University System of Maryland
and
AFSCME, AFL-CIO, Council 3

Exempt, Sworn Police, and Nonexempt Employee Units

Memorandum of Understanding

Effective July 1, 2024 – June 30, 2027

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This Memorandum of Understanding ("Agreement" or "MOU") is entered into by the Chancellor of the University System of Maryland ("USM") or their designee on behalf of Bowie State University; Coppin State University; Frostburg State University; University of Baltimore; University of Maryland, Baltimore; University of Maryland, Baltimore County; University of Maryland, College Park; University of Maryland Eastern Shore; University of Maryland Global Campus; (collectively "Institutions") and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 3 ("Union" or "AFSCME"), and has as its purpose the promotion of harmonious relations between the Institutions and the employees in the exempt, sworn police, and nonexempt bargaining units covered by this MOU and their representatives.

ARTICLE 1: DEFINITIONS, RECOGNITION AND SCOPE OF AGREEMENT

Section 1. Definitions

"Board" or "Board of Regents" or "BOR" means the Board of Regents of the University System of Maryland. *See* Md. Code Ann., Education Article (ED) § 12-101(b)(2).

"Chancellor" means the Chief Executive Officer of the University System of Maryland and the Chief of Staff for the Board of Regents. *See* Md. Code Ann., State Personnel and Pensions Article (SPP) § 3-101 and ED § 12-101.

"Constituent institutions", "institutions", or "campuses" means the public senior higher education institutions under the jurisdiction of the Board of Regents. *See* ED § 12-101(b)(6).

"Employees" means all employees of the Employer within a bargaining unit covered by this MOU and represented by AFSCME.

"Employer" means the public entity subject to consolidated bargaining that employs the employees who are within a bargaining unit represented by AFSCME, all of which are bound by the terms of this memorandum of understanding. See SPP § 3-101(d); ED § 12-109(d) and (e).

"Management" means the USM and the leadership and management of its constituent institutions and affiliated centers and institutes, all of which are bound by the terms of this memorandum of understanding.

"President" means, with regard to a constituent institution, the Chief Executive Officer of a constituent institution of the University System of Maryland. *See* ED § 12-101(b)(7).

"Union" means the American Federation of State, County, and Municipal Employees ("AFSCME") and its affiliated local unions that are recognized as exclusive representative(s) of bargaining unit employees. *See* SPP Title 3.

"University System of Maryland" ("USM") means the entity established in accordance with the provisions of ED Title 12, and obligated to bargain this consolidated memorandum of understanding under SPP Title 3, which is bound by the terms of this memorandum of understanding.

Section 2. Recognition

Incumbent Units. The Employer acknowledges and recognizes AFSCME as the exclusive bargaining agent for the bargaining units certified under Maryland law. The current units are:

BSU Exempt	Frostburg Non-Exempt	UMES Non-Exempt
BSU Non-Exempt	UB Non-Exempt	UMES Sworn Police
Coppin Exempt	UMB Non-Exempt	UMGC Non-Exempt
Coppin Non-Exempt	UMBC Non-Exempt	UMCP Exempt
Frostburg Exempt	UMES Exempt	UMCP Non-Exempt

Section 3. Scope

This MOU in all respects supersedes and replaces all policies and practices in conflict with provisions in this MOU. Specifically:

(a) Except as specifically provided for in this MOU, all USM Board of Regents ("BOR") and Employer by-laws, policies and procedures, including any amendments thereto ("Policy" or "Policies"), are and shall remain in full force and effect. Where a portion of any existing policy is modified by this MOU, the remainder of such Policy not in conflict with the MOU remains in full force and effect.

(b) This MOU is subject to applicable Federal and State laws and regulations. This MOU shall not modify the terms of any contracts between any individual Employer and a third-party which currently pre-dates the ratification of the MOU.

(c) Absent extenuating circumstances, no BOR by-law, policy, or regulation, or any Institution by-law, policy, or regulation, changing wages, hours, or a term or condition of employment for bargaining unit employees may be implemented without 30-day notice to AFSCME, and an opportunity to bargain with AFSCME.

(d) When operationally feasible, the Union will be provided with fourteen (14) calendar days' notice of any changes to directives or work rules, not addressed in subsection (c), regarding the terms and conditions of employment for bargaining unit employees. Notice will be provided as soon as possible/practicable when modifications are necessary to meet a legislative mandate or under an emergency situation.

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

Section 4. Classifications

The established classifications within each unit shall be listed in Appendix A. Copies of each description of each job classification shall be provided to the Union within 10 months of execution of this MOU. Disputes that may arise concerning questions over the appropriate inclusion or exclusion of specific jobs and/or classifications that presently exist as of the date of this MOU shall be discussed between the Parties. Any disagreements concerning the continuing inclusion or exclusion of existing classifications or positions in a bargaining unit shall be promptly submitted for clarification and disposition pursuant to law.

Section 5. No Waiver

The terms of this MOU shall not stand as a waiver of the Union's right to learn of and bargain with the USM over any proposed change in a mandatory subject of bargaining.

ARTICLE 2: NON-DISCRIMINATION

Section 1.

It is the policy of the USM and its Institutions and the Union to prohibit discrimination in employment against any employee or applicant for employment because of race, age, color, religion, creed, sex (including pregnancy), sexual orientation, political affiliation, national origin, ancestry, genetic information, gender identity or expression, mental or physical disability, marital status, status as a disabled veteran or veteran or labor organization affiliations, and both commit to promote and implement a positive and continuing program of equal employment opportunity.

The parties agree not to discriminate against bargaining unit employees in violation of the laws of the State of Maryland or the Government of the United States. All personnel actions such as compensation, benefits, transfers, terminations, layoffs, return from layoff, reduction in force (RIF), Employer-sponsored training, education, tuition assistance, and social and recreation programs, will be administered without regard to race, age, color, religion, creed, sex (including pregnancy), sexual orientation, political affiliation, national origin, ancestry, genetic information, gender identity or expression, mental or physical disability, marital status, labor organization affiliations, or status as a disabled veteran or veteran.

Section 2. Bargaining and Concerted Activity Rights

Each employee shall have the right to join, discuss, access, communicate with, seek aid from, and assist their exclusive representative without fear of penalty or reprisal and shall also have the right to refrain from such actions. The Employer shall assure that each employee shall be protected in the exercise of such rights and in their decision to refrain from exercising such rights. The Employer and AFSCME agree that no employees shall be discriminated against based upon their union activities or affiliation, or lack thereof. The Employer and Union agree all employees in the bargaining units shall enjoy the protections and rights codified in Section 22-201 of the State Government Article of the Annotated Code of Maryland (SG). The Union agrees that at least two (2) working days prior to the filing of an unfair labor practice ("ULP") charge with the Public Employee Relations Board (PERB) on behalf of itself or any employee(s), the Union will confer with the Employer regarding the subject matter of the ULP and reasonably attempt to resolve the issue.

The USM, Institutions, and the Union agree that all employees shall treat each other with dignity and respect during the course of performing their professional duties for the USM and Institutions.

Section 3. Employee Rights and Protections

In addition to all rights granted under this MOU, all employees shall enjoy the protections and rights codified in the State's collective bargaining laws. Employees shall have the right to appeal and grieve through the process laid out in this MOU. Employees shall also have the right to file

grievances, complaints, or any other action or complaint via any other authorized form of Federal, State, or Employer-based procedure that are available to them.

Section 4. Non-Retaliation

The Employer agrees that it shall not interfere with, restrain, or coerce employees in the exercise of their right to engage in Union activity as authorized by law including SG §§ 22-201 and 22-206. The Employer further agrees that it shall not retaliate against employees for engaging in such activities. If the Employer permits general conversation in the work setting or during work time by employees, for example, discussion of sporting events, current events, family events, or holidays, there shall be no infringement on similar conversation about union activity or events.

Section 5. USM Relation to Law

The USM and the Institutions shall retain, and reserve to them, all rights, prerogatives, functions, and privileges conferred upon and held by them under law which are not expressly limited or modified by the terms or conditions of this MOU.

Section 6. Union Relation to Law

AFSCME and all covered employees shall retain, and reserve, all rights, prerogatives, functions, and privileges conferred upon and held by them under law without waiver or diminishment which are not expressly limited or modified by the terms or conditions of this MOU.

Section 7. Compliance with the ADA

In order to comply with their respective obligations under the Americans with Disabilities Act, all hereby agree that in the event that necessary and reasonable accommodations are required so as to allow employees covered by this MOU to perform the essential functions of their job, the Employer involved will consider appropriate measures required by law. In the event a bargaining unit employee requests a meeting with their employer to discuss the impact of this MOU on a reasonable accommodation request and chooses to include a Union representative in that discussion, the parties will meet and confer with the object of allowing for such accommodations which may require the modification and/or relaxation of some provisions of this MOU. Measures that may be required under this provision include but are not limited to transfers, reassignments, shift changes, and additional equipment.

ARTICLE 3: MANAGEMENT RIGHTS

Obligation to Bargain. The parties recognize their mutual obligation to collectively bargain in good faith to reach agreement about wages, hours, and other terms and conditions of employment as set out in SPP Title 3. As to the USM, that obligation to bargain over wages, hours, and other terms and conditions of employment extends, additionally and specifically, to the terms enumerated in SPP § 3-602(b) and to any other matter not negotiated with a president pursuant to SPP § 3-602 (b)(3). As used herein, mandatory subjects of bargaining are all the foregoing and all those terms and conditions that are accepted as mandatory subjects of bargaining under applicable law and authority.

Duty to Bargain. The parties will abide by their legal obligation to bargain in good faith.

Management Rights. Management has the rights set out in SG § 22-204.

Written Agreement. The parties recognize the obligation under SPP Title 3 to incorporate the terms of their agreement in a written memorandum of understanding or other written understanding. No addition to, alteration, modification, or waiver of any term, provision, covenant, or condition or restriction in this MOU shall be valid, binding, or of any force or effect unless mutually agreed to, in writing, by the Employer and AFSCME.

BOR Policies and Other Policies. This MOU in all respects supersedes and replaces or supplements all policies and practices previously established by the Employer with respect to the topics addressed herein. This includes all BOR policies addressing mandatory topics.

Legislative Acts. This MOU may include matters that require legislative approval and/or appropriation of funds by the General Assembly. Consistent with SPP § 3-501(d), to the extent these matters require legislative approval or the appropriation of funds, the matters shall be recommended to the General Assembly and/or the Governor for approval or for the appropriation of funds.

Applicability to the Law. This MOU and the parties are subject to applicable Federal and State laws and regulations and they shall bargain over the effects of any change to law or regulation that impacts, abrogates, or otherwise impacts the terms and conditions of employment of covered employees or any provision of this MOU.

ARTICLE 4: CONTRACTING OUT

(A) Unless otherwise provided by law, the Employer recognizes the integrity of the bargaining unit and will act consistently with the current policy to use employees to perform all bargaining unit functions in State operated facilities in preference to contracting out with the private sector. In the event the Employer proposes to use non-bargaining unit individuals to displace continuing bargaining unit positions, it will provide the Union with notice at the earliest opportunity, but normally notify the union at least sixty (60) days in advance (unless circumstances require a shorter notice) and be available to meet with the Union within one (1) week after the notice is sent.

(B) Right to Contractor Information
USM and/or the Institution shall provide, upon request from the Union, twice per year, a list of all its contracts that involve the displacement of bargaining unit work. The list shall include the name of the contractor, the contract performance period including any options to extend, a description of the scope of work, Institution at which the contract will be performed, and the dollar value of the contract.

ARTICLE 5: UNION RIGHTS

Section 1. Right of Access

AFSCME has statutory rights and responsibilities beyond the public and therefore may have access above and beyond the public.
When there are more than ten (10) AFSCME Council representatives and others who are not employees of the Employer who plan to access campus for official union business the union shall notify Employer management two (2) work days prior to entering campus; such notice must include the location/department/operating unit to be visited, a list of individuals who will visit the Employer, and the date for the visit.

AFSCME representatives - to include AFSCME staff, stewards, members, officers - shall have reasonable access to any common areas of campus in buildings, facilities, and areas where bargaining unit employees work or congregate for the purpose of administering this MOU. It is understood that such activities will not unduly disturb or interfere with the work of employees and will be subject to established policies and procedures for facility access and use.

This right of access does not include access to facilities that are highly secure and/or those areas where access is strictly restricted. This right of access does not include access to residence halls except the first floor, basement and hallway only if no minors or students are living there. Upon reasonable notice, AFSCME will be provided with space in a nearby facility to meet with employee(s) who work in residence halls or facilities that are highly secure and/or those areas where access is strictly restricted.

AFSCME stewards, officers, staff and member representatives functioning in an official union capacity shall be permitted to place and distribute accurate, lawful, non-discriminatory union materials in common areas (break rooms, lunch rooms, lobby areas, and hallways frequented by employees) and on AFSCME bulletin boards.

AFSCME stewards, officers, and representatives may request the use of available meeting rooms to hold conferences with bargaining unit employees. At a department of public safety where bargaining unit employees are employed, the union shall be permitted to place accurate, lawful, non-discriminatory union materials in the roll call area and will be allowed to address attendees for 10 minutes every other month.

Section 2. Right to Employee Information

(a) Monthly, the USM or its Institutions (whoever is in possession of it), shall electronically provide AFSCME a report in Excel, to a designated email address, that includes the following information, as available, on all AFSCME bargaining unit employees. The report shall include the unique University ID, Workday ID, employee name, Institution/University, bargaining unit, Job code and title, pay range/grade, salary, hire date, department, work address, building, room number, shift, home address, home telephone number, work e-mail address, work telephone number, race, gender and full-time or part-time status.

(b) Quarterly, the Institution shall electronically provide AFSCME an Excel report listing the names, job title and job code, bargaining unit, and department of all bargaining unit employees who retired, reclassified out of AFSCME units, resigned, or otherwise separated from employment in the previous quarter.

(c) Quarterly, the Institution shall electronically provide AFSCME an Excel report listing the names, Institution/University, Job title or job code, bargaining unit, work telephone number, work email address, department, and date of conversion of all contingent employees who were converted to regular status bargaining unit staff in the previous quarter.

Section 3. Bulletin Boards

The Institution shall provide space for Union information on a reasonable number of bulletin boards, including electronic or digital boards or signage, that are currently located in buildings and/or offices where bargaining unit employees perform work duties and locations where employees report to work. In the unlikely event that there is no bulletin board in a particular building, the Institution will provide space for a Union provided bulletin board, unless there is a specific, legitimate business need not to. Denial of bulletin board placement shall be made to the Union in writing. The Union shall not post materials that are not Union-related, unlawful or inaccurate. Postings must be dated and approved by a local Union officer.

Section 4. Job Stewards

The Employer and the Union recognize that job stewards play an important role in effectuating the terms of this MOU; however, both parties acknowledge that the duties undertaken as a job steward are in addition to their job assignments.

The Union may designate job stewards from the ranks of their bargaining units as specified in the chart below:

Institution	Permitted Stewards
BSU	9
CSU	6
FSU	13
UBalt	6
UMB	20
UMBC	15
UMCP	70*
UMES	16
UMGC	3

*Effective July 1, 2025, the number of permitted stewards at UMCP shall be 80 (the Union may designate up to a maximum of 16 stewards from Residential Facilities and from Facilities Management at UMCP, and up to a maximum of 5 stewards per area for all other departments at UMCP).

Each job steward will be a working employee, who, consistent with the operational needs of their employer, shall be permitted a reasonable amount of time during regular working hours at their campus to:

1. Investigate and Process grievances,
2. Attend and participate in discipline meetings called by the Employer,
3. Attend new employee orientation as permitted by law,
4. Participate in LMC meetings, committee meetings and activities if such meetings or activities have been jointly established by the parties
5. Attend meetings called or agreed to by the Employer if such employees are entitled and required to attend the meetings by virtue of being job stewards,
6. Participate in activities related to the administration of this MOU including problem solving to avoid the filing of grievances, and
7. Attend negotiating sessions regarding supplementation or amendment of this MOU or a local agreement during its term.

The USM, through their Institutions will not interfere with the right of such shop stewards to conduct appropriate Union business.

The union shall determine what steward represents an employee during the investigatory and disciplinary meetings and grievance process. If the steward selected by the Union is not available within one (1) hour, the Union shall select another steward or representative.

Prior to leaving the work area, the Steward must notify their supervisor. Any denial will be in writing to the employee and to the Union. The Steward should make every reasonable effort to give their supervisor as much advance notice as possible. The details of such meetings by shop Stewards with bargaining unit employees shall be confidential. During such performance of Union business, a Steward shall receive their regular compensation.

Paid steward hours will not exceed the employee's normally scheduled workday.

The Union shall submit a list of stewards within thirty calendar (30) days after the ratification of this MOU and thereafter will notify the Employer management in writing as to any additions or deletions to the list within twenty (20) calendar days of said changes.

No employee outside of the bargaining unit will be counted in the calculation/limit under this Article. Steward release time shall not be unreasonably denied.

Section 5. Union Leave Time

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

2. The total amount of Union leave granted to the Union during each fiscal year may not exceed one (1) day for every thirteen (13) of its bargaining unit employees. The total union leave granted at each Institution will not exceed this amount, except that at each Institution there shall be a

minimum of ten (10) days.

3. This union leave release time may only be used for the following: job steward trainings, leadership conferences, labor management committee meetings, education campaigns, discussions at the employee's Institution regarding membership in existing bargaining units, new employee orientation, educational conferences, state or area-wide committee meetings or state or International conventions, and union sponsored labor relations training.

4. Unless circumstances require immediate action, all requests for Union leave under this provision shall be submitted to a University designated official, in writing by an AFSCME staff member or local officer seven (7) working days in advance of the day on which the leave is to begin and shall include:

A. The name(s) of the employee(s) for whom Union leave is being requested, the date, the time needed for leave, and a general description of the activity.

B. After verifying the validity of the request and the accuracy of the time being requested, the designated University official may approve Union leave, in consultation with the employing University/school/department if the employee's services can be spared without impairing the services of the department(s) involved and Union leave is available pursuant to this Article. Approval of leave under this section shall not be unreasonably denied. Any employee denied union leave or their designated representative shall be given an explanation in writing with the opportunity to work out a solution or grieve the denial.

5. If AFSCME needs to substitute an employee or employees for those previously granted Union leave, or substitute new dates, such requests will be submitted two (2) working days in advance of the day on which the leave is to begin to the designated University official for approval.

Section 6. Payroll Deduction

Monthly dues and initiation fees shall be deducted, if applicable, from the wages of employees who have signed a proper authorization for such deduction after said authorization has been submitted. The authorization method as well as the amount to be deducted is a matter decided between the Union and its membership. Therefore, the USM or Institution shall be held harmless on any dispute or litigation arising under the terms of this Section.

Section 7. Union Office

To the extent that the Union is currently provided with office space to conduct Union business, such space shall be maintained. This includes CSU, FSU, UBalt, UMB, UMBC, and UMES. BSU and UMCP shall also provide office space for a Union office on each campus. This provision does not apply to UMGC.

Section 8. New Employee Information and Orientation

The Union will be given a place on the agenda of such orientation for new bargaining unit employees, up to a maximum of 30 minutes. Such meeting will be for the purpose of informing the new bargaining unit employee about their rights and obligations under the MOU as well as other

benefits provided by AFSCME. The Universities shall transmit all new bargaining unit employee information (name, unit, campus, department, job title, and all employee identification numbers, including Workday number (when available)), to AFSCME within one week of the employee joining the bargaining unit. The USM and its Institutions shall follow the law in regard to new employee orientations.

Section 9. Electronic and Campus Mail Access

Employees may communicate with one another regarding Union business via electronic mail, fax, telephone, and campus mail.

The Union may communicate with bargaining unit employees via mass communication using the Institution's internal electronic mail system a total of eleven (11) times per calendar year.

Use of the electronic mail system must be accurate, lawful, non-obscene, non-discriminatory, and consistent with this MOU. Any such communication must also display the following disclaimer: "This communication is sent on behalf of AFSCME Council 3 and does not represent the views of the University System of Maryland or [Institution name]."

The Union shall notify the Institution's Human Resources Office at least five (5) work days ahead of a mass email communication which utilizes the Institution's internal electronic mail system for initial distribution. "Utilizes the Institution's electronic mail system for initial distribution" specifically refers to email messages the Union asks the Institution to send on the Union's behalf. The Union will send a copy of said mass email communication to the Institution's designated official at least twenty-four (24) hours before the desired distribution date and the Institution's Human Resources Office will ensure the mass email communication is sent. The Institution reserves the right to discuss with the Union the information contained in the communication.

If a dispute cannot be resolved, a grievance can be filed at Step Two of the grievance procedure for resolution.

The Union shall be permitted to use the internal mail system for mailings and other communications intended to be delivered to bargaining unit employees. These mailings to employees by internal campus mail, which shall be of reasonable length and weight will be limited to four (4) times per calendar year. The Union shall give the University at least ninety-six (96) hours' notice in advance of such mailings. In areas with employees who do not have a mailbox or desk, the employer shall ensure that mail is hand delivered to AFSCME covered employees.

Section 10. Union Convention Leave

One (1) designated AFSCME representative at each Institution shall be provided paid union convention leave of up to four (4) hours per day for days on which the employee was scheduled to work to attend union conventions each year (if a convention is held). Additional Employees may use other forms of leave subject to regular approval processes for those leaves at the Institution. Notice of twenty-five (25) days is required under this provision.

Section 11. Seniority

Seniority is defined as the length of continuous service within an Employer, department, or classification the USM and the State. Institutional seniority shall be length of continuous service at an employee's current Institution. Departmental seniority means service in a position within a department. Certain approved leaves (e.g., Military Leave, Parental Leave, union leave, any leave that qualifies under the Family and Medical Leave Act) do not constitute an interruption of service.

The parties agree that seniority is a rational and objective means of managing certain personnel practices and opportunities. As such, as set out further herein, seniority shall bear on layoff, recall, and bumping for AFSCME covered employees, except exempt employees shall have no right to layoff, recall, and bumping with regard to non-bargaining unit employees. Greater seniority shall be of benefit where applicable in access to leave, selection of shifts, offices, routes, access to overtime, and certain other rights and benefits over which employees may compete. Seniority will be considered where appropriate in access to annual leave and holiday leave.

Seniority points shall be calculated whenever needed. The employer will continue to calculate points based on the formula set out in BOR Policy VII – 1.30.

Section 12. Council 3 President's Leave

In the event a member of AFSCME who is employed at the USM or an affiliate is elected or appointed as the AFSCME Council 3 President, the University agrees to provide that individual, upon request, with an unpaid Leave of Absence not to exceed four (4) years. No more than one employee, at each campus, every eight (8) years may be granted said leave. Leave under this section shall not constitute an interruption of service for purposes of seniority.

At the end of the extended leave of absence without pay, the employee may return to the position and work location they held at the time the leave was taken, or if no longer available, to an equivalent position with the same rate of pay and benefits.

Section 13. Local Meetings

Institutions whose past practice has been to provide release time of up to one (1) hour for bargaining unit employees to attend local Union meetings not to exceed once a month shall continue.

Section 14. Contract Ratification Meetings

At the time of each contract ratification, management shall release all bargaining unit employees for up to two (2) hours to complete contract ratification.

For these contract ratification meetings release time will be staggered throughout shifts to ensure all employees can attend but to allow for the continued operation of each campus.

ARTICLE 6: PROBATIONARY PERIOD

Section 1. Probationary Period

The probationary period for newly hired employees shall be six (6) months for non-exempt employees and one (1) year for exempt employees. Upon request from an administrator, the President or their designee may shorten the period or extend the period for an additional (6) months.

Section 2. Absences During Probationary Periods

If a bargaining unit employee in a probationary period of any type is absent due to illness, injury, or for reasons related to pregnancy or childbirth for ten (10) or more workdays during the probationary period, the Institution may extend the probationary period by the number of workdays the employee is absent upon written notice to the employee.

Section 3. Transfers or Lateral Positions

Employees who have completed a probationary period shall not be required to serve a new probationary period when transferring or making a lateral move to the same or lower job classification.

Section 4. Probation of Contingents

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

Section 5. Probation After Reinstatement

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

Section 6. Status Change Probationary Period

1. An employee serving a status change probationary period may only be separated for just cause.

2. The employee's supervisor or departmental designee shall provide the employee and the University President or designee written notice of the rejection at least thirty (30) calendar days prior to the end of the probationary period. The notice shall state the reasons for and effective date of the rejection and shall advise the employee of the right to appeal.

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

Section 7. Reclassification

An employee who is reclassified and who has completed an original or status change probationary period shall not be subject to an additional probationary period.

ARTICLE 7: LAYOFFS AND FURLOUGHS

Section 1. Order of Layoff

Each University shall determine in which positions layoffs will occur based on operational needs and established policy. In the event a layoff is necessary, probationary and contingent employees in the same classification will be laid off first by seniority. Thereafter, bargaining unit employees will be selected for layoff and recall by seniority, qualifications and experience.

The following Universities will apply layoffs by Division seniority:

1. UMES
2. Coppin
3. Bowie
4. Frostburg
5. UBalt

The following Universities will apply layoffs by Department seniority:

1. UMCP
2. UMB
3. UMBC
4. UMGC

B. Seniority in this Article shall be calculated using the seniority point formula set out in BOR Policy VII-1.30 § III.D.

C. Any rights in this Article are applicable only to bargaining unit employees.

Section 2. Layoff Notice

When the USM and/or a University determines that layoffs of bargaining unit employees are necessary, a notice shall be given to the affected employee(s) and the Union at least ninety (90) days in advance of the effective date of such layoff or job abolishment. Notice shall include the specific reason for the layoff. The University agrees to meet with the Union upon request, not later than fourteen (14) days after receipt of said request, to discuss the effect of the layoffs. The period of notice can be shortened in situations involving loss of grant funding. The University shall provide Layoff information to impacted employees to include a link to all available and vacant positions at the Universities throughout the USM.

Section 3. Displacement Rights

Bargaining unit employees affected by a University decision to layoff employees shall be allowed to exercise displacement rights according to Policy. This election must be made by giving written notice to the Department of University Human Resources Department within fifteen (15) business days of the notice to the employee and Union of the layoff.

Section 4. Priority Consideration for Re-Employment and Recall

A. An employee who is laid off shall be recalled for reappointment following a layoff if, within twenty-four (24) months from the effective date of layoff, the specific position from which the layoff occurred is reestablished provided the employee continues to meet the minimum qualifications for the job.

1. Notice of recall from a layoff shall be sent to the employee by certified mail, return receipt requested, or other verifiable means of communication. Employees shall be responsible for providing the preferred address for communication.

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.

4. Upon return to work from a layoff an employee shall at minimum make the same salary from the time of the effective date of the layoff.

B. For a period of up to thirty-six (36) months from the effective date of the layoff the employee will be eligible for priority consideration for an interview in the classification of layoff or any lower-level classification in that job series or any classification for which the employee has completed an original probationary period at the University. If the Human Resources department should reject the employee's request for an interview, the department must provide a letter of justification to the employee, indicating why the employee was not selected for an interview.

If an employee accepts a position at the same or higher level within the USM, all priority reinstatement rights will end.

Section 5. Administrative Leave

At the University's discretion, employees receiving a notice of layoff shall be permitted to use Administrative Leave for the 90-day notice period. Such permission shall not be unreasonably withheld.

Section 6. Earned Wages and Accrued Benefits

Employees who are laid off shall be entitled to receive, on the next regular scheduled paycheck after being laid off, all wages and any other benefits under this MOU to which the employee is entitled.

Section 7. Tuition Remission for Laid Off Employees and Dependents

Laid off employees and their dependents shall be able to continue receiving the tuition remission that they are currently receiving at the time of layoff for the semester in which the layoff occurs plus one additional semester following the effective date of the layoff.

Section 8. Furloughs

The USM or the Institution shall provide notice and an opportunity to discuss with AFSCME about any furlough plan before one is presented or implemented by the Board of Regents. The USM or the Institution shall engage in effects bargaining as a result of any planned furlough.

ARTICLE 8: WAGES AND SALARIES

a) During the term of this MOU, bargaining unit employees will be paid in accordance with the applicable exempt or nonexempt pay or salary structure.

b) The fiscal year for the USM and Institutions is, and shall continue to be, July 1 through the following June 30.

c) In addition to the items specified in this Article, all eligible bargaining unit employees will receive any other compensation (e.g., lump sum payments) authorized by the General Assembly through its annual budgeting process or awarded by the Governor or General Assembly by other action, so long as these actions are applicable to the USM Institutions.

Section 1. COLAs

In each year of this MOU, any cost-of-living adjustment (COLA) applicable to the USM and approved and funded by the General Assembly and Governor will be added to the base pay rate or salary of all covered exempt or nonexempt bargaining unit employees.

Section 2. Merit Pay Adjustments

(A) For Nonexempt Employees

In each year of this MOU, a 2.5% merit pay adjustment will be added to the base pay rate of all eligible nonexempt bargaining unit employees who receive a satisfactory performance rating in accordance with their Employer's performance evaluation system, provided that there is approval and funding by the General Assembly and Governor. If the merit pay adjustment would cause an employee's pay rate to exceed the maximum pay rate for the employee's pay grade or range, the employee's pay rate will be adjusted to the maximum of the pay grade or range and the remainder of the merit pay adjustment shall be provided in the form of a one-time, lump sum payment, subject to all applicable taxes and withholdings. The lump sum shall not be included in the employee's base pay. The lump sum shall be paid as soon as practicable following the effective date of the merit pay adjustment.

(B) For Exempt Employees

In each year of this MOU, a 2.5% merit pay adjustment will be added to the base pay rate of all eligible exempt bargaining unit employees who receive a satisfactory performance rating in accordance with their Employer's performance evaluation system, provided that there is approval and funding by the General Assembly and Governor. If the merit pay adjustment would cause an employee's pay rate to exceed the maximum pay rate for the employee's pay grade or range, the

employee's pay rate will be adjusted to the maximum of the pay grade or range and the remainder of the merit pay adjustment shall be provided in the form of a one-time, lump sum payment, subject to all applicable taxes and withholdings. The lump sum shall not be included in the employee's base salary. The lump sum shall be paid as soon as practicable following the effective date of the merit pay adjustment.

(C) Discontinuation of Merit Pool

The use of the merit pool for exempt employees is discontinued.

Section 3. Minimum of the Salary Structure

Effective July 1, 2024, the nonexempt salary structure for employees covered by this MOU shall be adjusted as follows:

- Increase the minimum of the nonexempt structure to $38,000,
- Implement a 3% range progression to the minimums of Pay Ranges 3-12 to offset salary compression created by the increase to the minimum, and
- Employees below the new minimums shall be moved to the minimum of their respective ranges.
- This change is not contingent on funding through the General Assembly.

Effective July 1, 2024, the minimum of each Pay Grade (I-V) on the exempt salary structure for employees covered by this MOU will be increased by 5%. Employees below the new minimums shall be moved to the minimum of their respective pay grades. This change is not contingent on funding through the General Assembly.

Section 4. Retention Increase

All bargaining unit employees with five (5) years of service or more within the USM shall receive an increase to their base wage or salary of 2.5% effective July 1, 2024.

All bargaining unit employees with five (5) years of service or more within the USM shall receive an increase to their base wage or salary of 1% effective July 1, 2025, provided that there is approval and funding by the General Assembly and Governor.

In the event the State provides a "make-up" step or similar increase (i.e., any step/increment or similar increase in addition to a regular step/increment for that fiscal year) to other AFSCME employees not in the bargaining units in FY27, the Institutions will provide an equivalent additional increase for AFSCME bargaining unit employees within the USM, provided that there is approval and funding by the General Assembly and Governor.

Section 5. Flat Increases

All bargaining unit employees shall receive a flat increase to their base wage or salary of $700 effective January 1, 2025.

Provided that there is approval and funding by the General Assembly and Governor, all bargaining unit employees shall receive a flat increase to their base wage or salary of $700 effective January 1, 2026.

Provided that there is approval and funding by the General Assembly and Governor, all bargaining unit employees shall receive a flat increase to their base wage or salary of $500 effective January 1, 2027.

Section 6. Joint Funding Efforts

a. Consistent with SPP § 3-501, the USM shall include in the FY 2025 supplemental budget request and the FY 2026 and FY 2027 budget requests to the Governor sums necessary to accommodate the costs of Sections 1, 2, 4, and 5 of this Article 7. The USM shall provide to AFSCME a copy of the budget request submitted to the General Assembly covering the bargaining unit employees. The parties shall work diligently with, and before, the General Assembly session and with the Governor to support funding of costs associated with implementing Sections 1, 2, 4, and 5 of this Article 7.

b. During the Maryland General Assembly's Legislative Session in each of the fiscal years of this MOU, the parties agree to work in conjunction and good faith to advocate for funding the costs of this Article before the General Assembly, the respective budget committees and Governor's office.

Section 7. Compensation Study

The USM will hire an outside vendor within the first year of this MOU to conduct a compensation study across the system. USM will provide the final report to AFSCME within thirty (30) days of the submission of the final report by the outside vendor. USM will bargain with AFSCME over the implementation of the results from the compensation study.

Section 8. On-Call Pay

The USM may periodically have a need to ensure that personnel are available to be called back to campus to meet situational needs. To accomplish this, departments may assign "on call" duty by seniority on a rotating basis from an existing list containing the names of all employees who have been designated for such "on-call" duty.

Employees assigned to on-call duty are required to be accessible if it is necessary for them to return to work. If, during the on-call period, unforeseen circumstances arise whereby the employee cannot be reached or is no longer able to respond, the employee must notify their supervisor immediately. The employee shall be removed from on-call status for that day for pay purposes unless they have previously responded during that same day.

Designated employees shall normally be assigned to on-call duty for a period of not more than seven (7) consecutive days (including holidays). Only employee classifications with 4 or more bargaining unit employees in the same job series may be placed into an on-call status. Management shall provide employees with a 30 day notice of when a job series shall be designated on-call. Upon designation of on-call status employees shall immediately be paid. An employee normally should confirm receiving an on-call notification within thirty (30) minutes from the time called with a report time within two (2) hours of being called. An employee who is assigned to on-call status and cannot be reached or does not respond within thirty (30) minutes of being contacted may be subject to disciplinary action and shall be removed from on-call status for that day for pay purposes unless the employee had previously responded during that same day. In instances where designated on-call employees cannot be reached or are unable to respond, the supervising authority may obtain the next most senior available qualified substitute from the list of on-call employees. Employees may swap and trade their time for on-call status.

Employees shall be notified five (5) workdays in advance of their assignment to on-call status.

An employee assigned to on-call status shall receive compensation for being on call in the amount of fifty ($50) dollars per 24-hour period weekday, sixty ($60) dollars per weekend day-and seventy ($70) dollars on each holiday plus appropriate wages for all hours actually worked consistent with all provisions of this MOU including but not limited to overtime and call back pay. On-call pay shall not be utilized in the calculation of overtime.

The establishment or existence of an on-call employee does not preclude the employer from seeking additional employees to respond to events on a voluntary basis. Overtime work associated with such a voluntary call back does not make an employee eligible for on-call pay. An employee is eligible for on-call pay only where the employer designates the employee as "on-call," and the employee meets the other conditions set forth herein.

Nonexempt Employees called back to work shall be credited with a minimum of three (3) hours of pay at the applicable rate, even if the time spent on duty is less than three (3) hours. This circumstance does not apply to employees who may be working overtime as a continuation of their normal hourly schedule. Any past practice allowing for a choice of cash payment or compensatory time shall continue.

Section 9. Call Back Pay

If a Nonexempt employee is called back to work for any reason after their regular shift then they shall be credited with a minimum of three (3) hours of pay at the applicable rate, even if the time spent on duty is less than three (3) hours. This circumstance does not apply to employees who may be working overtime as a continuation of their normal hourly schedule. Any past practice allowing for a choice of cash payment or compensatory time shall continue.

Section 10. Promotion

When an employee is selected for or promoted to a vacant position for which there has been a recruitment, the employee shall receive a pay increase at least equal to the minimum of the advertised pay range for external candidates or a 6% increase over their current pay level provided

the total new rate is within the pay range of the new position, whichever is greater. Nothing in the section shall prevent the employee receiving a pay increase in excess of the amount set forth in this section.

Section 11. Demotion

1. When an employee is demoted to a lower-paid position in their same department, either voluntarily or because of performance/conduct in the higher-paid position, the employee's pay may be reduced up to a maximum of six percent (6%) per pay level provided the total new rate is within the pay range of the new position.

2. When the demotion follows a promotion in the employee's same department, if the employee is returned to the position previously held, the employee's pay shall be returned to the same rate earned at the time the employee left that position, and shall be adjusted to provide COLA and/or merit increase(s) granted while in the higher pay range position (if any).

Section 12. Reclassifications

Employees or the employee's supervisor shall have the right to request a reclassification when the primary duties of the employee's position have significantly changed. The employee and supervisor shall work in concert to prepare an up-to-date job description within ten (10) calendar days of the request. Should the employee disagree with the description approved by the supervisor, the employee may submit a statement of differences to the HR and the supervisor within ten (10) calendar days of receipt of the updated job description. Once the materials are received, HR will complete the classification review and determine the appropriate classification for the position within thirty (30) calendar days of receipt of the statement of differences. A reclassification to a lateral position shall result in no salary increase. A reclassification to a higher level position shall result in a pay increase of at least 6%.

Section 13. Acting Capacity

Acting capacity pay is paid when an employee is appointed to a different position in a higher classification on a temporary basis. An employee must meet the minimum qualifications of the higher-level position, except that failure to meet minimum qualifications shall not be a barrier to receive acting capacity pay for time worked. The employee shall be eligible for acting capacity pay beginning on the 21st consecutive calendar day. The employee shall receive a pay increase of 6% and within the pay range. Upon conclusion of the acting appointment, the employee shall be returned to their former position. An acting capacity assignment may last no longer than one year. The employee's salary shall revert to the employee's last regular pay rate prior to the acting appointment plus any intervening pay adjustments applicable to the employee during the acting appointment.

Section 14. Accurate Compensation

In cases where the employer fails to properly pay an employee the employer shall be liable under Federal and State law for payroll errors and shall pay damages.

Section 15. Market Studies and Board of Regents Review

The USM will provide AFSCME with a copy of any recommendation to the Board of Regents to adjust pay and/or pay structures applicable to bargaining unit employees, including the biennial adjustment to the exempt or nonexempt pay structures, or other USM-wide compensation adjustments. Such copy, as well as any supporting report, shall be provided on the date of the Chancellor's Council meeting at which the recommendation is on the agenda.

Section 16. Other Work

Exempt full-time staff may voluntarily elect to perform duties that are unrelated to the employee's regularly assigned position in exchange for additional pay. The duties may be performed in a different, unit, college, or division, and the additional work must be performed outside of the employee's regularly scheduled work hours. The other work cannot conflict with the employee's regular duties. The Employer shall inform the employee of the amount of the additional pay when making an offer under this section.

Section 17. Overtime

a. All hours worked by a non-exempt employee beyond forty (40) hours in the regular workweek shall be compensated at the rate of one and one-half (1 1/2) times the employee's current hourly rate. Hours worked includes paid leave.
b. An employee working temporarily in an Acting Capacity Appointment in a higher non-exempt classification shall receive the hourly overtime rate applicable to the higher non-exempt classification.
c. If the employee's Institution has an established or negotiated compensatory time program, the employee may choose, at the employee's discretion, whether to be paid in overtime or compensatory time.
d. The Employer may not change employee schedules to avoid the payment of overtime.
e. Notwithstanding subsection (d), the Employer may change an employee's schedule with not less than 30 days' notice to avoid payment of overtime no more than two (2) times for one weeks' time in a fiscal year.

All hours worked under the overtime provisions of this MOU should be paid to the employee at the next regularly scheduled payday.

Section 18. Scheduled Overtime Opportunities

The Employer will make reasonable efforts to distribute scheduled overtime opportunities as equally as possible among all qualified employees within a specific job classification in their respective department. The Employer shall make a good faith effort to provide 48 hours' notice of scheduled overtime opportunities, however the parties recognize less notice may be provided due to operational necessity. The effort to distribute overtime equally will include procedures that give due regard to seniority including a published list which shall serve as the basis for awarding voluntary overtime. Involuntary overtime shall only occur where voluntary overtime is exhausted and involuntary overtime shall generally follow reverse seniority, i.e. be first imposed on junior employees. Overtime shall be assigned on a rotating basis from an existing list containing the names of all employees, in order of seniority, who have volunteered for overtime work within a

specific unit. If the employee accepts and works the overtime work, or if the employee rejects the overtime work, the employee's name shall be rotated to the bottom of the list.

ARTICLE 9: HEALTH AND WELFARE

Section 1. Maintenance of 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 USM, 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. When operationally feasible, the Union will be provided with fourteen (14) calendar days' notice of any additional benefit offerings subsidized by the Employer. Any reduction in benefits shall be negotiated with AFSCME with advance notice of any change.

Section 2. EAP Program

The USM Institutions shall make available to employees covered under this MOU an Employee Assistance Program (EAP). The program will be the same across the Institutions, with the exception of UMB and UMCP who will have, or reserve the right to have, their own comparable or better programs. All iterations of the program shall include (i) access to counseling, support, and/or interventions to address substance abuse addiction or gambling addiction; (ii) access to counseling for mental health and anguish; and (iii) a confidential service to help employees who face personal matters that adversely affect their lives. Participation in any program is totally voluntary and in accordance with EAP prerequisites and procedures. No employee shall be unreasonably denied access to EAP services for help with personal matters. An employee's job security and/or promotional opportunities shall not be jeopardized by an employee's participation in the EAP. No information regarding an employee's participation in the EAP program shall be released without the expressed written consent of the employee. Participation in the EAP shall be confidential.

ARTICLE 10: RETIREMENT

Employees covered by this MOU who are otherwise eligible may participate in the Maryland State (Employees' and Teachers') Retirement Systems, the Maryland State (Employees' and Teachers') Pension Systems, or the USM Optional Retirement Plan (applicable to exempt employees only), 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. In addition, consistent with the provisions of SPP § 30-301, bargaining unit employees, (i) who may become subject to this MOU due to a change from exempt to non-exempt employee status as a result of amendments to regulations governing the Fair Labor Standards Act or other laws, and (ii) who are participating in the USM Optional Retirement Plan immediately prior to such change in status, shall continue to participate in the USM Optional Retirement Plan if permitted by Maryland law. 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 11: TUITION REMISSION

The parties recognize the importance of Tuition Remission. Tuition Remission shall be available to bargaining unit employees, their spouses and dependent children consistent with the Employer's practices. Any substantial or material changes in Tuition Remission, as set forth in this Section, by the Employer shall be subject to applicable law.

The USM Office will establish a workgroup to review and discuss the tuition remission program for AFSCME covered employees, including applicable fees, with AFSCME. Each party may have up to six (6) representatives to participate in the workgroup. This workgroup shall convene no later than the third quarter of 2024 and shall complete its work by June 30, 2025.

ARTICLE 12: HOLIDAYS

Section 1. Recognized Holidays

The following are recognized as holidays, pursuant to the Employer Holiday Schedule denoting when the holiday is earned and observed. All holiday leave is accrued at the rate of eight (8) hours per holiday, adjusted to reflect the percentage of employment of any employee who is at least fifty percent (50%) but less than one hundred percent (100%).

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

Three (3) additional University Holiday Leave days are to be earned each calendar year and observed at the discretion of the Institution President or designee. Starting in the second full calendar year of the contract, there shall be one additional University Holiday Leave Day (for a total of four (4)).

The actual dates of observation for paid holidays and paid University holidays may vary from calendar year to calendar year at the discretion of the University. The current year's listing of observed dates for holidays may be found on the Department of Human Resources Website.

Employees covered by this MOU shall also earn any other holiday that is granted by the appropriate governing authority during the term of this MOU, including days declared by the Governor of the

State of Maryland or federal holidays declared by the President of the United States, except when a comparable day off has been granted by the Institution.

Normally, a holiday will be observed on the day on which it falls. However, when a holiday falls on a Saturday, the preceding Friday will be deemed to be the holiday. When a holiday falls on a Sunday, the following Monday will be deemed to be the holiday.

Holidays that need to be deferred in order to accommodate the academic year calendar shall be recognized and placed in the period of December 26 through December 31 of each year, in Spring Break, or in another period as designated by the Employer. In the event the Employer desires to designate holidays in another period, it shall provide the Union with reasonable advance notice.

Section 2. Holiday Pay

Nonexempt employees shall receive compensation at their regular hourly rate for every holiday observed. Full-time nonexempt employees shall receive eight (8) hours of pay for every holiday. Part-time nonexempt employees' pay shall be prorated accordingly. If a nonexempt employee is required to work on a mandated holiday, they shall receive holiday pay and compensation at the nonexempt employee's regular rate of pay for time worked that day, including overtime if applicable, or, either as required by the Employer or, if not, at the nonexempt employee's option may be provided a substitute holiday which shall be scheduled by Employer management and which shall be taken within ninety (90) calendar days of the holiday worked. Nonexempt employees may receive pay at their regular rate of pay in lieu of the substitute holiday at the request of the nonexempt employee subject to management approval. Nonexempt employees' requests for a substitute holiday shall not be denied except for business reasons as defined by shortage of staff or high-demand seasons.

Section 3. Substitute Holidays

Employees required to work a workweek other than Monday through Friday, or who work on a work schedule that includes Saturday and Sunday, who as a result thereof lose a holiday to which they would otherwise be entitled, shall be provided Holiday Leave scheduled either at the discretion of management in the department in which they work, or at the request of the employee subject to management approval.

Section 4. Holiday Termination Pay

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

ARTICLE 13: LEAVE

Section 1. Eligibility for Leave with Pay

All regular employees appointed to at least fifty percent (50%) of full-time basis are eligible to earn leave with pay at a rate proportionate to the individual's work schedule as defined in this Article. All leave pursuant to this Article shall be calculated at the rate of eight (8) hours per day for time earned, adjusted to reflect the percentage of employment of any employee who is at least fifty percent (50%) but less than one hundred percent (100%). If an employee works other than an eight (8) hour day, leave shall be used at a rate equivalent to the employee's scheduled hours.

Section 2. Annual Leave

From the first through the fourth month of continuous initial service, Annual Leave is not available for use, but is credited for record keeping purposes. All employees may carry- forward 60 days (480 hours) of leave from year-to-year. The employee shall receive payment at their regular rate of pay for all leave in excess of 50 days (400 hours) as of December 31 of each year, the use of which was requested but denied for business reasons. An Employer shall not deny the use of Annual Leave after it was approved in writing by a supervisor or a member of Employer management, except for legitimate business reasons and where the employee's services are necessary to the Employer's operations.

Employees making timely and periodic requests for leave shall not be denied the use of any Annual Leave during an entire calendar year, except for business reasons as defined by shortage of staff or high demand seasons.

When an employee is denied use of Annual Leave due to business reasons, the employee shall receive notice of such denial from their direct supervisor or manager within five (5) working days from the time the request is submitted.

Employees who have been granted annual leave may rescind their request for leave unilaterally at least 24 hours before the scheduled leave unless another employee has been scheduled to cover the employee's hours.

At the time of separation of employment due to retirement, resignation, or discharge, employees shall be allowed to cash out: (1) up to 50 days (400 hours) of Annual Leave carried over from the previous year plus any Annual Leave accrued but not used during the year of separation, (2) all accrued Compensatory Time (for non-exempt employees only), and (3) all earned but unused Holiday Leave.

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

Section 3. Annual Leave Accrual

(A) For Nonexempt Employees

Annual Leave for nonexempt bargaining unit employees shall be accumulated based on the following formula:

Years of Service	Annual Leave
Beginning with the Hire Date through completion of the 1st year:	14 days (112 hours)
Beginning with the 2nd year through completion of the 2nd year:	15 days (120 hours)
Beginning with the 3rd year through completion of the 3rd year:	16 days (128 hours)
Beginning with the 4th year through completion of the 4th year:	17 days (136 hours)
Beginning with the 5th year through completion of the 10th year:	18 days (144 hours)
Beginning with the 11th year through completion of the 20th year:	20 days (160 hours)
Beginning with the 21st year and thereafter:	25 days (200 hours)

(B) For Exempt Employees

Annual Leave for exempt bargaining unit employees shall be earned at the rate of 22 days (176 hours) of annual leave per calendar year, accumulated on a biweekly basis. Beginning with the 21st year of employment, annual leave shall be earned at the rate of 25 days (200 hours) per calendar year.

Section 4. Annual Leave Advancement

An employee may be advanced up to ten (10) days of Annual Leave with the advance approval of their immediate supervisor provided that no other leave appropriate for the reason for the absence is available to the employee. Such advancement cannot be obtained until the employee has paid back any borrowed Annual Leave. An employee cannot use this provision more than once per year. Use of advanced Annual Leave constitutes a debt for which payment shall be enforceable upon the employee's return to work or separation from employment, whichever is earlier. Upon return to work, the leave shall be repaid as the Annual Leave is earned. An employee may elect to pay back advanced Annual Leave by applying any earned leave or reimbursing the USM or University with cash.

Section 5. Leave "Cash Out"

In accordance with Section 1 of this Article 13, employees shall be allowed to cash out any amount of accrued Annual Leave, as set out in this MOU, and/or earned but unused Holiday Leave at the time of separation from employment due to retirement, resignation, or discharge.

Section 6. Sick and Safe Leave

Employees in the bargaining unit will earn paid Sick and Safe Leave at the rate of fifteen (15) workdays (120 hours) per year. Said Sick and Safe Leave is available for use only to the extent earned. Earned Sick and Safe Leave shall be cumulative from year-to-year without limit. Sick and Safe Leave shall be granted only when an employee is considered eligible consistent with Policy.

Section 7. Leave Usage Priority

When an employee reports that they are unable to work because of illness, injury, pregnancy and/or childbirth, or because they need to attend to a covered family member with such issues, the employee's accrued Sick and Safe Leave will first be utilized (if available for use). An employee who has accrued Sick and Safe Leave may choose to use other earned or accrued leave if the ability to use that leave will be expiring within the next ninety (90) calendar days. With supervisory approval, any type of leave may be substituted even where an employee still has Sick and Safe Leave available for use.

However, the use of other types of paid leave will not excuse the employee from providing medical substantiation for the absence where there is a continuing requirement for medical substantiation for absences due to illness, injury, pregnancy and/or childbirth.

Section 8. Contact With Supervisor During Absences

An employee who is absent for a period of five (5) weeks or more (unless hospitalized at that time), must leave contact information or a designee who can contact an employee during the absence. The supervisor or human resources representative may call, email or text an employee. However, in such cases, the employee is required to contact a designated human resources representative or a supervisor within five (5) business days from the date the supervisor leaves a message, emails or texts. Management and the employee shall make every effort to coordinate a return to work. The employee shall confirm the return to work date as requested by management within two (2) business days before the return to work date.

Section 9. Management of Absenteeism

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

B. Verification of Illness for Absences for Less than five (5) Consecutive Days. The University may require an employee to submit an original certificate of illness or disability for absences of less than five (5) consecutive days on the following conditions:

1. Where an employee has a consistent pattern within a twelve-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 for 12 months.

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

C. Procedures for Certification Requirement. Prior to imposing a requirement on an employee for documentation of sick leave use, under Section B above, the University shall orally counsel the

employee that future undocumented absences may trigger a requirement for certification of future occurrences of sick leave. If the employee has another undocumented absence after such counseling, the University may, subject to the concurrence of the Department of Human Resources, then put the employee on written notice that they must certify all sick leave usage for the next six (6) months if the undocumented absence accumulated in accordance with this Section. 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.

D. Verification may include but may not be limited to: A written statement from the medical provider (as listed in Section 4.E. of this Article) indicating that the employee is required to be absent from work due to illness; The duration of absence from work; Prognosis of employee's ability to return to work; Title and original signature of an accredited, licensed or certified medical provider; Documentation of the birth or adoption of a child, if sick leave is requested under Parental leave, and 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.

E. 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: Physician; Physical Therapist; Clinical Psychologist; Dentist; Oral Surgeon; Chiropractor; Podiatrist; Certified Nurse Practitioner; Certified Nurse-Midwife; Therapist or Licensed Certified Social Worker-Clinical.

Section 10. Religious Observance

Employees shall be allowed to use Personal Leave in order to observe a religious holiday or to attend ceremonies or acts associated with their religion. With 3 business days' notification, when predictable, to a supervisor, employees shall be allowed to use six (6) accrued Annual Leave days for these purposes as well. Employees may request additional Annual Leave days in accordance with the terms of this MOU.

Section 11. Military and War Leave

An employee who is a member of a State Defense Force, authorized by the U.S. Congress, and the state legislature, the National Guard, of the Army, Navy, Air Force, Marines, Space Force, or Coast Guard, and the respective reserve units thereof shall be entitled to a Leave of Absence for military training for a period of not more than (15) workdays (120 hours) in any calendar year without loss of pay or charge to any leave. Leave due to call-up to active military duty during a local, state, national, or international crisis or conflict shall be in accordance with the Policy.

Section 12. Jury Duty, Serving as a Witness and Court Proceedings

A Leave of Absence with pay shall be granted to employees for time spent in jury duty.

A Leave of Absence with pay shall be granted to employees, if the employee is subpoenaed as a disinterested witness in court proceeding, or is a party or a witness in a work-related administrative hearing, labor board hearing, arbitration, or formal disciplinary hearing/meeting, with USM or Institution officials.

Employees who are dismissed from jury duty or released as witnesses under any procedures listed in this Section will be expected to return to work for the balance of their scheduled workday when reasonable.

Section 13. Bereavement Leave

a. For the death of a close relative, the Department head or a designee, normally the immediate supervisor, shall grant the use of up to seven (7) 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) shall grant the use of up to at least ten (10) days of accrued leave for this purpose if requested by the employee.

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

c. The Department Head or designee (normally the immediate supervisor) may grant the use of up to at least five (5) days of accrued leave for reasons related to the death of the employee's or their spouse's cousins, aunt, uncle, nieces, and nephews.

Section 14. Administrative Leave

Employees in the bargaining unit may be permitted to use Administrative Leave with pay during emergency situations as defined by the USM BOR Policy, and for purposes considered in the best interests of the employee as approved by the Employer President or their designee. This includes but is not limited to bomb threats or violent threats to campus, weather related emergencies, power outages, lack of potable water at a work location, national mourning, a pandemic outbreak, or other danger or any other major situation where health and safety are at risk. Under certain circumstances the Employer may determine that operations can continue during emergency conditions.

Section 15. Leave of Absence Without Pay

Leave of absence without pay is not an entitlement. Eligible employees may request supervisory approval for a full or partial leave of absence without pay. Employees may request leave of absence without pay for up to a maximum of twenty-four (24) months. The request and approval of the leave of absence without pay shall indicate a specific start and end date. To be eligible, the employee shall: (a) be employed at least 50% of full time and for at least a year at the Institution; (b) have exhausted all accrued leave available and appropriate for the category of the absence; and

(c) not be involved in an active administrative or disciplinary investigation. Employees on an approved leave of absence without pay may elect to continue health care and other benefits, as permitted by law, at the full USM/University group coverage rates of the benefits, including the employee's share, the share of the cost normally paid by the University, and any additional administrative cost.

An employee who will not be returning to the Institution at the conclusion of a leave of absence without pay shall notify the immediate supervisor in writing as soon as practicable. Failure to provide written notification of intent to return from leave by two weeks prior to the end of the approved period of leave of absence without pay shall be interpreted as a resignation. Extensions of approved leave of absence without pay are not guaranteed simply because eligibility criteria have been met.

Section 16. Family and Medical Leave

Qualifying employees will be granted leave under the Family and Medical Leave Act (FMLA) in accordance with current Federal law and all applicable regulations, laws, and policies.

FMLA leave allows qualifying employees to take job-protected leave of up to twelve (12) weeks during a twelve (12)-month period. FMLA may only be used for qualifying medical reasons, including but not limited to, the birth of an employee's child, the employee's own pregnancy, care for the employee's child after birth, or placement for adoption or foster care; the serious health condition of the employee or a qualifying family member; qualifying exigencies related to active duty or call to active duty; or any other reason as provided in all applicable regulations, laws, and policies.

FMLA leave can be taken continuously or in separate periods of time. It is expressly understood that this Section provides highlights of existing FMLA policy and does not constitute the entire policy that is hereby incorporated by reference. Employees must comply with the FMLA policy's eligibility and usage requirements to be granted FMLA under the terms and conditions provided for under the policy.

The FMLA policy may be changed to conform with changes to the FMLA or any corresponding State or Federal law but may not otherwise be modified with regard to bargaining unit employees without first negotiating any proposed changes with the Union.

Section 17. Election Judge Leave

Employees may be eligible to take a leave of absence with pay, which may not be unreasonably denied, to serve as an election judge in general, primary and special elections. Employees shall be compensated at the same rate as other state employees if directed by the Governor.

Section 18. Release time for Job Interviews

Employees shall be allowed reasonable paid release time to attend job interviews for job opportunities within the University System of Maryland.

Section 19. Professional Development Day

Each bargaining unit employee shall be granted one (1) Professional Development Day (PDD) each calendar year. Employees shall submit requests for PDD directly to management. The Professional Development Day may not carry over from year-to-year. An employee may request such leave with at least five (5) work days' notice before the date for which leave is requested in accordance with established procedures. Leave under this Section shall not be unreasonably withheld provided it is business, work, or job related. If an employee's request cannot be met due to business necessity, which will only occur when the employee's department/office is suffering from shortage of staff, or when there is an extraordinary need for the work of the employee, an alternative date shall be scheduled and approved.

Section 20. Disaster Service Leave

Disaster Service Leave for employees covered by this MOU is governed by BOR Policy VII-7.26 and is subject to all terms and conditions set forth therein. The effects of any change to a controlling USM policy shall be bargained with AFSCME.

Section 21. Leave Reserve Fund

The Leave Reserve Fund (LRF) provides paid leave to full-time and part-time employees who become temporarily medically disabled or to care for an immediate family member who becomes temporarily medically disabled and for whom the employee is the primary caregiver (spouse, partner, child, parent, sibling, legal ward, grandchild, or grandparent).

To be eligible to be granted leave from the University System of Maryland LRF, an employee or someone on the employee's behalf must submit 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 USM;

B. Met the requirements to establish:

1) A temporary medical disability of the employee or immediate family member, and when the employee has a reasonable expectation of return to work, which is authenticated by a licensed or certified medical provider in accordance with established leave authorization procedures; and

2) Exhaustion of all available earned sick leave, annual leave, personal leave, compensatory leave, accumulated holiday leave, and any other type of accrued applicable leave and any paid leave available under the Family and Medical Leave Insurance Program.

In addition, each request shall specify the number of hours requested. The maximum number of hours which may be requested from the LRF shall not exceed 560 hours maximum over the course of the employee's employment prorated to FTE.

The Institution shall determine whether the requirements set forth above have been met, and, if so,

shall approve the request for the use of the LRF. The Institution reserves the right to request updated medical documentation every 60 calendar days. Employees may grieve and or appeal any denial of leave.

Section 22. Employee-to-Employee Leave Donation

Employees under this MOU have the right to donate their accumulated annual or sick leave to bargaining unit employees at their Institution who are faced with their own or immediate family member's serious health condition as defined by the Family and Medical Leave Act. The employee who donates their accumulated annual or sick leave must have a balance of at least 176 hours after the donation and may only donate up to a maximum of 96 hours per calendar year. The recipient of the donated accumulated annual or sick leave must:

1. Have at least 180 days of USM or State service; and
2. Have exhausted all earned leave.

Over the lifetime of an employee's career, an employee may receive not more than 800 hours of donated leave.

Employees granted accident leave or temporary total disability benefits by the Workers' Compensation Commission are not eligible to receive donated leave under this provision.

Any leave that is not used by the recipient shall be returned to the employee(s) who made the donation in the reverse order in which the donated leave was recorded.

Section 23. Accident Leave

General: Accident Leave is leave paid at two thirds (2/3) of the employee's regular pay and is granted to an employee who sustains an accidental injury if (1) it is determined to be compensable according to the Maryland Workers' Compensation Act, and (2) a physician examines the employee and certifies that the employee is disabled because of the injury. Employee Responsibility: An employee who sustains an injury or someone on the employee's behalf shall provide the following to the employee's supervisor or to Human Resources: a) Oral or written notice immediately after the injury occurs; and b) Within three (3) working days after the injury occurs, a physician's written certification that the employee is disabled by the injury. Accident Leave for employees covered under this MOU is governed by the USM Policy on Accident Leave. The effects of any change to a controlling USM policy shall be bargained with AFSCME.

Section 24. Leave for Union Business

AFSCME Maryland, through a Director or authorized designee, upon sixty (60) days' notice may request that a University, during the life of this MOU, grant up to two (2) employees per University in the bargaining unit an extended period of leave of absence without pay for up to one year to allow that employee to conduct Union business.

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 pursuant to this provision 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. 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. Under exceptional circumstances and on a case by case basis, the President 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 President or designee to be of benefit to the USM 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 by their choosing.

At the end of the extended leave of absence without pay, the employee may return to the position and work location they held at the time the leave was taken, or if no longer available, to an equivalent position with the same rate of pay and benefits.

Section 25. Release Time for Campus-Sponsored Committees and Work Groups

Employees shall be allowed paid release time (subject to operational needs) to serve as members of campus-sponsored committees or work groups to which they are appointed or elected.

Section 26. Personal Leave

Employees shall be credited with three (3) days (24 hours) of Personal Leave on January 1 of each year. Employees will be credited with one (1) additional day (8 hours) of Personal Leave in a leap year. Personal Leave is subject to approval of the employee's supervisor, which shall not be unreasonably withheld. Personal Leave shall not be cumulative from year-to-year so that unused Personal Leave at the end of a calendar year is forfeited and automatically contributed to the Leave Reserve Fund.

ARTICLE 14: DISCIPLINARY ACTIONS

Section 1. Progressive Discipline

The Employer subscribes to the tenets of progressive discipline, where appropriate, with the normal sequence of actions being:

1. Verbal reprimand;
2. Written reprimand;
3. Forfeiture of up to 15 days (8 hours per day) of the employee's accrued annual leave or suspension with or without pay;
4. Discharge from Employer service.

The Employer is not required to utilize all of the above-listed actions when administering progressive discipline.

Similarly situated employees will be treated similarly regarding the application of disciplinary actions, but mitigating circumstances will be considered.

Section 2. Disciplinary Actions

Disciplinary actions may include but are not limited to the following actions: verbal reprimand, written reprimand, forfeiture of up to 15 days (8 hours per day) of the employee's accrued annual leave, suspension with pay, suspension without pay, involuntary demotion, and termination. The Employer reserves the right to administer any discipline deemed necessary and appropriate by the Employer. No employee shall be disciplined without just cause.

Prior to the imposition of disciplinary action, the Employer shall investigate the alleged infraction and consider mitigating circumstances.

Section 3. Right to Union Representation

Whenever management 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 meetings, hearings, or formal or informal discussions between the Employer and 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 management without the presence of a Union representative.

The role of the Union representative during such meetings is to assist in the clarification of questions and otherwise advise the employee of their rights. However, it is the employee who must answer the questions posed to them as best as possible, and under no circumstances may the Union representative answer for the employee, dominate the meeting, or interfere with the Employer's investigating process.

Section 4. Timeframe for Issuance of Discipline

Except as otherwise required under applicable law (such as the Title IX process and case law), management shall issue discipline within thirty (30) days of the date management knows, or should have known, of an employee infraction. The timeframes may be extended upon mutual written agreement of the parties.

Section 5. Counseling Memorandums

A counseling memorandum is an instructional communication and as such is not considered a disciplinary action. Counseling memorandums shall be issued to employees in a confidential manner and should indicate to the employee the problem or areas of concern and what the employee needs to do to correct the issues. Within five (5) work days after receiving a counseling memorandum, an employee may submit a written response to the memorandum. The response shall be attached to the counseling memorandum to which the employee is responding.

Section 6. The disciplinary procedure set forth in Title 13, Subtitle 2 of the Education Article of the Maryland Code, as amended from time to time, sets forth certain processes, rights, and obligations. The procedure in Title 13, Subtitle 2 of the Education Article of the Maryland Code is set forth below, in part, for convenient reference.

§ 13-205 – Discipline; Rejection; Preliminary Hearings

Request for hearing and counsel

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

Answer and request for an investigation

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

Employees rejected on original probation

(c)(1) Rejection on Original Probation. Within 5 days of the notice of rejection, an employee who is rejected on original probation may file a written request with the president or the president's designated representative for a hearing. Within 20 days, if possible, after receipt, the president or the president's designated representative shall conduct a hearing. Within 15 days following the conclusion of the hearing, the written decision shall be rendered to the employee. If the hearing is timely requested and the rejection is upheld, step three of the grievance procedure is available. The appeal shall be submitted within 10 days after receipt of the written University decision. Rejection for cause is not required in the case of an employee rejected on original probation.

(2) Rejection on Promotional, Transfer, or Horizontal Change Probation. Within 5 days of receipt of the recommendation of the department head or chairman to reject, an employee who is promoted and then rejected within the probationary period for the new class and for whom a vacancy in the former class is not available may file an answer with the president or the president's designated representative and request an investigation of the proposed rejection. Within 20 days, if possible, after receipt, the president or the president's designated representative shall investigate the proposed rejection. The same rule applies to an employee who has completed a probationary period in one classification and makes a horizontal change to a new classification, and is rejected in the

new classification or who transfers to another department in the same classification and is rejected. Within 15 days following the conclusion of the investigation, the written decision shall be rendered to the employee. If the investigation is timely requested and the rejection is upheld, step three of the grievance procedure is available to the rejected employee. The appeal shall be submitted within 10 days after receipt of the written University decision.

Investigation of alleged infractions

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

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

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

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

Suspension without pay pending preliminary hearing

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

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

(3) The president or the president's designated representative shall conduct a preliminary hearing within 5 working days after the president or the president's designated representative receives in writing the request from the suspended employee for the preliminary hearing.

(4) The preliminary hearing shall be limited to the issues of:

(i) Whether suspension without pay is necessary to protect the interests of the University or the employee pending final disposition of the charges; and

(ii) Whether other employment and status alternatives should be considered.

(5) At the preliminary hearing, the employee may:

(i) Rebut the reasons given for the suspension;

(ii) Allege mitigating circumstances; and

(iii) Offer alternatives to the suspension, including:

1. Return to the position with pay;
2. Transfer to another position with pay; or

3. Suspension with pay.
(6) Within 5 days after the preliminary hearing is completed, the president or the president's designated representative shall render a written decision that is conclusive as to the issue of whether or not the employee may continue to work with pay pending the disposition of the charges.

§ 13-205.1. Removal, suspension, or demotion of regular full-time or part-time employee who is not on probation

Scope of section

(a) This section applies only to a regular full-time or part-time employee who is represented by an exclusive representative under Title 3 of the State Personnel and Pensions Article.

In general

(b) The University may remove, suspend, or demote a regular full-time or part-time employee who is not on probation only:

(1) For cause;

(2) On written charges; and

(3) In accordance with this subtitle.

Discriminatory personnel actions prohibited

(c) The University may not remove, suspend, or demote a regular full-time or part-time employee for any reason prohibited by § 2-302 of the State Personnel and Pensions Article.

ARTICLE 15: GRIEVANCES

Section 1. The grievance procedure set forth in Title 13, Subtitle 2 of the Education Article of the Maryland Code, as amended from time to time, shall be the dispute resolution procedure for grievances as defined therein, for other disputes as specifically provided for in this MOU, and for any dispute over the application or interpretation of this MOU. The procedure in Title 13, Subtitle 2 of the Education Article of the Maryland Code is set forth below, in part, for convenient reference. This procedure shall not apply to any matter subject to the Maryland Police Accountability Act (MPA).

Section 2. Statutory Procedure

§ 13-201. Definitions

In general

(a) In this subtitle the following words have the meanings indicated.

Day

(b) "Day" means, except as otherwise provided, a working day, Monday through Friday, regardless of work schedule, weekend work, or midweek days off.

Grievance

(c)(1) "Grievance" means any cause of complaint arising between a regular full-time or part-time employee and the University 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.

(2) "Grievance" includes, notwithstanding any other provision of this subsection, a cause of complaint arising under §§ 2-402 and 2-407 of the State Personnel and Pensions Article.

(3) "Grievance" does not include:

(i) Complaints on the general level of wages, wage patterns, fringe benefits, or other broad areas of financial management and staffing; or

(ii) Any cause of complaint by any employee who is not represented by an exclusive representative under Title 3 of the State Personnel and Pensions Article.

University

(d) "University", unless the context requires otherwise, means a constituent Institution of the University System of Maryland.

§ 13-203. Grievance procedures

In general

(a) If, following informal discussion with the supervisor, a dispute remains unresolved, the grievance procedure is available. There are three steps in the grievance procedure.

Step One of grievance procedure

(b)(1) Step One. Step one is the initiation of a complaint. Grievances shall be initiated within 30 calendar days of the action involved, or within 30 calendar days of the employee having reasonable knowledge of the act, unless these time limits are further delimited as stated in § 13-205 of this subtitle. Appeals within the grievance procedure shall be timed from receipt of the written opinion of management or from when such opinion is due, whichever comes first. An aggrieved employee or the employee's designated representative may present the grievance in writing to the department head or chairman or designee for formal consideration. If the grievance is presented to the department head or chairman or designee, within 5 days after the receipt of the written grievance a conference shall be held with the aggrieved or the employee's designated representative and within 5 days after the conclusion of the conference a decision shall be rendered in writing to the aggrieved or the employee's designated representative. If the aggrieved employee is not satisfied with the decision rendered at this step, the employee or the employee's designated representative may appeal in writing to step two within 5 days.

(2) Both employee and department head or chairman or designee shall continue to review the matter, either privately or with the help of others in the employee's immediate work unit who are directly involved in the grievance. Each department head or chairman or designee shall use judgment in keeping superiors informed of the status of each grievance and, if necessary, request guidance, advisory committees, or other assistance consistent with departmental policy. If either the employee or the department head or chairman or designee feels the need for aid in arriving at a solution, the campus personnel department may be requested to provide resource staff or any other available resource personnel may be invited to participate in further discussions. The addition of such participants does not relieve the department head or chairman or designee and the employee from responsibility for resolving the problem.

Step Two of grievance procedure

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

Step Three of grievance procedure

(d) Step Three. In the case of any still unresolved grievance between an employee and the constituent institution, the aggrieved employee, after exhausting all available procedures provided by the constituent institution, may submit the grievance to either arbitration or to the Chancellor who may delegate this responsibility to the Office of Administrative Hearings in accordance with Title 10, Subtitle 2 of the State Government Article. In either case, the appeal shall be submitted within 10 days after the receipt of any written decision pertaining to that grievance and issued by the constituent institution. If the grievance is arbitrated, the parties shall select an arbitrator by mutual agreement. If they are unable to reach a mutual agreement, an arbitrator shall be supplied by the American Arbitration Association by their procedures. Any fees resulting from arbitration are assessed by the arbitrator equally between the two 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.

Back pay awards

(e)(1) 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 year prior to the initial filing of the grievance.

(2) After a finding that wages were withheld in violation of §§ 2-402 and 2-407 of the State

Personnel and Pensions Article, the decision maker in a grievance procedure shall award the payment of damages in accordance with § 2-407 of the State Personnel and Pensions Article.

Coercion, discrimination, or reprisals against employee prohibited

(f)(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 System of Maryland 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.

§ 13-206. Initiation of grievances, hearings, arbitration, and appeals

Appeals to an arbitrator

(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.

Initiation of grievance

(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.

Consolidation of similar grievances

(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.

Employee complaint forms

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

Channels of communication and appeal understood by employees

(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.

Knowledge and permission of supervisor to engage in grievance handling

(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.

Filing of formal grievance

(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.

Record of grievance and disposition furnished to employee

(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.

Power of employee to obtain, change, or dismiss 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.

Exclusion of incompetent or irrelevant evidence or witnesses

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

Time limits for steps of grievance procedure

(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.

Responsibility of party to duplicate grievance form prior to filing

(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.

Start of grievance

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

Employee representation

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

Copy of grievance received by employee

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

Effort to resolve grievance at lowest possible level

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

Grievance hearings as open hearings

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

Exclusion of witnesses from hearing room

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

Election of procedure an agreement to abide by final disposition

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

Timeliness of grievance

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

§ 13-207. Sovereign immunity; payment

Defense of sovereign immunity

(a) 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 regular full-time and part-time 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 for satisfaction of awards or judgments provided in State budget

(b) 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.

Awards not satisfied to be reported to Comptroller

(c) 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.

Deadline for satisfaction of awards

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

Section 3. Conflicts

In the event that there is a conflict between this MOU and any Board of Regents bylaw, rule, guideline, or policy, or any institution bylaw, rule, guideline, or policy, this MOU shall prevail.

Section 4. Burden of proof

(a) Except as provided in section (b), and unless otherwise specified by applicable law or regulation, the grievant has the burden of proof by preponderance of the evidence in any grievance proceeding under Title 13, Subtitle 2 of the Education Article of the Maryland Code. The individual

or entity hearing the grievance, including the Office of Administrative Hearings, shall apply that standard of proof in appeals.

(b) In an appeal of any disciplinary action, and unless otherwise specified by applicable law or regulation, the employer has the burden of proof by preponderance of the evidence in any proceeding under Title 13, Subtitle 2 of the Education Article of the Maryland Code. The individual or entity hearing the grievance, including the Office of Administrative Hearings, shall apply that standard of proof in appeals.

Section 5. Grievance form

There shall be a single grievance form for all USM institutions. The grievance form shall be made available on the website of each institution.

Section 6. How to file grievance

As to Step 1, an aggrieved employee or the employee's designated representative may present the grievance in writing via email or hand-delivery to the department head or chairman or designee for formal consideration or to an individual/office designated by the Chief Human Resources Officer who will then route it to the appropriate person(s).

The Office of Human Resources of every institution shall accept grievances at Step 2 of the grievance procedure (per ED § 13-203) by email and hand-delivery to the Office of Human Resources. Each Institution shall set up an email address where Step 2 appeals may be filed. If the appeal is hand-delivered, the Office of Human Resources shall date stamp the form and provide a copy to the grievant.

Section 7. Nature of grievance

(a) Each party to a grievance shall make every effort to resolve the grievance at the lowest level possible. Each party to a grievance will endeavor to investigate, consider, develop, and discuss the issues underlying the grievance in steps 1 and 2 of the grievance. The parties commit to fully discussing their positions and the facts and evidence supporting such positions so that each party can make an informed decision on the appropriate resolution of the grievance under consideration.

(b) The grievance form shall indicate with specificity the alleged actions of the Employer that are the subject of the grievance. Where applicable, the grievance form shall include a citation to the provision of this MOU, and/or Employer rule, policy, or procedure allegedly being violated. Because the purpose of the initial steps is, in part, for the parties to investigate and develop the issues underlying the grievance, the text of the grievance form is not required to contain all of the factual and legal (or contractual or policy) issues that may be raised in and by the grievance.

(c) Issues of grievability and timeliness should be raised by management at the earliest opportunity.

Section 8. Hearing protocols – Steps 1 (Department Head or Chairman) and 2 (President's Designee)

Unless otherwise indicated, the following provisions apply to hearings at Step 1 or 2 of the grievance procedure, as set out in ED § 13-203(b)-(c).

(a) Either party may elect to record a hearing at Step 2 only.

(b) There is a preference for in-person hearings. The Employer will attempt to obtain the grievant's consent before converting a hearing to a remote hearing.

(c) The hearing officer shall schedule the hearing at a mutually agreed-upon time and place. The parties may agree to extend any deadline set out in ED § 13-203. The agreement shall be mutual and voluntary and in writing.

(d) Hearings shall be conducted with both parties present, unless the grievant or Employer representative fails to appear for the scheduled hearing without good cause. Grievants and their representatives shall be entitled to participate in and observe the entirety of the hearing at every step, including management's presentation of its case.

Hearing protocols – Step 3 (Chancellor - Arbitration or OAH)

(a) A grievance advanced to OAH will proceed under the Administrative Procedures Act and/or the Rules of Procedure of OAH as applicable.

(b) A grievance advanced to arbitration shall proceed under the applicable rules of the American Arbitration Association or such rules as the arbitrator directs.

(c) The Chancellor shall adopt and apply, as the final decision, the decision of the administrative law judge or the arbitrator. The Chancellor may, within fifteen (15) days of issuance, decline to adopt and apply the decision of an arbitrator for good cause expressed in writing to the parties.

Section 9. Hearing Attendees

Both parties may have more than one representative in meetings or hearings related to grievances at all steps of the grievance procedure. When the number of representatives exceeds two (2) (including an interpreter) the Union will provide notice to the University as to the reasons for the additional representative. However, in no case shall either party have more than three (3) representatives present, including the interpreter.

Section 10. Electronic Signatures

Electronic signatures shall be accepted at all points in the grievance procedure where a signature is necessary. Submissions supported by electronic signatures must contain the following: (1) the individual's name; (2) the individual's e-mail address, telephone number or other known contact information; (3) language that makes clear that the individual intends to sign electronically and attests to the accuracy of the document or documents which the individual has submitted; and (4) the date the electronic signature was submitted.

ARTICLE 16: PERSONNEL FILE

Section 1. Official Personnel File

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

Section 2. Access

An employee and, with the employee's written authorization, a representative(s) shall have the right to review their personnel files upon request with reasonable advanced notice, during normal business hours, with no loss of pay. Employees have the right to copy any documents in their file. The employee shall not be required to assume costs of copying. Alternatively, Human Resources may provide, upon request, digital copies of the files directly to the employee or their Union representative.

Section 3. Notification

From the effective date of this memorandum, any negative material to be placed in an employee's personnel file will be initialed and dated by the employee and a copy provided to him/her. If the employee refuses to sign, material shall be placed in the file with a note of the employee's refusal. The employee's initials indicate simply that they have seen the material and is not to be construed as agreement with its content. In addition, any derogatory material which is placed in an employee's personnel file without following this procedure will be removed from the file and returned to the employee.

Section 4. Anonymous Materials in Personnel File

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

Section 5. Rebuttal

Employees shall have the right to respond in writing and/or through the grievance procedure to any materials placed in their official personnel file. Any written response by the employee shall be appended to the appropriate document.

Section 6. Disciplinary documents

Disciplinary documents are active in employee files for up to eighteen (18) months. After eighteen (18) months, file documents cannot be used as grounds for moving an employee to a higher Step in Progressive Discipline. Nothing in this section shall require the University to remove any document from an employee's personnel file.

ARTICLE 17: PERFORMANCE EVALUATIONS

Employees shall receive performance reviews annually. Performance reviews of bargaining unit employees shall reflect ratings consistent with the Employer's performance evaluation system and shall be otherwise controlled by Policy concerning the Performance Evaluation Program.

An unsatisfactory performance rating per the Employer's performance evaluation system, by itself, is not intended to constitute a substitute for formal disciplinary action as described in this MOU to address performance issues. In cases where an employee has already successfully completed their probationary period (if any) for the position when they receive an unsatisfactory rating, it is generally expected that management and an employee will work (or have documented that they have already worked) collaboratively to attempt to improve the performance deficiency/deficiencies.

Evaluations shall be completed by a supervisor or manager who has served in that capacity for at least five (5) months. If the employee's supervisor or manager has not served in that capacity for at least five (5) months, feedback will be solicited by the employee's supervisor from the next higher-level supervisor or manager who has, or from Human Resources.

Any changes to the evaluation policy or procedure shall be bargained. Any unsatisfactory rating may be grieved.

ARTICLE 18: LABOR MANAGEMENT COMMITTEE (LMC)

Section 1. Institutional LMC

Each Institution and the Union shall establish a separate Institution Labor/Management Committee to identify issues of concern to either party and jointly identify solutions to resolve those matters affecting their respective campuses. The Committee shall also serve as a forum of discussion for any issues associated with implementing this MOU and other issues of campus-wide applicability to enhance the Labor Management relationship.

The Committee shall be comprised of up to twelve (12) members; up to six (6) representing the Institution and up to six (6) representing the Union. Such representatives shall be appointed by the respective Institution and the Union. There shall be six (6) meetings per year with at least one meeting including the Institution President. The parties may meet more or less regularly upon mutual agreement. Both parties may submit items for the agenda at least five (5) work days before any scheduled meetings. The agenda shall be distributed three (3) days in advance.

It is understood that the Committee, at the Institution level, does not have the power to negotiate, alter, or amend the terms of this MOU. The parties may come to agreements that can be reduced to side letters.

Section 2. LMC with USM

USM and AFSCME agree to meet to discuss matters of importance and urgency to both parties.

The participants at such meetings shall be comprised of up to twelve (12) members; up to six (6) representing the USM and up to six (6) representing the Union. Such representatives shall be appointed respectively by the USM and the Union with at least two (2) meetings including the Chancellor. There shall be up to four (4) meetings per year unless mutually agreed otherwise. Both parties may submit items for the agenda at least two weeks before any scheduled meetings. The agenda shall be distributed one (1) week in advance.

It is understood that the Committee shall not discuss pending individual grievances. The Committee, by mutual agreement, has the power to negotiate side letter agreements to this MOU and has the power, by mutual agreement, to refer a topic to an ad hoc committee of equal membership to address a topic and enter into a side letter agreement. Any agreements reached are only effective if in writing.

ARTICLE 19: HEALTH AND SAFETY

Section 1. General Duty

The employer and all employees covered by this MOU, shall comply with all health and safety provisions set forth in this Article and Agreement, as well as all safety rules and regulations established by the employer, as well as all applicable safety-related laws and regulations, shall furnish a workplace which is free from recognized hazards which may cause or are likely to cause death or serious physical harm, and shall provide each employee with a place of employment that is safe and healthful, and is free from each recognized hazard that is causing or likely to cause death or serious physical harm to the employee.

The Employer and the Union recognize the need for an effective health and safety program for the mutual benefit of employees and the Employer. The Employer recognizes the interest of the Union in the safety and health of campus communities and will act on recommendations made by the LMC with the mutual consent of both sides. The Employer further agrees to investigate, upon the request of the LMC, any conditions affecting the safety and health of the employees. The Employer agrees to comply with all applicable federal and State laws and regulations, including mandated trainings, and shall be guided by the recommendations of government agencies as applicable.

With regard to this Article, the Labor-Management Committee (LMC) created under this MOU, and any LMC established under an institutional MOU, shall review or recommend new or revised safety and health rules, discuss current safety conditions or problems and discuss laws and regulations concerning OSHA, MOSH (Maryland Occupational Safety and Health), and/or Federal and State regulatory agencies having appropriate jurisdiction over safety issues. Nothing in this article restricts the Union, or its members, from bargaining about health and safety issues with Institutions under this section, provided the issue is made known to the Union by Management, in which case the Union must raise any issue within seven (7) calendar days, and the parties shall meet within seven (7) calendar days.

Section 2. Cardiopulmonary Resuscitation (CPR) Training

Cardiopulmonary Resuscitation (CPR) Training as a general element of the first aid program and first aid supplies shall be readily available at the Institution's expense to employees.

Section 3. Weather-Related Conditions

With the exception of essential or mission-critical employees and unless the campus is under closure, delayed opening or early closure, non-essential employees at work, with notification to their supervisor, shall be allowed to stop work and utilize accrued Annual or Personal Leave as a result of potentially hazardous and/or weather-related conditions.

Section 4. Hepatitis B

Employees who have occupational exposure with blood and other potentially infectious materials shall be offered Hepatitis B Vaccination at the University's expense, unless the expense is covered by the employee's health insurance or workers' compensation. Employees who decline the vaccination must sign a Hepatitis B Vaccine Declination Statement. In accordance with CDC guidance, schools and departments may establish guidelines based on assessed risks of occupational exposure requiring as a condition of employment that employees have the Hepatitis B Vaccine.

Section 5. Communicable Diseases

Employees will be provided with information on all communicable diseases to which they may have routine workplace exposure. Annual training by a certified trainer shall be provided to educate employees in the area of recognition and prevention of such communicable diseases and blood-borne pathogens as established and required by OSHA/MOSH.

Section 6. Physical Examinations

The Employer shall pay for any physical examinations and necessary tests, as determined by a medical provider, when the health of an employee is affected by an on the job injury or exposure to potentially harmful physical agents, toxic materials, infectious agents or by physical assault, while on campus.

Section 7. Inspection by Governmental Agencies

Subject to approval by the inspector, an employee representative chosen by the Union shall be afforded the right to accompany a MOSH inspector or any other government inspector conducting an investigation or inspection on the premises of any Institution where such investigation directly affects bargaining unit employees. The University shall provide a copy of the final inspection or investigation report to AFSCME within two (2) business days after the report is received from the agency. The University shall affirmatively notify AFSCME of a known and scheduled investigation and/or inspection as soon as possible.

Section 8. No Retaliation

No retaliation or disciplinary action shall be taken against an employee solely 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.

Section 9. Health and Safety Training

The Employer shall be responsible for ensuring that employees receive training in order to carry out the day-to-day functions of their job requirements safely. Regular trainings on health and safety related issues may include but are not limited to tag in/tag out, OSHA hazard prevention training, MOSH trainings, PPE training, confined spaces training, chemical training, heat, and cold standards training, as well as others.

Section 10. Heat and Heat Safety

The USM and their Institutions will ensure safe work conditions consistent with applicable federal and state standards for employees working outdoors, including regulations issued by MOSH. When the heat index, as defined by the National Oceanic and Atmospheric Administration (NOAA), for the local campus area reaches 96 or above, the Employer shall monitor employees work outdoors or in unairconditioned spaces regularly and will make available cool water and appropriate reasonable breaks.

Campus wide notifications shall be sent out on days of dangerous heat and air quality.

Section 11. Air Quality

The USM and their Institutions will ensure healthful air quality in all buildings, offices, and spaces where bargaining unit employees work consistent with applicable federal and state air quality standards. Upon reasonable request, the employer shall conduct inspections to detect the presence of asbestos or any other health hazard, the results of which will be provided to the Union.

The employee shall report indoor air quality problems to the supervisor. The supervisor shall take action and use appropriate campus resources to evaluate such work areas within eighteen (18) hours of receiving the employee's report and, as a result, determine the proper course of action. The necessary course of action shall commence within thirty (30) hours.

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

On days when the Maryland Department of the Environment's (MDE) Air Monitoring Program issues a Code Orange alert, the employer will make available KN95 masks to employees working outdoors within the Code Orange geographic area. On days when the MDE's Air Monitoring Program issues a Code Red (or higher) alert, the employer will move outdoor activities indoors, if possible, limit staff time outdoors and make available KN95 masks to employees working outdoors. The employer and AFSCME shall explore additional measures to protect employees

from dangerous air quality.

Section 12. Asbestos and Mold Training

Any employee required to work with or around asbestos and mold shall be provided the proper training and personal protective equipment. A certified trainer shall conduct any trainings. All employees who perform any type of maintenance, cleaning, construction, environmental or safety work shall be required to attend. For employees who do not work a standard 9-5 shift, a training will be provided during their regularly scheduled shift.

Section 13. Reporting Unsafe Conditions

When an employee has a reasonable good faith basis to believe that the performance of an assigned task will subject them to serious injury or death, they shall report it to their immediate supervisor. After exercising all reasonable options, including consulting with their supervisor's supervisor, when possible, and there is no reasonable alternative or solution to prevent risk of serious injury or death, the employee may choose not to perform the task. In such cases, Management shall not interpret the actions of the employee as neglecting their duties and no retaliation of any kind, including disciplinary action, shall apply against the employee. In all cases, the employee shall report any unsafe or dangerous conditions to a supervisor immediately after confronting a dangerous or unsafe working condition.

Section 14. Asbestos

When an asbestos hazard is discovered, all affected employees shall be immediately notified of the existence and location of the hazard and the University shall take precautionary measures to protect the employees from exposure. The University shall conduct periodic inspections to detect the presence of asbestos and shall provide updates to the Union. Employees who have not been trained and/or do not have proper PPE shall not work in an area with asbestos.

Section 15. Asbestos Removal

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

When the asbestos removal and abatement is needed for dormitories or other large buildings then a certified asbestos removal, abatement and encapsulation company will be hired by the University.

Section 16. Reproductive Hazard

Any pregnant employee assigned to work in an environment that may be harmful to the pregnancy or to the fetus may request reassignment to alternative work, at equal pay, within their department. The employee may be required by the Human Resources Department to provide documentation from a physician.

Management shall assess the request and the situation, utilizing appropriate campus resources, to

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

Section 17. Bloodborne Pathogens and Disease Transmission

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

Section 18. Accident Inspections and Release Time

When the University is required to notify MOSH, OSHA or any similar jurisdictional agency of an accident involving a bargaining unit employee, it will also notify the Union within forty-eight (48) hours of the accident. In such cases, a bargaining unit employee who is designated by the Union may be present during the Agency inspection of the accident site, with permission of the inspector. The University shall provide reasonable release time for such inspections.

Section 19. Employees' "Right to Know"/Notification of Dangerous Environments

In a case of life-threatening hazards at the worksite or facility including but not limited to a chemical spill, radiological issues, widespread health emergency or outbreak, the University shall notify the Union of the hazard at the worksite or facility as soon as practicable via phone and email. The University shall provide the location(s) of exposures and account for all employees.

Section 20. Safety Glasses

For those employees whose primary duties require the wearing of safety glasses as part of their personal protective equipment, as determined by the University and pursuant to applicable safety code(s), the University shall make non-prescription safety glasses available at the work site and provide prescription safety glasses every two (2) years, if needed.

Section 21. Personal Protective Clothing and Equipment

Universities shall assess their workplaces to determine if hazards are present, or are likely to be present, and shall advise its employees about the protective clothing and equipment that must be used in order to avoid dangers or hazardous conditions.

The University shall purchase all personal protective clothing and equipment and make it available to employees as necessary.

Section 22. Eye Wash Stations and First Aid Kits

Employers are required to provide, within the work area for immediate use, suitable facilities for quick drenching or flushing of the eyes and body where employees may be exposed to injurious corrosive materials in accordance with 29 CFR 1910.151(c).

Section 23. Safety Shoes

Where an employee's duties require the wearing of safety shoes as part of their OSHA or MOSH PPE standards, the University shall provide employees with free shoes or an allowance of no more than $300 towards the purchase of such shoes.

Employees also have the option of purchasing industry standard safety shoes from a vendor of their choice. Employees utilizing this option shall purchase shoes during off-duty hours. The University will reimburse the employee up to $300 upon receipt of a Request for Reimbursement form and an original vendor receipt. As shoes become in a state of disrepair due to normal wear and tear, the employee shall be eligible for replacement using the above stated guidelines as long as replacement is not necessitated by improper care and /or maintenance of shoes.

ARTICLE 20: TRAININGS

Section 1. Speakers of Other Languages (ESOL) Classes

The Employer shall provide employees with information regarding resources for access to in-person or virtual courses in English to Speakers of Other Languages (ESOL) which are provided by the Employer or a partnering organization. By December 31, 2024, the Employer shall have in place an ESOL program or partnership to aid non-native English speakers. Each such program or partnership shall be of no expense to eligible employees. Every reasonable effort will be made to have the program on such a schedule and at such times as will be convenient and accessible to eligible employees. Notices of such classes shall be posted on the human resources website.

Section 2. Computer, Internet, and Technology Classes

The Employer shall provide employees with information regarding resources for access to available in-person or virtual classes to learn how to use or how to better use computers, the internet, and improving technology for professional development purposes. The Employer shall charge no fee for employees to attend such classes. Every reasonable effort will be made to have the program on such a schedule and at such times as will be convenient and accessible to eligible employees. Notices of such classes shall be posted electronically on the human resources website.

Section 3. Reading and Writing Classes

The Employer shall provide information regarding resources for access to in-person or virtual remedial classes for reading and writing to any bargaining unit employee who wishes to improve their proficiency in these subjects. The Employer shall charge no fee for employees to attend such classes. Every reasonable effort will be made to have the program on such a schedule and at such times as will be convenient and accessible to eligible employees. Notices of such classes shall be posted on the human resources website according to the usual process for posting courses of this type at the Employer.

Section 4. Job-Related Training

In addition to the job-related training set out in other areas of this MOU, eligible employees may receive authorized paid time for professional development at the discretion of the Institution.

ARTICLE 21: BREAKS AND FACILITIES

Section 1. Breaks for Non-Exempt Employees and Exempt Employees

a. Each USM Institution shall provide for two (2) paid duty-free work breaks of fifteen (15) minutes each for all employees working seven (7) hours or more per day. Employees working at least four (4) hours but less than seven (7) hours per day shall receive one paid duty-free work break of fifteen (15) minutes. Work breaks shall be included in the calculation of hours worked per day for non-exempt employees. Employees may combine their breaks, including their lunch breaks at their discretion; breaks may not be combined to allow an employee to arrive late or leave early.

b. Exempt employees may take breaks as coordinated between the employee and immediate supervisor.

Section 2. Lunch Break

a. Non-exempt Employees working six (6) hours or more shall have a duty-free lunch break of at least thirty (30) minutes. Employees shall be allowed to combine breaks and lunch time.

b. Exempt employees may have a duty-free lunch break.

Section 3. Water and Restroom Facilities

Sanitary drinking water will be available to all employees and all employees will have access to restrooms in reasonable proximity to their place of employment.

Section 4. Eating Areas

For employees who have a meal break, the Employer will provide employees with an area suitable for eating in reasonable proximity to their work area where possible. Employees shall not be permitted to eat in uninhabitable areas.

ARTICLE 22: EMERGENCY CLOSURE AND ESSENTIAL EMPLOYEES

Unless instructed otherwise by their supervisor, employees designated as "essential" and/or "mission critical" are required to report to work as assigned during an emergency condition as defined in Policy, including during a period of Governor-declared public health emergency.

A closure is defined as a cessation of an essential function of the Institution that substantially disrupts regular campus business and may occur at any time of day or on weekends or holidays.

An emergency condition or closure can be the result of the following but not limited to weather, hazardous conditions, communicable disease outbreak, public health emergencies, bomb threats, threats of violence, violence on campus or in the surrounding community, lack of potable water,

lack of electricity, and other environmental hazards.

An emergency condition or closure may be declared by the Chancellor or an Institution President, taking into consideration declarations made by the President of the United States; the Governor of Maryland or their designee; a county, town, or municipality chief executive (mayor, etc.).

Essential and/or mission critical employees who are required to perform duties on-site after an emergency closure has been declared shall be compensated at their regular rate of pay for all hours worked including applicable overtime. Additionally, those employees shall receive administrative leave or cash payment equivalent to the Administrative Leave granted to non-essential and/or non-mission critical employees who are released from the same facility.

Emergencies shall be declared at the earliest possible time to take into consideration 24/7 operations, overnight shifts, non-standard workdays, and the access of employees to public and or campus transit. The notice of the state of emergency or closure shall be posted on University controlled social media, the University websites, and via email and text to all employees at the University(ies) where the emergency is declared. The University(ies) at which an emergency is declared shall also notify AFSCME Council 3 about the nature of the emergency and the plans of the University.

When employees must stay overnight and/or cannot safely leave the University facilities during a state of emergency or closure, the University shall make available secure and habitable facilities, including access to safe ventilation, temperature controls for both air conditioning and heat, and food and potable water shall be provided by the employer. Additionally, the employer shall ensure safety and access to proper secure restrooms are also available.

ARTICLE 23: EMPLOYEE PRIVACY

AFSCME and the USM recognize bargaining unit employees retain rights to workplace privacy and agree to protect workplace privacy consistent with the current judicially recognized standards of workplace privacy and Maryland Wire Tap laws.
The parties agree that surveillance equipment will not be installed in restrooms and locker rooms reserved for the exclusive use of employees.

Section 1. Video Surveillance

Video surveillance shall be employed solely for safety and security purposes, including utilization of surveillance footage in the disciplinary process. The Employer is required to inform the Union prior to the installation of new video surveillance equipment with the capability to observe employee workstations, unless related to a criminal investigation.

Section 2. Social Media

The Employer shall not compel access to employees' private social media account(s). In the event that an employee declines to provide access, their refusal shall not be considered as an act of insubordination, nor will the employer otherwise retaliate against the employee for not providing private social media content. The employer recognizes that employees retain certain rights to freedom of speech and will not take disciplinary action that violates an employee's right to

protected First Amendment speech on social media.

Section 3. State-Issued Property

The Employer retains the right to install and employ GPS or similar technology on State-owned property including, but not limited to, vehicles, computers and smart phones. Real-time GPS tracking technology may only be utilized during an employee's on-duty time with the exception of state-owned vehicles which may be tracked at anytime. The USM retains the right to access and examine all historical GPS tracking data, when a valid business purpose, such as a disciplinary investigation, necessitates such a review.

Section 4. Miscellaneous

The Employer will not track or access employee-owned data regarding their activity, fitness, and/or health which may be developed through employee-owned smart watches, or fitness devices.

ARTICLE 24: PARKING

Each Employer, at its sole discretion, may increase parking fees on August 1 in each of FY25, FY26 and FY27. Each increase is limited to the Consumer Price Index for All Urban Consumers (CPI-U) for the Baltimore area for the prior 12 months as last reported by the U.S. Bureau of Labor Statistics (BLS) before the respective August 1.

There shall be no increase in parking fees in FY25, FY26, and FY27 for those bargaining unit employees who earn $55,000 or less per year.

ARTICLE 25: MISCELLANEOUS

Section 1. Childcare Assistance

Within six (6) months of the execution of this MOU the USM shall establish a workgroup with equal numbers management and Union representatives to consider potential methods of childcare assistance.

Section 2. Changes to Minimum Qualifications

If the minimum qualifications for a job title are changed to meet legal requirements (i.e., to have a license or certification), continued employment in the-job title is conditioned on an Employee meeting the new minimum qualifications, unless otherwise provided by law. Employees occupying jobs where the minimum qualifications have changed to meet legal requirements will be provided with the necessary training as determined by management to allow them to successfully meet the new minimum qualifications. Training will take place during work time. Reasonable costs associated with the training will be paid by the Institution. Employees may seek reimbursement for reasonable travel costs associated with any required training in accordance with existing Policy.

When minimum qualifications are changed for other reasons, current employees shall be given advanced notification, reasonable access to accommodations and training in order to maintain their current position.

Section 3. Copy of Job Description

Upon initial employment and upon each change in job classification, each full-time or part-time bargaining unit employee shall be notified in writing and furnished a copy of their job description. As new bargaining unit job descriptions are implemented and existing descriptions revised those shall be sent to, or made available to AFSCME. At any time, an employee may request a copy of their job description and shall receive it from the employer within five (5) days.

Section 4. Workplace Bullying

The parties understand and acknowledge that bullying in the workplace is a serious matter that will not be tolerated. Employees shall not intentionally engage in persistent, severe, or pervasive behavior toward another employee that a reasonable employee would find malicious, degrading, intimidating, or threatening.

Section 5. Reassignment of Regular Exempt Staff Employees

Exempt employees shall only be reassigned to a position for which they meet the minimum qualifications. Such reassignment will be preceded by thirty (30) days' notice with an explanation for the reassignment, which notice shall be copied to highered@afscmemd.org. No reassignment may result in loss of pay. An employee who is notified of a reassignment may request a meeting with the official directing the reassignment, which request will not be denied.

Section 6. Secondary Employment

Except as provided under applicable law, or applicable terms of a grant or contract, the USM and Institutions shall not dictate any terms or conditions on secondary employment outside of the USM.

Section 7. Drug and Alcohol Safe Workplace

The USM is committed to maintaining a safe workplace that is compliant with applicable laws. The following are prohibited activities under this article on all premises owned, operated or controlled by the USM and its Institutions:

1. the unlawful possession, use, distribution, dispensation, sale or manufacture of illegal drugs or controlled substances by employees;
2. the use by employees of any prescription drug in a manner inconsistent with its medically prescribed, intended use, or under circumstances where such use is not permitted;
3. reporting to work or working under the influence of drugs or alcohol by covered employees; and
4. hiring anyone who is known to currently abuse drugs or alcohol who is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program.

Section 8. Cannabis

USM and the Institutions shall comply with Executive Order 01.01.2023.16. The employer may not discipline an employee solely for legal off-hours consumption of cannabis.

Section 9. Contingent II Conversion

All existing contingent II employees performing work that would be considered bargaining unit work (1) who have two or more years of service at a USM Institution as of July 1, 2024, and who have not had a break in service of more than three months, and (2) those who reach two years of service after July 1, 2024 and who have not had a break in service of more than three months provided that there is approval and funding by the General Assembly and Governor, and, in both cases, who are eligible for conversion under Policy existing at the time of ratification of this MOU, shall be given the opportunity to be converted to regular status/merit/pinned status. If the choice is made to be converted, the person will be moved into AFSCME covered bargaining units by July 1, 2024, or within a reasonable amount of time from their conversion, so long as their position is properly included in the bargaining unit.

Contingent employees who convert to a regular status position covered by the bargaining unit shall be given credit for service in the contingent position for the purpose of establishing annual leave and seniority rights. No contingent employee who converts to a position covered by the bargaining unit shall suffer any loss in pay of the base amount, unless the base amount has been grossed up to permit the employee to purchase any benefits (any such grossing up shall be set out in writing to the person, along with basic information on the benefits afforded to regular employees so that the person may make an informed decision about conversion). The base amount in this case is not the base of the pay range or pay grade, but the base amount in the employee's most recent contract exclusive of any other compensation. Fringe benefits to newly converted employees shall be no less than for any incoming regular USM or University bargaining unit employee.

Those employees who are converted to regular status will have their contingent time served in the current position counted towards their probationary period.

The parties shall work diligently with, and before, the General Assembly session and with the Governor to support funding of costs associated with implementing the costs associated with the conversion process.

The USM and individual Universities shall provide new employee orientation for converted contractual employees.

Additionally, the USM Office will arrange to study (report census, cost, areas of use, etc.) with participation by AFSCME, the topic of all contingent employment and to issue a report by 1/15/25.

ARTICLE 26: DURATION

Section 1.

This Memorandum of Understanding shall remain in full force and effect from July 1, 2024 until June 30, 2027, provided this Agreement has been ratified by the Union and the Board of Regents of the University System of Maryland by July 31, 2024.

Section 2.

Should either party desire to renew this MOU, they may do so by providing written notification of its intent to do so to the other party at any time prior to one month before its expiration. After notification is provided, the parties shall then commence negotiations for a successor MOU, during the last year of this MOU at dates and times agreed to by the parties.

Section 3.

No provision of this MOU shall operate as a waiver of either Party's right to request bargaining during the term of this Agreement over permissible matters of bargaining. The parties may negotiate concerning such subjects by mutual agreement.

Section 4.

This MOU is subject to all applicable laws. Should any part of this MOU be declared unenforceable or in conflict with applicable law by the decision of a court or administrative body of competent jurisdiction, the remainder of the MOU shall remain in full force and effect.

For the University System of Maryland
Chancellor Jay A. Perman, MD

8/2/24
Date

For the American Federation of
State, County, & Municipal Employees,
AFL-CIO, Council 3
Patrick Moran, President

8/2/24
Date

For the American Federation of
State, County, & Municipal Employees,
AFL-CIO, Council 3
Stuart Katzenberg, Director of Collective Bargaining
and Growth

8/2/24
Date

Aminta H.Breaux
Aminta H.Breaux (Jul 11, 2024 20:25 EDT)
For Bowie State University

07/11/2024
Date

Anthony Jenkins (Jul 16, 2024 12:31 EDT)
For Coppin State University

07/16/2024
Date

Albert A. Delia
For Frostburg State University

07/11/2024
Date

Kurt Schmoke	07/11/2024
For University of Baltimore	Date
Bruce E. Kimely	07/19/2024
For University of Maryland, Baltimore	Date
Valerie Sheares Ashby (Jul 11, 2024 13:57 EDT)	07/11/2024
For University of Maryland, Baltimore County	Date
	07/16/2024
For University of Maryland, College Park	Date
Heidi Anderson (Jul 11, 2024 12:12 EDT)	07/11/2024
For University of Maryland Eastern Shore	Date
Gregory Fowler Gregory Fowler (Jul 13, 2024 11:49 EDT)	07/13/2024
For University of Maryland Global Campus	Date

July 31, 2024

Board of Regents Ratification Date

AFSCME Maryland Bargaining Team Members

Jontae Thomas, BSU
Jaqueline Collins-Smith, BSU
Kevin Carr, CSU
James Brown, CSU
Melanie Lombardi, FSU
Cody Parson, FSU
Linda Steele, FSU
Alvin Beeman, FSU
Claudette Booth, UB
Stephanie Lee, UB
Angela Webb, UMB
Sheila Johnson, UMB
Charles Burrell, UMB
Debbie Michaels, UMBC
Clint Stevens, UMBC
Eric Gregory, UMCP
Warren Pointer, UMCP
Jeff Fiory, UMCP
Zuly Hernandez, UMCP
Dionne Williams, UMCP
Saul Walker, UMCP
Warren Roberts, UMCP
Todd Holden, UMCP
Patrick Trujillo, UMCP
Dawn Jackson, UMCP
Jeanne Pekny, UMCP
Krista Bulley, UMGC
Deborah Robinson, UMES
Quiana Tilghman, UMES
Sheila Curtis, UMES
Relford Matthews, UMES
Sally Davies, UMGC Retiree

Appendix A – Established Classifications Within Each Unit

*Current as of June 1, 2024; inclusion or exclusion from the bargaining unit is based on the essential duties and responsibilities assigned to the position.

Bowie State University

Exempt

ACADEMIC ADVISEMENT SPECIALIST
ACADEMIC ADVISING SPEC.
ACADEMIC RECORDS SPECIALIST
ACTING DIRECTOR/ ACADEMIC COMP
ADMISSIONS COUNSELOR
ADMISSIONS COUNSELOR II
AQUATICS COORDINATOR
ARTICULATION COORDINATOR
ASSESSMENT SUPPORT SPECIALIST
ASSOCIATE DIRECTOR
ASST DIR, ADMISSIONS RECRUIT
ASST DIR-PLANNING,DESIGN & CON
ASST MENS BASKETBALL COACH
ASST. DIR. SCHOLARSHIP/GRANTS
BIOLOGY LAB TECHNICIAN
CLINICAL PLACEMENT COORDINATOR
COMMUNICATIONS SPECIALIST
COORD ASSESSMENT & ACCREDITATN
COORD, LITERACY & LANG CENTER
COUNSELING SERVICES SPECIALIST
COUNSELOR/COOR.SENIOR COUNSELI
DEVELOPMENT ADMIN COORD
DEVELOPMENT SPECIALIST
DIGITAL COMMUNICATIONS SPEC
DINING SERVICES COORDINATOR
ENROLLMENT SERVICES COORD
ENROLLMENT SERVICES SPEC
FINANCIAL AID OPERATIONS SPEC
FINANCIAL AID SPECIALIST
FINANCIAL LITERACY COORDINATOR
GENERAL EDUCATION ASSESSMENT
GRAD CLINICAL PLACEMENT COORD.
GRADUATE ADMISSIONS
GRADUATE ADMISSIONS SPECIALIST
GRADUATE ENROLLMENT SPECIALIST
GRANTS & CONTRACT ACCOUNTANT
GRANTS & CONTRACTS MANAGER
GRANTS PROGRAM ASSOCIATE
GRANTS PROGRAM SPECIALIST
INTERIM DIRECTOR
INTERIM DIR, ADVISEMENT CENTER

JUNIOR COUNSELOR
MARKETING PROJECT MANAGER
MEDIA TECHNOLOGIST
MILITARY/VETERANS SPECIALIST
NURSE PRACTITIONER
NURSING ASSESSMENT COORDINATOR
NURSING STUDENT ACADEMIC ADVIS
PHILANTHROPY OFFICER
PROJECT MANAGER
RESIDENT DIRECTOR
RETENTION COORDINATOR
SEXUAL ASSAULT & HEALTH ED
SIMULATION COORDINATOR
SR. GRAPHIC DESIGNER
SR. PHOTOGRAPHER/MULTIMEDIA
SR. XFER ADMISSIONS COUNSELOR
SR.PROJECT MANAGER
STUDENT ACCOUNTS COUNSELOR
SYSTEMS ADMINSTRATOR
SYSTEMS ANALYST, FINANCIAL AID
TESTING/DATA ENTRY SPECIALIST
TRANSFER ENROLLMENT SPECIALIST
UNDERGRAD ADMISSION SPECIALIST
WEB CONTENT SPECIALIST
WRITING CENTER SPECIALIST

Nonexempt
ACCOUNTING ASSOCIATE
ACCOUNTING ASSOCIATE II
ADMIN ASSIST I
ADMIN ASST II
ADMINISTRATIVE ASSISTANT I
ADMINISTRATIVE ASSISTANT II
ASST MANAGER STUDENT CENTER
AUTOMOTIVE SERVICES MECHANIC
CASHIER
CLINIC COORDINATOR
CORPORATE PURCHASING CARD COOR
DATA & GIFT PROCESSOR
DRIVER
DRIVER/PASSENGER VEHICLE LEAD
ELECTRICIAN
EVENT TECHNICIAN
EXECUTIVE ADMIN ASSISTANT
EXECUTIVE ADMIN ASSISTANT I
FACILITIES SPECIALIST

GIFT PROGRAM SPEC
GROUNDSKEEPER
GROUNDSKEEPER LEAD
HELPDESK TECHNICIAN
HVAC CHIEF
LANDSCAPE TECHNICIAN
LIBRARY SERVICES SPECIALIST
LOCKSMITH
MT MAINTENANCE MECHANIC
MT MECH TRADES CHIEF I
MT MULTI TRADES CHIEF I
MT MULTI-TRADE CHIEF III
MT. MECHANIC TRADES LEAD
MULTIMEDIA ASSISTANT
MULTIMEDIA PRODUCTION TECH
MULTIMEDIA TECHNICIAN
OFFICE CLERK I
OFFICE CLERK II
PHYSICAL SCIENCE TECHNICIAN II
POLICE COMMUNICATION SUPV
POLICE COMMUNICATIONS OPERATOR
POSTAL SERVICES PROCESSOR
PROG MANAGEMENT SPECIALIST
PROGRAM ADMIN SPECIALIST
SECURITY GUARD
STOREKEEPER II
STOREKEEPER III
SWITCHBOARD SYSTEM SPECIALIST
TELECOMM VOIP SPECIALIST
TELEPHONE SERVICES SUPERVISOR
UNIVERSITY SCHEDULER
WORK CONTROLLER

Coppin State University
Exempt
ADVISOR, STUDENT
COORDINATOR
COUNSELOR, ADMISSIONS
COUNSELOR, FINANCIAL AID
PERFORMING ARTS SPEC
SPEC, AUDIO VISUAL
SPEC, CLIENT SERVICES
SPEC, IT PERSONAL COMPUTERS
SPEC, PROGRAM
WEB SERVICES DEVELOPER

Nonexempt
ACCOUNTING CLERK I
ACCOUNTING CLERK II
ADMIN ASST I
ADMIN ASST II
BUYER I
CARPENTER
COLLECTIONS SPEC
GROUNDSKEEPER
LIBRARY SERVICES ASSISTANT
LIBRARY SERVICES SPECIALIST
LIBRARY SERVICES TECH
LIBRARY TECH III
LOCKSMITH
OFFICE CLERK I
OFFICE CLERK II
PARK ENFORCE ASSOC
PLUMBER
POLICE COM OP
POSTAL SERVICES PROCESSOR
PROG MGMT SPEC
PROGRAM ADMIN SPEC

Frostburg State University
Exempt
ADMIN, IT WEB
ADMIN, SPORTS INFO
ANALYST, BUDGET
ANALYST, IT SYSTEMS
ATH TRNR ASST/PHYS THERAPIST
ACCOUNTANT
ADMIN, ANNUAL GIVING
ADVISOR, STUDENT
ANALYST, IT PROGRAMMER
COORD, ACADEMIC SUPPORT
COORD, COOPERATIVE PROGRAM
COORDINATOR
COUNSELOR, ADMISSIONS
COUNSELOR, FINANCIAL AID
DESIGNER, GRAPHIC
DIR ASSOC, RESIDENT LIFE
DIR ASST, ATHLETICS
DIR, CAMPUS REC/INTRAMURALS
DIR, COMMUNITY OUTREACH
DIR, CTR FOR PERFORMING ARTS
MGR, BROADCAST PROGRAM

MGR, RESIDENCE HALL/NON-RES
NURSE, HEALTH CENTER
PLANNER, FACIL UTILIZATION
SPEC, CONTRACT & GRANT
SPEC, IT EDUCATION
SPEC, IT NETWORK CONTROL
SPEC, PROGRAM
SPEC, PUBLIC RELATIONS
SPEC, RESEARCH LAB/SCI
SPEC, STUDENT ACTIVITIES
SUPV, TECHNICAL LAB SUPPORT
SYSTEMS, IT PROGRAMMER
TRAINER, ATHLETICS

Nonexempt
ACCOUNTANT I
ACCOUNTING ASSOCIATE
ACCOUNTING CLERK II
ACCOUNTING CLERK III
ADMINISTRATIVE ASSISTANT I
ADMINISTRATIVE ASSISTANT II
AUTOMOTIVE SERVICES MECHANIC
AUTOMOTIVE SERVICES TECHNICIAN
CABINETMAKER
CARPENTER
COLLECTIONS SPECIALIST
CONTRACT AND GRANT ASSOCIATE
DEVELOPMENT ASSOCIATE
ELECTRICIAN
GROUNDSKEEPER
GROUNDSKEEPER LEAD
HOUSEKEEPER
HOUSEKEEPER LEAD
HVAC MECHANIC I
IT DATA CONTROL CLERK LEAD
IT TELECOMMUNICATIONS ASSOCIATE
IT TELECOMMUNICATIONS SPECIALIST
LANDSCAPE TECHNICIAN
LIBRARY SERVICES SPECIALIST
LIBRARY SERVICES SUPERVISOR
LOCKSMITH
MERCHANDISER III
MOTOR EQUIPMENT OPERATOR II
MOVING AND STORAGE SPECIALIST
MT MAINTENANCE AIDE I
MT MAINTENANCE AIDE II

MT MAINTENANCE MECHANIC SENIOR
MT MULTI TRADES CHIEF I
OFFICE ASSISTANT
OFFICE CLERK I
OFFICE CLERK II
PAYROLL PROCESSING ASSOCIATE
PLUMBER
POLICE COMMUNICATIONS OPERATOR
POLICE COMMUNICATIONS OPERATOR LEAD
POSTAL SERVICES PROCESSOR
PROGRAM ADMINISTRATIVE SPECIALIST
PROGRAM MANAGEMENT SPECIALIST
PS HIGH SPEED COPIER OPERATOR II
SERVICE WORKER
STATIONARY ENGINEER 1ST GRADE
STOREKEEPER II

University of Baltimore
Nonexempt
ACADEMIC PROGRAM SPEC
ACCOUNTING CLERK II
ACCOUNTING CLERK III
ADMIN ASST I
ADMINISTRATIVE ASSISTANT II
BUDGET ANALYST I
BUDGET ASSOC
BUILDING SYSTEMS CHIEF - IS
BUSINESS SERVICES SPECIALIST
CABINET MAKER
DEVELOPMENT ASSOC
ELECTRICAL SYSTEMS RELIABILITY
ELECTRICIAN HIGH VOLTAGE
EXEC ADMINISTRATIVE ASST I
GROUNDSKEEPER
HEAT VENT AIR COND MECH II
HOUSEKEEPER
HOUSEKEEPER LEAD
IT SUPPORT ASSOC
IT SUPPORT SPEC
LIBRARY SERVICES SPECIALIST
LIBRARY SERVICES TECHNICIAN
MT MAINT AIDE I
MT MAINTENANCE AIDE II
OFFICE CLERK II
PROGRAM ADMIN. SPECIALIST
PROGRAM MGNT SPEC I

SECURITY OFFICER
STOREKEEPER I
STUDENT COUNSELOR ASSOCIATE

University of Maryland, Baltimore
Nonexempt
ACADEMIC PROGRAM SPECIALIST
ACCOUNTANT I
ACCOUNTING ASSOCIATE
ACCOUNTING CLERK II
ACCOUNTING CLERK III
ADMINISTRATIVE ASST I
ADMINISTRATIVE ASST II
ANATOMICAL SV SPC
ASSOCIATE, CONTRACT&GRANT
BLDG SYSTEMS CHF
BUDGET ANALYST I
BUSINESS SERVICES SPEC
BUYER I
CASHIER
COMM OUTREACH COORD
COMM OUTREACH WKR I
COMM OUTREACH WKR II
COOK
COORDINATOR, CLINIC
DENTAL ASST SPEC
DENTAL PREP-DISP AIDE
DENTAL SUPPLY PROC/DIST
DRIVER
ELEC MICROSCOPE/HISTOLOGY TECH
ELECTRICAL-SYS RELIABILITY TECH
ELECTRICIAN
ELECTRONICS TECH III
ELEVATOR TECHNICIAN II
ELEVATOR TECHNICIAN III
ELEVATOR TECHNICIAN TRAINEE
ENGINEERING TECHNICIAN II
ENGINEERING TECHNICIAN III
ENVIRON HEALTH/SAFETY ASST
EVS CUSTODIAL TECH I
EVS CUSTODIAL TECH II
EVS CUSTODIAL TECH LEAD
FIRE PROTECTION ASSISTANT
HAZARDOUS MATERIAL HANDLER
HUMAN SERVICE WORKER I
HUMAN SERVICE WORKER II

HVAC MECH II
HVAC MECH III
IT PROGRAMMER II
IT PROGRAMMER SYSTEMS I
IT SUPPORT ASSISTANT
IT SUPPORT ASSOCIATE
IT SUPPORT SPECIALIST
LAB ANIMAL TECH
LAB ANIMAL TECH ASSISTANT
LABORATORY ASSISTANT
LABORATORY HELPER
LABORATORY RES TECHNICIAN
LABORATORY RES TECHNICIAN ASST
LABORATORY TEACHING TECHNICIAN
LEGAL ASSISTANT
LIBRARY SERVICES SPECIALIST
LIBRARY SERVICES TECHNICIAN
LICENSED PRACTICAL NURSE
LOCKSMITH, ELECTRONICS
MAINTENANCE AIDE I
MAINTENANCE AIDE II
MAINTENANCE MECHANIC
MAINTENANCE MECHANIC SR
MEDICAL ASSISTANT
MED-SIMULATION TECHNICIAN
MERCHANDISER II
MERCHANDISER III
MERCHANDIZER IV
MOTOR EQUIP OP II
MOVING/STORAGE SPECIALIST
MT MULTI TRADES CHIEF 1
MT MULTI TRADES CHIEF 2
MT MULTI TRADES CHIEF 3
MULTIMEDIA TECHNICIAN
NASS FIELD INVESTIGATOR
NURSE II, MULTI-RESEARCH
OFFICE CLERK I
OFFICE CLERK II
PAINTER
PAYROLL PROCESSING ASSOC
PEST CONTROL SPECIALIST
PHARMACY TECH
PHLEBOTOMIST
PLUMBER SPECIALIST
POLICE COMMUNICATION OP
POLICE COMMUNICATION OP LEAD

POSTAL SERVICES PROCESSOR
PROGRAM ADMINISTRATIVE SPEC
PROGRAM MANAGEMENT SPEC I
RESEARCH STUDY COORDINATOR
SECRETARY
SECURITY GUARD
SERVICE WORKER
STATISTICAL DATA ASST
STOREKEEPER I
STUDENT COUNSELOR ASSOCIATE
TECHNICIAN, PHYSICAL SC II
TEMPERATURE CONTROLS TECH III
TRADES BLDG SYSTEMS OFF
VETERINARY FACILITY AIDE
VETERINARY FACILITY ASST
WORK CONTROLLER

University of Maryland, Baltimore County
Nonexempt
ACAD PROG SPEC
ACCOUNT CLERK III
ACCOUNTANT I
ACCOUNTING ASSOC
ADMIN ASST I
ADMIN ASST II
ATHL EQUIP SPEC
AUTO SERV MECH
AUTO SHOP SUPV
BUSINESS SERV SPEC
BUYER I
CLINIC COORD
CONT/GRANT ASSOC
DEV ASSOC
DRIVER BUS
DRIVER PASSENGER VEH LEAD
ELECT HIGH VOLT
ELECT TECH III
ENG TECH I
ENG TECH II
ENG TECH III
EVENTS COORDINATOR
EXEC ADM ASST I
EXEC ADM ASST II
GROUNDSKEEPER
GROUNDSKEEPER LD
HVAC CHIEF

HVAC MECH I
HVAC MECH II
HVAC MECH III
IT SUPPORT ASST
IT TELECOM SPEC
LAB ANIMAL TECH
LAB ANM TECH ASST
LIBRARY SERVICES SPECIALIST
LIBRARY SERVICES TECHNICIAN
MEDICAL ASST
MERCHANDISER II
MERCHANDISER III
MOV & STOR SPEC
MT ELC TRD CHF II
MT ELC TRD SV II
MT MAINT AIDE I
MT MAINT MECH LD
MT MAINT MECH SR
MT MAINT MECHANIC
MT MLT TD CHF I
MT MLT TD CHF II
MT MLT TD CHF III
MT STRC TD CHF I
MT STRC TD CHF II
MT STRC TD SV II
MULTI MEDIA TECH
OFFICE CLERK II
PAINTER
PARKING ENFORCEMENT ASSOC
PHYS SCI TECH III
PIPED SYS TECH
PLUMBER
POLICE COM OP
POSTAL SERV PROC
PRG ADM SPEC
PROG MGMT SPEC I
PROJ COORDINATOR
PUB REL SPEC
SECURITY GUARD
SIGNAGE TECH I
SIGNAGE TECHNICIAN II
STA ENG HT & HP
STEAMFITTER
STOREKEEPER II
STOREKEEPER III
TEACHING LAB TECH

WORD PROC OP
WORK CONTROLLER

University of Maryland, College Park
Exempt
ACAD ADV
ACCOMPANIST
ACCOUNTANT
ADM COUNS
ADMINISTRATOR
ADVISOR
AFFIRMATIVE ACTION/EEO OFFICER
ANALYST
ARCHITECT
ASSISTANT DIRECTOR
ASSISTANT TO THE DEAN
ASSISTANT TO THE DIRECTOR
ASSOC
ASSOC ATHLETIC TRAIN
ASSOC DIR ATHLETICS
ASSOC. DIR. OF DEVELOPMENT
ASSOCIATE ATHLETIC DIRECTOR
ASSOCIATE DIRECTOR
ASSOCIATE PROGRAM DIRECTOR
ASST
ASST ATHLETIC DIR
ASST COOR
ASST DIR ATHLETICS
ASST MGR
ASST PROG DIR
ASST PROJ DIR
ASST REGISTRAR
ASST TRAIN
ASST TO DIR
ASST TO THE SENIOR VP
ASST TO THE VP
ASST. DIR. OF DEVELOPMENT
BUDG ANALYST
BUSINESS MANAGER
BUYER
COMMUNICATIONS OFFICER
CONSULTANT
CONT ADMIN
COORDINATOR
COUNS ADV
COUNSELOR

DATA SCIENTIST
DEV OFC
DIR DEVELOPMENT
DIRECTOR
ELEC ENG
ENG PHYS
ENGINEER
ENVIR SPEC
EXECUTIVE DIRECTOR
FAC COOR
FAC MGR
FINCL AID COUNS
FIREFIGHTER
FOOD SERVICE MGR
GRAPH ART DESIGN
HEALTH PHYSICIST
HORTICULTURIST
IT ARCHITECT
IT ASSOCIATE ENGINEER
IT ASST ADMIN
IT CONSULT
IT CONSULT SR
IT COOR
IT DATA BASE ADMIN
IT ENGINEER
IT LEAD ENGINEER
IT NETWORK ENGINEER
IT OP MGR
IT PRINCIPAL ENGINEER
IT PROG ANALYST
IT SENIOR ENGINEER
IT SR. NETWORK ENGINEER
IT SYS ANALYST
IT SYS MGR
IT SYS PROG
IT SYS PROG/NET SUPP
INDUSTRIAL HYGIENIST
INFO SPEC
INST DESIGNER
INTERPRETER
INVESTIGATOR II
LAN SYS ADMIN
MANAGER
MECHICAL ENGINEER
MEDIA SPEC
MGT ANALYST

NURSE
NURSE PRACT
OFFICE MANAGER
PHYS PLANT SPRINT
PHYSICIAN
PHYSICIAN ASST
PILOT
PLANNER
PREPARATOR
PROG ADMIN
PROG COOR
PROG SPEC
PROGRAM DIR
PROGRAM MANAGER
PROGRAMMER
PROJ COOR
PROJ ENG
PROJ MGR
PROJECT ARCHITECT
PROPOSAL MANAGER
PSYCHIATRIST
PSYCHOLOGIST
RES ANALYST
RES COOR
RES DIR
RESEARCH ASST
RESEARCH SPECIALIST
SENIOR ADVISOR
SPEC ASST TO ASSOC VP
SPECIALIST
SPRV CNSTR CONT
SR RES ASST
SR ACCOUNTANT
SR ASSOC DIRECTOR
SR EDITOR
SR FINCL AID COUNS
SR GRAPH ART DESIGN
SR RES ANLST
SR SCI
SR WRITER
SR. ENGINEER
SUPERVISOR
SYSTEMS ANALYST
TECH COOR
TECH SPRV
UNIV COUNS

VETERINARIAN
WEB SVCS DEV SR
WEB SVCS DEVELOPER
WRITER
WRITER/EDITOR

Nonexempt
ACAD PROG SPEC
ACCOUNT CLERK II
ACCOUNT CLERK III
ACCOUNTANT I
ACCOUNTING ASSOC
ADMIN ASST I
ADMIN ASST II
AGRIC TECH
AGRIC TECH LEAD
AGRIC TECH SUPV
AGRIC WORKER II
AUTO SERV MECH
AUTO SERV TECH
AUTO SHOP SUPV
BAKER
BUSINESS SERV SPEC
BUYERS CLERK SR
CDL INSTRUCTOR
CABINETMAKER
CARPENTER
CLINIC COORD
COLLECTIONS SPEC
COOK
DRIVER PASSENGER VEHICLE LEAD
DIN SERV COORD
DRIVER WASTE MGMT
DRIVER, BUS
EDITORIAL ASST
ELEC SYS REL TECH
ELECT HIGH VOLT
ELECTRICIAN
ELECTRONICS TECHNICIAN III
ENG TECH III
EVENTS COORDINATOR
EXEC ADM ASST I
EXEC ADM ASST II
EXT PROG ASST
FAC SUPV
FOOD SERV AIDE I

FOOD SERV AIDE II
FOOD SERV SPEC
FOOD SERV SPRV
GROUNDS SUPV
GROUNDSKEEPER
GROUNDSKEEPER LD
HVAC CHIEF
HVAC MECH I
HVAC MECH III
HOUSEKEEPER
HOUSEKEEPER LEAD
HOUSEKEEPING SUPV I
HOUSEKEEPING SUPV II
HUMAN RES ASSOC I
HUMAN RES ASSOC II
HUMAN RES SPEC I
HVAC MECH II
IT COM OP
IT COM OP SH SUPV
IT DATA ENTY SUPV
IT DTA ENTY OP LD
IT PC SPEC I
IT PC SPEC II
IT PROGRAMMER I
IT PROGRAMMER II
IT SUPPORT ASSOC
IT SUPPORT ASST
IT SUPPORT SPEC
IT TELECOM ASSOC
IT TELECOM SPEC
LPN
LAB ANIMAL TECH
LAB ANIMAL TECH ASST
LAB ASSISTANT
LANDSCAPE TECH
LIBRARY SERV SPEC
LIBRARY SERV SUPV
LIBRARY SERV TECH
LIBRARY TECH III
MT ELC TRD CHF II
MT MAINT AIDE I
MT MAINT AIDE II
MT MAINT MECH LD
MT MAINT MECH SR
MT MAINT MECHANIC
MT MECH TD SV I

MT MLT TD CHF I
MT MLT TD CHF II
MT MLT TD CHF III
MT MLT TRD SV I
MT MLT TRD SV II
MT MLT TRD SV III
MT STRC TD SV II
MEDICAL ASST
MOTOR EQUIP OP I
MULTI MEDIA TECH
MULTI MEDIA ASST
OFFICE CLERK I
OFFICE CLERK II
OFFICE SUPV I
OFFICE SUPV II
OFFICE SUPV III
PAINTER
PARKING ENFORCEMENT ASSOC LEAD
PARKING ENFORCEMENT SUPVSR
PEST CONTROL SPEC
PHARMACY TECH
PHYS SCI TECH II
PLUMBER
PLUMBER SPEC
POL COMM SUPV
POLICE COM OP
POSTAL SERV PROC
PREP COOK/BAKER
PRG ADMIN SPEC
PROG MGMT SPEC
SEC SPEC
SEC SPEC LD
SERVICE WORKER
SPORT TURF TECH
STOREKEEPER I
STOREKEEPER II
STOREKEEPER III
TEACHING LAB TECH

University of Maryland Eastern Shore

Exempt

ACAD ADV
ACCOUNTANT
ADM COUNS
ADM RECRUITER
ADMINISTRATOR

ANALYST
ARCHITECT
ASSISTANT DIRECTOR
ASSOC
ASST MGR
ASST TRAIN
BUDG ANALYST
BURSAR
COORDINATOR
COUNSELOR
DEV OFC
DIRECTOR
FINCL AID COUNS
HEAD TRAIN
INST DESIGNER
IT DATA BASE ADMIN
IT NETWORK ENGINEER
IT PROG ANALYST
MANAGER
PROG COOR
PROG SPEC
PROGRAMMER
RESEARCH ASSOCIATE
RESEARCH SPECIALIST
SPECIALIST
TECH COOR
WEB SVCS DEVELOPER

Nonexempt
ACAD PROG SPEC
ACCOUNT CLERK II
ACCOUNT CLERK III
ACCOUNTING ASSOC
ADMIN ASST I
ADMIN ASST II
AGRIC TECH
AGRIC TECH LEAD
AUTO SERV MECH
AUTO SERV TECH
BUYER ASSOCIATE
BUYERS CLERK
CARPENTER
CONT/GRANT ASSOC
DRIVER
ELECT HIGH VOLT
EXEC ADM ASST I

EXEC ADM ASST II
GROUNDSKEEPER
GROUNDSKEEPER LD
HOUSEKEEPER
HOUSEKEEPER LEAD
HVAC MECH I
HVAC MECH II
HVAC MECH III
IT DATA ENTRY OPR
IT PROGRAMMER II
IT SUPPORT ASSOC
IT SUPPORT ASST
IT SUPPORT SPEC
IT TELECOM SPEC
LAB RES TECH
LIBRARY SERV SPEC
LIBRARY SERV SUPV
LIBRARY SERV TECH
LOCKSMITH ELECT
MOV & STOR SPEC
MT MAINT MECHANIC
MT MLT TD CHF I
OFFICE CLERK II
OPS PROF, PROG COORD - OBS
PAINTER
PLUMBER
PLUMBER SPEC
POSTAL SERV PROC
PRG ADMIN SPEC
PROG MGMT SPEC
ROOFER
SECURITY GUARD
SERVICE WORKER
STA ENG 1ST GD
STAT DATA ASST
STOREKEEPER II
WORK CONTROLLER

Sworn Police Officer
UNIV POL OFF I
UNIV POL OFF II

University of Maryland Global Campus
Nonexempt
ACADEMIC PROGRAM SPECIALIST
ACCOUNTING ASSOC

ADMIN ASST II
BUSINESS SERVICES SPECIALIST
COLLECTIONS SPEC
EXEC ADM ASST II
EXEC ADM ASST III
FIN TRAN SUPV
FRAUD PREVENTION INVESTIGATOR
LIBRARY SERVICES SPECIALIST
PROG ADMIN SPEC
PROGRAM MANAGEMENT SPECIALIST
SECURITY SPECIALIST
STUDENT COUNSELOR ASSOCIATE
UMGC TEAM ASSOC II
UMGC TEAM ASST