accuracy of the time being requested, the institution Director of Human Resources/Personnel may approve administrative leave if the employee's services can be spared without impairing the services of the department(s) involved.
 - E. If the employee organization needs to substitute employee members for those previously granted administrative leave, or substitute new dates, such requests will be submitted to the institution Director of Human Resources/Personnel for approval. Such substitutions may be approved if the substitution will not impair the services of the unit.

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

IMPLEMENTATION PROCEDURES:

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

Replacement for:

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

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

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

Appendix I

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

(Approved by the Board of Regents, February 28, 1992; Amended December 6, 2002; Amended January 1, 2003; Amended October 17, 2003; Amended September 10, 2004; Amended June 18, 2010)

I. PURPOSE AND APPLICABILITY:

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

II. GENERAL

A. MILITARY TRAINING LEAVE

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

B. ACTIVE MILITARY DUTY

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

C. MILITARY ADMINISTRATIVE LEAVE

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

1. Before starting an employee on Administrative Military Leave, the employee shall use the 15 days of Military Training Leave provided under section II.A., above.
2. An employee eligible to receive Military Administrative Leave under this section shall elect to use either Military Administrative Leave or paid accrued leave (Annual, Personal and/or Holiday Leave only).

3. The amount of compensation, while on Military Administrative Leave, shall be the amount, if any, by which the employee's state base salary exceeds the employee's active duty base salary paid by the Federal government. The employee shall continue to earn Annual, Personal, Holiday and Sick Leave on a prorated basis for only the hours paid by the State during this period of military duty.
4. The USM Administrative Leave-Active Military Duty worksheet shall be used to calculate the number of leave hours to be paid to the employee. The employee shall be notified in writing of the amount of leave hours to be paid each pay period.
5. The employee shall submit an initial and a final copy of his/her military pay stub or other official military personnel record which includes a current date and his/her military base pay rate.
6. Payroll deductions shall be made in the following order:
 - a. taxes
 - b. liens and levies
 - c. deferred compensation
 - d. other deductions

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

7. State health benefits (Medical, Prescription and Dental) may be continued at no cost to the employee for the duration of his/her active military duty status. There shall be no deductions for State Retirement contributions. Employees shall be billed directly by the State for Life Insurance, Personal Accidental Death and Dismemberment, Long-Term Care Insurance, and Flexible Spending Accounts, in order to continue these benefits.
8. Military Administrative Leave will cease on the termination date of the employee's original (or subsequently submitted extended) military orders or upon deactivation, whichever is earlier.
9. It is the employee's responsibility to notify his/her supervisor of the termination date of the active military duty. If the employee fails to notify his/her supervisor of the deactivation, and or chooses not to return to University employment, the employee shall be responsible for reimbursement for the paid leave used while not on active duty status and may be subject to disciplinary action. The period an individual has to report back to work after military service is based on USERRA /US Department of Labor regulations.

IMPLEMENTATION PROCEDURES:

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

REPLACEMENT FOR:

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

UM Personnel Policies and Rules for Associate Staff - Section I.5, Military Leave, page 26. Laws Relating to and Governing Policies and Procedures of the Board of

Trustees of the State Universities and Colleges of Maryland, Section VI. Administrative Officers, Page VI-3.

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

REFERENCE:

Annotated code of Maryland, State Personnel and Pension Article, Section 9-1107; Section II.C. subject to abrogation on June 30, 2005 was made permanent by the General Assembly in their 2005 session.

Appendix J

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

(Approved by the Board of Regents, October 5, 2001; Amended December 6, 2002; Amended October 17, 2003; Amended September 10, 2004; Amended June 18, 2010)

I. PURPOSE AND APPLICABILITY

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

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

II. CONTINUATION OF HEALTH BENEFITS

A. Military Reserves – Paid Leave

1. Upon call-up to active military duty during a national or international crisis or conflict, an employee shall submit a copy of the military orders to his immediate supervisor and may elect to use accrued leave to remain on the payroll. In the absence of such an election, or upon the exhaustion of accrued leave, the employee shall be placed on Leave Without Pay Status.
2. While on the active payroll, a reservist shall have the same benefit deductions, unless the reservist files an Active Employee Enrollment Form to cancel any or all benefits within 60 days of entry into Active Duty. A copy of the military orders must be submitted with the Active Employee Enrollment Form. If the Active Employee Enrollment Form is not completed to cancel any or all deductions, the same deductions shall continue as long as the employee remains on active payroll.
3. Personal Accidental Death and Dismemberment (PA&D) plan shall not provide benefits to anyone injured in military service. Benefits shall be provided, as appropriate, to a spouse or child if the employee has family coverage. A military reservist with PA&D "individual" coverage should

cancel deductions while on paid leave status, as PA&D plan shall not honor any claims for the employee while on military duty. The employee can elect to continue PA&D "Family" coverage.

4. While on active military service, any medical care provided to the employee is through the military. All of the State medical plans have blanket exclusions for medical care rendered while a person is on active duty while serving in the military; this is a standard exclusion clause.
5. Dependents of military personnel on active duty are automatically covered by CHAMPUS, a federal military health program. An employee called to active duty may elect to discontinue state health benefits coverage for his or her dependents, relying upon CHAMPUS for dependent health care coverage. In the alternative, the employee may elect to continue state health benefits coverage for his or her dependents. As the dependents are not on active military duty, the state health benefits coverage shall be the primary coverage for these dependents.

B. Military Reserves - Leave without Pay

1. If the military reservist goes on a Leave Without Pay status, the employee may elect to continue benefits as a "Military LAW" employee. The employee should complete the "COBRA/LAW/Contractual/Part-time" Enrollment Form. The Institution Benefits Coordinator and Fiscal Officer should complete the agency verification portion of the form and identify the employee as "Military LAW" on the form. The Fiscal Officer should also complete the appropriate fiscal designation portion of the form.
2. Subsidization for Health, Prescription and Dental Plans: While on active military duty, the employee contribution and State contribution for health benefits shall continue if the reservist elects to continue health, prescription and dental plans. Accordingly, the employee shall not be billed for these three types of benefits plans, if they choose to continue them while on Military LAW. Therefore, it is critical that the Fiscal Officer completes the fiscal designation portion of the form, as the USM shall be charged for the full amount of the premiums (employee plus State portions) for the health, prescription and dental plans.
3. Employee-Pay-All Plans (State Life Insurance, Flexible Spending Accounts, PA&D, State Long Term Care, USM Life Insurance, USM Long Term Disability, etc.). These types of benefits plans are "Employee-Pay-All" and are not subsidized. An employee who elects to continue these benefits shall be billed by the State and coupons shall be provided for payment to the State. State Long- Term Care, USM Life Insurance and USM Long Term Disability continuation payments shall be paid directly to the vendor. The premium payments while on the Military LAW will be post-tax and will not affect the employee's W-2 status.

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

III. STATE RETIREMENT AND PENSION SYSTEMS

- A. All employees called up for military service should complete MD Retirement Agency Form 46, "Application to be Placed on a Qualified Approved Leave of Absence." Although Form 46 is not formally for a leave of absence, it should be used to notify the Retirement Agency of the member's military activation. If a member has already been called up and cannot complete the form, the USM institution can submit it on behalf of the called-up employee.
- B. If an employee returns to work within one year of release from active duty and did not accept other permanent employment, the employee will be reinstated in the pension/retirement system and will receive service credit for the term of the military service. The employee does not need ten years of creditable service to claim service for military action that interrupts membership. The employee shall submit Form 43, "Claim of Retirement Credit for Active Duty Military Service" with the proper military documentation when the employee returns to work.
- C. Service credit will be given for up to five years of military service that interrupts membership. This is in addition to the five years for military credit for service prior to membership.
- D. An employee is not required to make up missed contributions. The member's missed contributions and employer's contribution costs are included in the annual valuation done by the actuary to determine the cost to employers.
- E. Filing Date for Form 46 "Application to be Placed on a Qualified Approved Leave of Absence":
 1. Military Leave Without Pay - the filing date on Form 46 shall be the date that the employee begins active duty.
 2. Military Leave With Pay - the filing date on Form 46 shall be the date that the employee has exhausted all accrued leave and begins Leave Without Pay.
- F. Military Reserves –Killed in the Line of Duty or Disability while on Leave With Pay

An employee who is killed in the line of duty or who sustains serious injuries, making it impossible for the member to return to work, and such death or injury occurs while on Leave With Pay Status, is entitled to the same death and disability benefits as an active employee. Surviving beneficiaries shall receive a lump sum payment of the annual salary plus contributions or, if the spouse law

comes into effect a monthly check for life. If disabled during active duty military service, an employee still on Leave With Pay Status, may file for an ordinary disability benefit but not an accidental disability benefit.

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

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

IV. OPTIONAL RETIREMENT PROGRAM – LEAVE WITH AND WITHOUT PAY

- A. The activation date of approved military leave should be the date that the employee is activated.
- B. As a condition of membership in the Optional Retirement Program, no death benefit or right to file for a disability benefit from the State Retirement Agency is available.
- C. While still on the payroll, employer contributions to the employee's ORP and State service credit shall continue.
- D. No State service credit shall accrue, nor employer contributions shall be made, while the employee is on Leave Without Pay. Upon return to work, USM employer contributions shall resume.

V. USM TUITION REMISSION BENEFIT

- A. An employee who is currently in a degree-seeking program and using tuition remission may continue to use tuition remission if called to active duty and stationed locally.
- B. An eligible spouse/dependent currently in a degree-seeking program and using tuition remission may continue to use tuition remission.
- C. If an employee is killed in the line of duty, spouse/dependent tuition remission benefits shall be provided in accordance with the USM Policy on Tuition Remission for Spouse and Dependents.
- D. If an employee does not return to USM service, tuition remission for the employee, spouse and dependents shall terminate.

VI. REPORTING BACK TO WORK

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

IMPLEMENTATION PROCEDURES

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

REPLACEMENT FOR:

N/A

REFERENCE:

Annotated Code of Maryland, State Personnel and Pension Article, Section 9-1107; last sentence in Section I., previous language subject to abrogation on June 30, 2005 followed MD Code language was made permanent by the General Assembly in their 2005 session.

Appendix K

USM Bylaws, Policies and Procedures of the Board of Regents

VII - 7.26 - 1

VII-7.26 - USM POLICY ON LEAVE FOR DISASTER SERVICE

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

I. PURPOSE AND APPLICABILITY

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

II GENERAL

A. Requirements for Leave with Pay - On request, an employee may be entitled to disaster service leave with pay if:

1. the employee is certified by the American Red Cross as a disaster service volunteer; and
2. the American Red Cross requests the services of the employee during a disaster that is designated at Level II or above in the regulations and procedures of the National Office of the American Red Cross.

B. Amount of Leave Allowed - An employee may use up to 15 paid days of disaster service leave in any 12-month period only after obtaining approval from the employee's appointing authority.

The employer may deny the leave if the denial is based on the anticipated impact on the operational needs of the institution. Employees who are appointed to work less than 100% but at least 50% time may use disaster service leave on a pro rata basis.

C. Employment Status for Purposes of Certain Claims - For purposes of Worker's Compensation and the Maryland Tort Claims Act, while an employee is using disaster service leave, the employee is deemed not to be a State employee.

IMPLEMENTATION PROCEDURES:

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

Appendix L

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

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

I. PURPOSE AND APPLICABILITY

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

II. ADMINISTRATION

A. EMPLOYEE'S FIRST REPORT OF INJURY

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

1. oral or written notice immediately after the injury occurs; and
2. within three working days after the injury occurs, a physician's written certification that the employee is disabled by the injury.

B. SUPERVISOR'S REPORT

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

C. INSTITUTION REPORTS

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

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

2. inform the injured employee or someone on the employee's behalf of the employee's right to file a claim with the Workers' Compensation Commission; and
3. determine if the injury would likely be compensable under the workers compensation statute.

D. PERIOD OF ACCIDENT LEAVE

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

E. LEAVE FOR CONTINUING TREATMENT

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

F. ADDITIONAL 6 MONTH LEAVE

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

G. NOTICE OF NONCOMPENSABILITY

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

H. REIMBURSEMENT BY EMPLOYEE TO INSTITUTION

If the institution receives notice of noncompensability as specified under paragraph G above, the institution shall correct the employee's leave record to reflect a conversion correct the employee's leave record to reflect a conversion of any Accident Leave that was granted

in advance of the notice to leave with pay or, if the employee does not have accrued leave with pay, to leave without pay. The employee shall be obligated to reimburse the institution for any Accident Leave advanced under this policy for an injury that is subsequently determined to be noncompensable.

I. USE OF LEAVE OTHER THAN ACCIDENT LEAVE

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

III. TEMPORARY TOTAL BENEFITS

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

- A. It constitutes an advance payment of temporary total or temporary partial disability benefits due under the Maryland Workers' Compensation Act; and
- B. The State's obligation to pay temporary total (or partial) disability benefits under the Workers' Compensation Act shall be offset on a dollar for dollar basis by the gross amount of payments received by the employee while on sick leave for the same period of time.

After the injured employee has used all available accident leave, temporary total benefits and accrued leave, the employee will be placed on a Leave Of Absence Without Pay.

This leave without pay shall expire once the employee has used a total of two years of leave, both paid and unpaid.

IV. MEDICAL AND HOSPITAL EXPENSES

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

Appendix M

VII—7.49 Policy on Parental Leave and other Family Supports for Staff (Approved by the Board of Regents, June 22, 2012)

I. Purpose

This policy is intended to support USM staff in balancing professional and family demands during and after the birth or adoption of a child through measures to promote a “family-friendly” environment on each USM campus. These measures include the establishment of a minimum assured period of paid parental leave of eight (8) weeks and the availability of lactation facilities on each campus.

II. Assured Minimum Parental Leave

Each eligible staff employee shall be assured a period of up to eight (8) weeks (i.e., forty work days) of paid parental leave to care for a new child, as follows:

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

VII-7.49 - USM Policy on Parental Leave

5. A staff employee may be eligible for paid parental leave under this policy on one occasion in a given 12-month period, and on two separate occasions during the duration of the staff member's employment within the USM. Any additional periods of paid parental leave require the approval of the President, or the President's designee.
6. The employee must have a satisfactory record of sick leave usage and work performance.

III. **Supports for Nursing Mothers**

- A. **Lactation Facilities:** Each institution shall provide space at reasonable locations on campus where employees who are nursing mothers may breastfeed or express milk.
 1. The area must be shielded from view and free of intrusions from others.
 2. A bathroom or restroom may not be designated as a lactation area.
 3. The space may be a private area in a larger room, or a private room that is reliably made available for nursing mothers whenever needed but may otherwise be used for different functions.
 4. The area shall be equipped with seating, a table or other flat surface, an electrical outlet and nearby access to a sink.
 5. The requirement for lactation facilities on each campus and their availability for the purpose of breastfeeding a child are subject to institution policies that govern the circumstances under which children may be present on campus.
- B. **Break Time for Nursing Mothers:** The schedule of a staff employee who is a nursing mother shall allow for reasonable break time during work hours for the purpose of breastfeeding or expressing milk.
 1. Employees shall be permitted to use current paid break and unpaid lunch times to breastfeed or express milk.
 2. Supervisors shall work with employees who need additional break time for this purpose to provide for the flexible scheduling of additional unpaid break time.

IV. **Protections to Staff Employees**

No employee shall be discriminated against or otherwise experience reprisals in any appointment, evaluation, promotion, or other employment-related process as a result of utilizing the parental leave and other supports provided in this policy.

V. **Implementation**

This policy shall be implemented as follows:

- A. **Parental Leave:** Eligible employees shall have access to parental leave under this policy as of September 1, 2012.
- B. **Other Provisions:** Institutions shall complete implementation of all other requirements of this policy no later than December 31, 2012.

Appendix N

Instructions for Completing a Performance Development Plan (PDP)

A Performance Development Plan (referred to hereafter as “PDP”) is intended to provide two-way communication between a supervisor and an employee. This revised form and process focuses on the documentation of goals and job duties by both the supervisor and employee and signifies an understanding by both parties that the items included, but not limited to the PDP, are the items on which the employee will be evaluated during the review period. This process is to be completed in early January each year. In addition, this process must be completed at the time of hire for all new employees to ensure the employee has an understanding of the expectations associated with his/her position.

The following information provides direction and intent for each section of the PDP for both the supervisor and the employee.

Section 1A: Employee Information

This section may be completed by either the supervisor or employee but must contain the following information:

1. Employee name
2. Empl id
3. Job title
4. Unit
5. Period the PDP covers
 - a. If this is an interim (mid cycle) PDP, please indicate so by placing a check mark next to “interim” and include the dates of the review of this PDP
 - b. If this is an annual PDP, please indicate by placing a check mark next to “annual”
6. Team name (if applicable)
7. Supervisor name

Section 1B: Major Performance Area

This area is intended to indicate the areas of the PDP that will contain feedback information regarding the employee’s performance. If there is information recorded on the PDP to the employee in any one of these areas, place a check mark next to each item as appropriate.

Section 1C: Signatures

This area is for the signatures of the employee and supervisor at the beginning of the review cycle. The new PDP Process allows for discussion between the supervisor and employee regarding goals or assigned job duties for the review period. At the beginning of the review cycle, the employee submits to the supervisor the job duties the employee believes he/she should be held accountable for during the review period. The supervisor then reviews the submission and modifies as necessary.

The supervisor and employee then meet to discuss and agree upon the final list of goals and job duties to be assessed during the review period. At the time of agreement, the supervisor and employee place their signatures in this section. If there are modifications made to the goals or assigned job duties during the review period, the supervisor and employee must meet, update the specific goals or job duties, and update the signature area indicating discussion of the updated duties/responsibilities.

Section II: Operational Objectives

Current employees complete this section using the employee's position description as the basis by listing five to seven job duties and objectives as well as any special projects the employee anticipates during the review cycle. New employees will work with the supervisor to develop this section from the employee's position description.

The supervisor will review the employee's submission and add/delete any goals or job duties the employee will be responsible for in the review cycle.

The supervisor and employee will meet by April 30 to discuss and finalize this section. During the meeting to finalize this section, the supervisor and employee will assign a high, medium or low priority to each listed goal or job duty and will sign off on the employee's responsibilities. In the event the supervisor and employee do not attend an expectation setting meeting, the previously established Position Description Duties and Objectives will remain in effect after April 30.

The supervisor and employee may revise objectives or special projects during the review cycle to ensure the employee will receive appropriate credit and assessment during the review cycle by updating the appropriate item under "Position Description Duties and Objectives". At the time the PDP is updated, the manager and employee should update their signatures in Section 1C.

At the end of the review cycle, the employee rates his/her performance in the column marked "Employee Assessment of Performance" and submits the PDP to the supervisor. The supervisor reviews and comments under "Supervisor Assessment of Performance".

Section III: Individual Performance Factors

The supervisor completes this section at the end of the review cycle. This area is designed to provide feedback to the employee regarding specific performance factors associated with the employee's position. Not all factors will apply and "N/A" may be entered in those areas that are not related to the employee's position. If an item is applicable, the supervisor will enter the appropriate rating next to the corresponding factor. The supervisor will then provide an overall rating for this category which does not have to be an average of the above listed ratings.

Cooperation and Team work – works well with peers, supervisors, department representatives

Dedication to Tasks – committed to the integrity and completion of duties

Planning and Problem Solving – proposes courses of action and the processes involved in solving a problem

Customer Service – provides assistance and other resources (if applicable) to UMUC students staff and/or faculty.

Communication – openly shares pertinent information with his/her supervisor and/or peers

Interaction with Others – builds strong working relationships with peers, customers and/or supervisors

Leadership – provides guidance and/or direction to peers

Other (specify factor)

Section IV: Supervisor/Staff Support Team

The supervisor completes this section at the end of the review cycle. This area is designed to provide feedback to the employee regarding specific performance factors associated with supervisory

responsibilities. Not all factors will apply and “N/A” may be entered in those areas that are not related to the employee’s position. If an item is applicable, the supervisor will enter the appropriate rating next to the corresponding factor. The supervisor will then provide an overall rating for this category which does not have to be an average of the above listed ratings.

Leadership - provides effective guidance and/or direction to direct reports
 Human Resource Development – provides growth opportunity to direct reports
 Goal Setting – sets realistic and effective goals for direct reports
 Resource Management – appropriately maintains and uses available resources to accomplish assignments
 Maintaining Effective Climate – maintains an ethical, cohesive work environment
 Other (specify factor)
 Coaching/Feedback – provides effective, realistic feedback to direct reports

Section V: Employee Performance and Training Development Plan

This area should be completed by the employee at the same time the employee completes Section II prior to submitting the PDP to the supervisor at the initial meeting with his/her supervisor. Sections II and V are to be discussed and established at the beginning of the review cycle. At the end of the review cycle, the results column is completed by the supervisor.

Section VI: Overall Performance and Narrative

This section is used by the supervisor to elaborate on individual and overall performance of the employee at the end of the review cycle or during an interim review cycle. The supervisor should provide constructive feedback in this section, with examples of positive or negative performance during the review cycle. This section should be used to support ratings from Section II, III, and IV, with specific examples or feedback that helped to derive the ratings.

Section VII: Employee Comments

This section may be completed by the employee, if desired, to provide additional feedback to the supervisor in support of or disagreement with the ratings or information provided by the supervisor in the PDP.

Section VIII: Signatures

This section is completed at the end of the review cycle. Prior to meeting with the employee to present the PDP, the supervisor must meet with his/her supervisor to discuss the assessment of the employee. If the next level supervisor is in agreement with the assessment, he/she will sign the document indicating agreement with the direct supervisor. Only after the PDP has been approved by the next level supervisor should the direct supervisor present the completed PDP to the employee. This should occur as a formal meeting to allow for constructive discussion and/or to address any concerns by either the supervisor and/or employee.

NOTE:

In the event management determines at any point during the review cycle that an employee’s job performance is at a level which may result in an end of year evaluation of below “Meets Standards”, therefore jeopardizing his/her eligibility to receive a merit increase, management will notify the employee. When possible the notice shall occur with sufficient notice, to provide the employee an opportunity to improve his/her performance. Failure to notify the

employee in advance of his/her performance deficiencies will not entitle the employee to an overall rating of "Meets Standards" if the employee's performance does not warrant it.

The following are the ratings to be applied to each task:

F. OUTSTANDING

(Performance far exceeds normal expectations; exceptional achievement and contribution to institution.)

G. ABOVE STANDARDS

(Performance consistently exceeds normal expectations; above average achievement and contribution to institution.)

H. MEETS STANDARDS

(Performance meets requirements in all essential aspects; employee consistently demonstrates effective job performance.)

I. BELOW STANDARDS

(Performance is consistently below requirements in some important aspects, but meets standards in other aspects; improvement needed.)

J. UNSATISFACTORY

(Performance is below requirements in critical aspects; improvement mandatory.)

SECTION I: EMPLOYEE INFORMATION AND SIGNATURES

SECTION 1A: EMPLOYEE INFORMATION

Employee Name:

Empl ID:

Job Title:

☐ Interim _____
(DATE)

Unit:

Period Covered: / / to / /

☐ Annual _____
(DATE)

Team Name
(If applicable)

Supervisor/Facilitator:

SECTION 1B: MAJOR PERFORMANCE AREA

Check major performance areas applicable for employee:

☐ Operational Objectives (Section II) ☐ Manager/Supervisor Performance Factors (Section IV)

☐ Individual Performance Factors (Section III) ☐ Staff Support Team Performance Factors (Section IV)
(Section IV—used only if employee is responsible for supervising others or is a member of a Staff Support Team)

SECTION 1C: SIGNATURES

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

Employee: _____ **Date:** _____

Manager/Supervisor: **Date:**

Updated Date:

Employee: _____ **Date:** _____

Manager/Supervisor: **Date:**

EMPLOYEE PERFORMANCE EVALUATION AND DEVELOPMENT PLAN

SECTION II: OPERATIONAL OBJECTIVES

Position Description Duties and Objectives	Priority High, Med, Low	Employee Assessment Of Performance	Manager/Supervisor Assessment of Performance	RATING SCALE				
				Out-standing	Above Standards	Meets Standards	Below Standards	Unsatisfactory

EMPLOYEE PERFORMANCE EVALUATION AND DEVELOPMENT PLAN

Effective July 1, 2013

SECTION III: INDIVIDUAL PERFORMANCE FACTORS

Rating

- ___ Cooperation and Team work
- ___ Planning and Problem Solving
- ___ Communication
- ___ Leadership

Rating

- ___ Dedication to Tasks
- ___ Customer Service
- ___ Interaction With Others
- ___ Other

(Need not be an average of individual performance factors)

Combined Rating: (O) Outstanding (AS) Above Standards (MS) Meets Standards (B) Below Standards (U) Unsatisfactory

SECTION IV: SUPERVISOR/STAFF SUPPORT TEAM

Rating

- ___ Leadership
- ___ Goal Setting
- ___ Maintaining Effective Climate
- ___ Coaching/Feedback

Rating

- ___ Human Resource Development
- ___ Resource Management
- ___ Other

(Need not be an average of individual performance factors)

Combined Rating: ☐ Outstanding(O) ☐ Above Standards(AS) ☐ Meets Standards(MS) ☐ Below Standards(B) ☐ Unsatisfactory (U)

SECTION V: EMPLOYEE PERFORMANCE & TRAINING DEVELOPMENT PLAN

Objective/Tasks	Goals	Results

EMPLOYEE PERFORMANCE EVALUATION AND DEVELOPMENT PLAN

SECTION VI: OVERALL PERFORMANCE AND NARRATIVE

Rating: ☐ Outstanding ☐ Above Standards ☐ Meets Standards ☐ Below Standards ☐ Unsatisfactory

Manager's narrative on individual and overall performance factors:

SECTION VII: EMPLOYEE COMMENTS

SECTION VIIA: SIGNATURES

Signatures indicate that performance and ratings were discussed with employee.

Supervisor/Facilitator Signature: _____ Date: _____

Next Level Supervisor Signature: _____ Date: _____
(Next level supervisor signs prior to final review meeting between supervisor and employee)

Employee Signature:..... Date:.....

Appendix 0

229.0 VII-8.10-POLICY ON SPECIAL ACTION APPEALS FOR CLASSIFIED EMPLOYEES (Approved by the Board of Regents, February 28, 1992)

I. Filing of Appeals

A special appeal process shall be available to any classified employee against whom certain personnel actions have been taken which include charges for removal, disciplinary suspensions, involuntary demotions and rejection on probation. All special action appeals shall be filed with the Institution Director of Human Resources/Personnel or designee. The Institution Director of Human Resources/Personnel or designee shall review the appeal and determine its proper disposition.

II. Types of Appeals

A. Charges for Removal

1. An employee who is notified of charges for removal may request an opportunity to present a defense within 5 working days from the date on which the employee receives the charges for removal, as evidenced by the return receipt or other evidence of delivery of the charges to the employee. An appeal of charges for removal shall be referred by the Institution Director of Human Resources/Personnel or designee to the Institution Chief Executive Officer or designee (hereinafter referred to as CEO or designee). The Institution CEO or designee shall, within 30 working days, if possible, investigate the charges and give the employee an opportunity to be heard. Testimony shall be taken under oath and both parties shall have the right of representation by counsel and the right to present witnesses and give evidence.
2. Within 15 working days following the conclusion of the hearing, a written decision shall be rendered to the employee.
3. In case no hearing is requested by the employee within the prescribed time, the Institution Director of Human Resources/Personnel or designee shall act upon the charges or order such other actions as may be indicated by the findings in the case.
4. If a hearing is requested within 5 working days and the removal is upheld, Step 3 of the grievance procedure, as provided in the Policy on Grievances for Classified Employees and Associate Staff, is available to the removed employee. The appeal shall be submitted within 10 working days after receipt of the written institution decision.

B. Preliminary Hearing on Suspensions Pending Removal

1. If an employee is suspended without pay pending charges for removal, the Institution Director of Human Resources/Personnel or designee shall notify the employee in writing of the reasons for the suspension at the time of the notice of the suspension.
2. An employee who is suspended pending charges for removal may, within 5 working days from the date on which the employee receives the notification of suspension, request in writing through the Institution Director of Human sources/Personnel or designee that the Institution CEO or designee conduct a preliminary hearing to determine whether or not the employee may continue to work with pay during the disposition of the charges. The date the notification of suspension is received shall be evidenced by a return receipt or other proof of delivery of notification to the employee.

3. The Institution CEO or designee shall conduct a preliminary hearing within 5 working days after the Institution Director of Human Resources/Personnel or designee receives in writing the request from the suspended employee for the preliminary hearing.
4. The preliminary hearing shall be limited to the issues of:
 - a. Whether suspension without pay is necessary to protect the interests of the institution, the University of Maryland System or the employee pending final disposition of the charges; and
 - b. Whether other employment and status alternatives should be considered.
5. At the preliminary hearing, the employee may:
 - a. Rebut the reasons given for the suspension;
 - b. Allege mitigating circumstances; and
 - c. Offer alternatives to the suspension including
 - (1) return to the position with pay;
 - (2) transfer to another position with pay; or
 - (3) suspension with pay.
6. Within 5 working days after the preliminary hearing is completed, the Institution CEO or designee shall render a written decision that is conclusive as to the issue of whether or not the employee may continue to work with pay pending the disposition of the charges.

C. Involuntary Demotions

1. An employee who is notified of demotion may, within 5 working days of written notification, file a written answer with the Institution Director of Human Resources/Personnel or designee and request an investigation of the demotion.
2. Within 20 working days, if possible, after receipt of the request, the Institution CEO or designee shall investigate the demotion and give the employee the opportunity to be heard. Within 15 working days following the conclusion of the investigation, the written decision shall be rendered to the employee.
3. If an investigation is requested within 5 working days and the demotion is upheld, Step 3 of the grievance procedure, as provided in the Policy on Grievances for Classified Employees and Associate Staff, is available to the employee. The appeal shall be submitted within 10 working days after receipt of the written Institution decision.

D. Rejection on Probation

1. Rejection on Original Probation
 - a. An employee who is rejected on original probation may within 5 working days of the rejection, file a written request with the Institution Director of Human Resources/Personnel or designee for a hearing at Step 2 of the grievance procedure, as provided in the Policy on Grievances for Classified Employees and Associate Staff. The appeal is limited to the

procedural and legal basis for the rejection. Rejection for cause is not required in the case of an employee rejected on original probation.

- b. Within 20 working days, if possible, after receipt of the request, the Institution CEO or designee shall conduct a hearing. Within 15 working days following the conclusion of the hearing, a written decision shall be rendered to the employee.
- c. If the rejection is upheld, Step 3 of the grievance procedure is available. The appeal shall be submitted within 10 working days after receipt of the written institution decision.

2. Rejection on Status Change Probation

- a. An employee who is rejected on status change probation as defined in this policy and for whom no vacancy in the former classification is available may, within 5 working days of receipt of the recommendation of the appointing authority to reject, appeal to the Institution Director of Human Resources/Personnel or designee and request an investigation of the proposed rejection.
- b. Within 20 working days, if possible, after receipt, the Institution CEO or designee shall complete an investigation of the recommended rejection. Within 15 working days following the conclusion of the investigation, the written decision shall be rendered to the employee.
- c. If the rejection is upheld, Step 3 of the grievance procedure, as provided in the Policy on Grievances for Classified Employees and Associate Staff, is available to the rejected employee. The appeal shall be submitted within 10 working days after the receipt of the written institution decision.
- d. The appointing authority bears the responsibility for preparing the justification when there is a rejection on probation of an employee who has satisfactorily completed an original probation and is serving a status change probation, except as defined in this policy.

E. Disciplinary Suspension (Does not apply to suspension pending charges for removal)

- 1. Any alleged infraction shall be investigated by the appointing authority or designee at the earliest opportunity following knowledge of the alleged infraction, and the investigation shall be completed as soon as possible. All suspensions of employees shall be implemented within 3 working days of the alleged infraction or knowledge of the alleged infraction by the responsible supervisor or administrator. All suspension days shall be consecutive.
- 2. The employee and/or the employee's designated representative may submit a written appeal on a disciplinary suspension:

- a. Directly to Step 2 of the grievance procedure (see Policy on Grievances for Classified Employees and Associate Staff) within 5 working days of notification of the suspension, or
 - b. To Step 1 of the grievance procedure within 3 working days of notification of the suspension. In such event, the Dean, department head, chairperson or designee must hear the case within 3 working days from the receipt of the written appeal. Should the appeal be unheard or unanswered as a result of management delay, the employee shall be reinstated with full back pay.
3. Any further appeals must proceed through the grievance procedure within the prescribed time limits. If the suspension is upheld by the Institution CEO or designee, Step 3 of the grievance procedure is available to the employee.

IMPLEMENTATION PROCEDURE:

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

DEFINITIONS:

"Original Probation" means a probation period required of any employee entering the University System by appointment to a regular position, a current employee appointed to a position at an institution other than the one at which employed, or a former employee returning to University service in a classification other than the one held at the time of separation or to a department other than the one where employed at separation.

"Status Change Probation" means a probation period required of an employee who is appointed to another position at the same institution as the result of a promotion, demotion, horizontal change, transfer or reinstatement, except that a reinstated employee appointed to a classification or department other than the one held at separation must serve an original probation and would be subject to the appeal process for original probation outlined in D.1. above.

"Working Days" are Monday through Friday regardless of work schedule, weekend work or mid-week days off.

REFERENCES:

13-1A-01 through 06 of the Education Article, Annotated Code of Maryland, 1989 Replacement Volume.

Replacement for:

Personnel Policies and Rules for Classified Employees. Section IX, Grievances and Appeals, Appeals-Special Actions, Page IX-3.



PATRICK MORAN, DIRECTOR

Appendix P

February 11, 2013

Bob Ames
Venable LLP
575 7th Street NW
Washington, DC 20004

Dear Bob,

You, Joanne Goedert and I spoke last Wednesday morning about “Fair Share” language in the UMUC MOU. In that conversation both you and Ms. Goedert indicated that any specific “Fair Share” or service fee language is not necessary in the UMUC MOU because UMUC will follow the Coalition Agreement on this matter.

We recognize your position. If this letter does not properly describe our conversation please let me know by February 15th, 2013.

Sincerely,

Ben Forstenzer

CC:
Ron Barrillas
Earl Foote
Greg Johnson