

MEMORANDUM OF
UNDERSTANDING

BETWEEN

UNIVERSITY OF MARYLAND
CENTER FOR ENVIRONMENTAL SCIENCE

AND

THE MARYLAND CLASSIFIED
EMPLOYEES ASSOCIATION

EFFECTIVE JANUARY 1, 2020
THROUGH DECEMBER 31, 2022

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PREAMBLE

The Maryland Classified Employees Association, Inc. (Union) and the University of Maryland Center for Environmental Science (Center, Employer, or University) have entered into this Memorandum of Understanding (MOU) for the purpose of promoting harmonious relationships between the Center and its employees, establishing an equitable and peaceful procedure for the resolution of differences without disruption in the workplace, and memorializing the agreement of the parties on this standards of wages, hours, and other terms and conditions of employment of the employees covered hereunder.

The provisions of this MOU shall in no way diminish or infringe any rights, responsibilities, powers or duties conferred by the Maryland constitution, the Annotated Code of Maryland, and including State Personnel and Pension (SPP) Article, Title 3. In the event of a conflict, all applicable Federal and State laws shall take precedence over any term or condition contained herein.

ARTICLE I – RECOGNITION AND UNIT DESCRIPTION

Section 1.1 – Exclusive Representation

The Center recognizes the Union as the exclusive representative of the employees, as defined in Section 1.2 of this Article, for the purpose of negotiating collectively; wages, hours and other terms and conditions of employment, pursuant to the Annotated Code of Maryland, State Personnel and Pension Article, Title 3. The Center will not negotiate with any other union or employee organization on matters pertaining to wages, hours, and other terms and conditions of employment for employees of this bargaining unit, and will meet with other unions or employee organizations only pursuant to its legal and regulatory rights and obligations. The parties recognize the right of the Center to meet with nonlabor employee organizations (including, by way of example, Staff Council, C.U.S.S, Women’s Forum, NAACP, etc) in an advisory capacity only. The Union will be notified in advance of the scheduling of Staff Council meetings, and shall be given the opportunity to designate an employee to attend on MCEA’s behalf. Such attendance shall be for the purpose of gathering information to share with MCEA officials.

Section 1.2 – Description of Bargaining Unit

The term “employees” and “bargaining unit employees” as used in this MOU shall mean all nonexempt employees of the Center other than those excluded under applicable law.

Section 1.3 – Bargaining Unit Status

The Center will furnish the Union by August 1st each year a list showing the name, title, employing office, and salary of each bargaining unit employee as of the July 1st immediately preceding.

Section 1.4 – New or Changed Positions

- A. If it is believed that the bargaining unit status of a position has changed due to significant modifications of duties, the Center or the Union, whichever is proposing the change, shall notify the other.
- B. The Center will promptly notify the Union of a decision to establish new nonexempt positions. Such notifications will also include the Center’s determination of the bargaining unit state of new positions.

- If a new position is a successor title to a position covered by this MOU with no substantial change in duties, it shall remain in the bargaining unit.
- If a new position contains a significant part of the work done by any position in the bargaining unit or shares a community of interest with positions in the bargaining unit, it shall become part of the bargaining unit.

The Union shall notify the Center within ten (10) days of receiving such notice if it disagrees with the Center's bargaining unit status determination. Failure of the Union to notify the Center of its disagreement with the Center's bargaining unit status determination shall not be considered a waiver of either the Union's or any employee's right to file a Petition to Contest Exclusionary Designation under COMAR Title 14.

C. When either party serves notice in accordance with this section of this Article, the parties will meet within thirty (30) calendar days of receipt of such notification to review the classification specifications and attempt to resolve the issue. The factors to consider include:

- The community of interest of the employees involved;
- The Center's organizational structure;
- Applicable provisions of the SPPA; and
- The recommendations of the Center and the Union.

ARTICLE 2 – NONDISCRIMINATION

Section 2.1 – Prohibition Against Discrimination

The Center and the Union agree that neither party will discriminate against any employee because of membership or nonmembership of lawful activity in the Union or on the basis of race, national origin, color, religion, age, sex, ancestry, disability, marital or parental status, sexual orientation, gender identity, veteran status or lawful political activity. The Center and the Union agree to comply with all applicable Federal and State laws.

Section 2.2 – Union Membership/Activity

Each employee shall have the right to join or not to join, and while off work or on Paid Release Time for Union Business, and/or Paid Administrative Leave for Union Business, to voluntarily assist the Union, without fear of penalty or reprisal. The parties shall assure that each employee is protected in the exercise of such right.

Section 2.3 – Representation

The Union recognizes its responsibility as the exclusive bargaining representative for the unit and agrees to fairly and equally represent all employees in the bargaining unit, concerning matters related to collective bargaining, regardless of Union membership.

ARTICLE 3 – MANAGEMENT RIGHTS

The Center, through its appropriate officers and employees, has the right, pursuant to SPP Article Title 3, to:

Determine the mission, budget, organization, numbers, types and grades of employees assigned, the work projects, tours of duty, methods, means, and personnel by which its operations are to be conducted, technology needed, internal security practices, and relocation of its facilities;

Maintain and improve the efficiency and effectiveness of Center operations;

Determine the services to be rendered, operations to be performed, and technology to be utilized;

Determine the overall methods, processes, means, and classes of work or personnel by which Center operations are to be conducted;

Hire, direct, supervise, and assign employees;

Promote, demote, discipline, discharge, retain, and lay off employees;

Terminate employment because of lack of funds, lack of work, under conditions where the Center determines continued work would be inefficient or nonproductive, or for other legitimate reasons;

Set the qualifications of employees for appointment and promotion, and set standards of conduct;

Promulgate Center rules, regulations, or procedures;

Provide a system of merit employment according to the standard of business efficiency; and

Take actions not otherwise specified in this section to carry out the mission of the Center.

ARTICLE 4 – UNION RIGHTS

Section 4.1 – Bulletin Board

The Center agrees to provide space for one lockable bulletin board at each campus which may be used exclusively by the Union for the purpose of posting notice of Union business, meetings, activities, social events, and other matters determined by the Union to be of interest to employees. Postings will be free of inflammatory, derogatory, slanderous, unethical, and unlawful material. The Union representative posting the item will initial and date it, and will simultaneously provide a copy to the Assistant or Associate Director (AD) and Human Resources Director (HRD).

Section 4.2 – Meeting Space

Upon reasonable advance notice, the Center will, where available, provide reasonable meeting space in a building owned or leased by the Center for purposes specifically authorized in this MOU. The Center shall make space available for Union representatives to have confidential discussions with employees on an as needed basis subject to availability.

Section 4.3 – Access to Premises

The Center agrees that representatives, officers, and Union staff shall have reasonable access to the premises of the Center for the purpose of administering this MOU, provided such access does not disrupt Center operations. Approval for the access described in this section shall not be unreasonably denied.

- A. When visiting the premises for purposes authorized in this MOU, the Union representative will notify the AD or designee upon arrival and departure.
- B. The Union shall have no less than quarterly access to the Center’s premises during lunch periods for the purpose of informing bargaining unit employees about the Union’s programs and benefits of membership. The Union will notify the Center and coordinate scheduling for an information session by submitting an advance written request to the HRD (or designee) specifying desired date, times, location and purpose.

Section 4.4 – Office Supplies

The designated Union representative is authorized to make nominal use of black and white copiers, fax machines, computers, and other office equipment for representational purposes specifically authorized in this MOU, without charge. The representative shall secure permission in advance to use such equipment and permission shall not be withheld unless it interferes with official Center business. The Union will promptly reimburse the Center for the cost of all long-distance telephone calls and for any other expenses incurred.

Section 4.5 – Mail Service and E-Mail

With prior approval the Union shall be permitted to use the Center’s internal mail systems four times per year. The Union may also use the Center’s internal e-mail system for a reasonable number of bargaining unit mailings, with simultaneous notification to the HRD and AD(s). The Union shall not be required to supply postage for use of the Center’s internal mail system. Confidentiality shall be maintained subject to the Center’s security needs.

Section 4.6 – Union Filing Cabinet

The Union shall be permitted to have a lockable Union provided filing cabinet at each main site of the Center in a designated location in the general work area of the designated Union representative.

Section 4.7 – Distribution of Information

The Union shall be permitted to place an information display rack at the same location as the Union’s bulletin board, through which the Union shall be permitted to place and distribute appropriate organizational and benefits material of interest to employees.

Section 4.8 – Employee Orientation

- A. At such time as initial benefits and payroll information is provided, the Center will give each newly hired bargaining unit employee a one-page flyer, provided by the Union, advising of the contact information for the designated Union representative(s) for their office. The Union will ensure that this flyer remains current.

- B. The Center shall notify the union upon initial hire of the new employee and allow the Union representative and the employee(s) to meet during the new employee's duty hours at a mutually agreed time and location for a maximum of twenty (20) minutes. Such briefing may include an enrollment in supplemental Union benefits. No overtime, travel time or travel reimbursement is authorized to either party for this briefing.

Section 4.9 – Information Provided to Union

- A. To the extent legally permissible and reasonably available, the Center shall provide to the Union information pertaining to bargaining unit employees including: accessions (includes employees hired into bargaining unit positions); separations; promotions; transfers; reassignments; reclassifications; disciplinary appeals; and grievances. This information will include agency code, position number, classification, grade and salary, and effective date for each action. The information listed, to include negative reports, will be provided by the 15th of each month for action effective by the 1st of that month. Information regarding disciplinary appeals and grievances will be subject to approval by the employee.
- B. Upon written request of the Union, the Center will provide other information, to the extent not prohibited by law, that is reasonably available, relevant and necessary for matters properly within a reasonable amount of time. Nothing herein shall be construed to restrict the Union's right to request and receive information in accordance with applicable public information acts.
- C. The Center retains the right to reasonably charge the Union for labor and/or materials necessary to satisfy the Union's request for any information that is not specified in Section 1.2 or Section 4.9(A).

Section 4.10 – Union Stewards

The Center will recognize stewards designated by the Union who will be responsible for representing bargaining unit members and participating in any hearings or conferences related to the grievance process. There shall be one steward for each laboratory with more than two bargaining unit employees and that steward would be responsible for representing staff from that area. The lack of an assigned steward would be the burden of the labor representative to provide representation should it be needed. Typically, a grievance hearing will have no more than one steward in attendance, unless the presence of the second steward is part of the training process for the second steward, in addition to a staff representative, but there shall be no more than two stewards in attendance at all times.

Whenever possible, the Union will notify the Human Resources Director (HRD) in writing of the names of the designated stewards prior to them assuming any duties. The Center shall not deny an employee the right to represent another employee simply because his/her name does not appear on a job stewards list. Once representation has begun for the employee, the steward shall not be changed from the occurrence, unless there are extenuating circumstances (i.e. health reasons, personal conflict, conflict of interest, etc.). Designated stewards shall be allowed a reasonable amount of time without charge to pay or leave to administer the Agreement and otherwise represent employees in accordance with the Collective Bargaining Law (Title 3, State Personnel and Pensions Article), law or regulation. To the extent necessary to participate in hearings and meetings, a designated steward's shift shall be adjusted so that such participation shall be on official duty time. Release from duty and shift

adjustments will not be unreasonably denied and will be consistent with the operational needs of the Center.

Section 4.11 – Union Activity During Working Hours

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

Section 4.12 – Paid Administrative Leave for Union Business

The Union shall be credited with a bank of time in the amount of eighty (80) hours per year, credited January 1 of each year, which time does not carry over from year to year, for use in the conduct of the following activities.

Subject to Section 4.13, the Center shall grant paid administrative leave to employees serving as employee representatives, at the request of the Union, for purpose of participating in approved Union activities. Employee representatives will be allowed administrative leave for such Union business as state or area-wide meetings or state convention, and Union sponsored labor relations training, provided such representative provides thirty (30) calendar days notice to the HRD of such absence. Such time off will not be detrimental in any way to the employee's record. Time may be used in one (1) hour increments. Time off with pay will not be unreasonably withheld. Time spent by employees pursuant to Section 4.11, will not be deducted from this Paid Administrative Leave for Union Business account.

Section 4.13 – Approval for Union Release and Administrative Leave Time

Requests by employee representatives to use time pursuant to Section 4.11 above must be approved in advance by the employee's supervisor. Requests to use time pursuant to Section 4.12 above must be submitted by the Union thirty (30) calendar days in advance and approved by the HRD. Denials will be based only on operational requirements.

- A. The employee representative will inform their supervisor upon commencing Union activities and upon returning to work.
- B. Neither Union leave time under Sections 4.11 or 4.12 above are authorized for an employee representative to investigate or present grievances, disciplinary appeals, or unless approved by the Center, to participate as a Union representative in discipline-related activities.
- C. Unless approved by the HRD, neither overtime nor compensatory time is authorized for employee representatives for Union activities conducted under this MOU.

- D. Each employee representative shall record and submit to their supervisor, at the end of each pay period, a record of all Union Release and Union Administrative leave time used during that pay period.

It is an employee's responsibility to secure advance approval from their supervisor to meet with any Union representative during work hours, and to inform their supervisor upon commencing such meetings and upon returning to work.

Section 4.14 – Exclusivity

Except as otherwise required by applicable law or regulation, the provisions of this Article, including but not limited to the provisions allowing for access to Center facilities, shall apply exclusively to the Union.

ARTICLE 5 – HOURS OF WORK, WORKWEEK, SCHEDULES

Section 5.1 – Regular Work Hours

Unless otherwise provided herein, the standard workweek for each employee shall normally consist of five (5) 8-hour days for a total of forty (40) hours, Monday through Friday. The regular hours of work each day shall normally be consecutive, except for interruptions for meal periods. Any change in regular hours of work will be negotiated except where a temporary change is made due to an emergency or unusual situation, or where otherwise agreed to by the Center and the employee.

Section 5.2 – Normal Business Hours

The Center's normal business hours are from 8:00 a.m. until 5:00 p.m., Monday through Friday. The parties recognize that as a research institution, scientific operations are on-going around the clock. This circumstance requires flexibility in order to meet operational requirements. Laboratory Directors, the Sea Grant College Director and the Vice President for Administration shall establish the hours of duty for each functional area of their workforce based on its operational requirements (e.g. certain maintenance operations, fleet operations, etc.), and these shall be the standard hours of operation for that particular functional area. The standard hours of operation for particular functional areas will be provided to the Union by the Center on a current basis.

Section 5.3 – Shift Work Schedules

Where work schedules vary, they will normally be posted at least thirty (30) calendar days prior to the effective date of the posted schedule.

Section 5.4 – Schedule Changes

- A. Involuntary schedule changes for a period of five (5) work days or less may be made by the Center due to emergency or unusual situations. Such changes will be rotated equitably among qualified employees and must be for the total hours of the scheduled workday which is being changed. In the event of a nonpermanent involuntary schedule change of more than five (5) days duration, the Center will notify the employee in writing, providing as much advance notice as is reasonably possible under the circumstances. Employees adversely affected by such a decision may request to meet with the Center to discuss alternatives to the proposed schedule change. The Center will grant such request and schedule a meeting,

and Union representation is authorized if requested. In the event the Center seeks to permanently implement new days/hours for a position(s) that had not previously worked such hours, the Center shall provide the Union with notice and an opportunity to bargain in accordance with this MOU.

- B. An employee may request an adjustment to their standard work schedule by submitting a written request to their AD via the chain of command. Such request will be evaluated based on operational needs.
- C. Nothing in this MOU shall preclude, with prior approval of management, trading time or “swapping” shifts among employees in the same classification provided they have the particular skills necessary to perform the work and such swaps do not disrupt work. There will normally be no split shifts (unpaid break of greater than one hour within the workday) unless requested or agreed to by the affected employee(s).
- D. The Center agrees that it will not make any involuntary schedule change that effects an employee’s previously scheduled and approved leave, unless unforeseen circumstances leave no other viable option. In the event that the Center provides less than thirty (30) days notice of such a schedule change, the employee will receive double time for all hours worked for which leave approval had been reversed due to the schedule change.
- E. Changes to procedures for selecting shifts and time and attendance recording practices (sign-in, time clock, etc.) will be subject to Section 34.2.

Section 5.5 – Work Time

For purposes of overtime calculation, work time includes all holidays, paid sick, annual, personal and administrative leave, and all time provided under the Fair Labor Standards Act (FLSA).

Section 5.6 – Travel and Meal Allowance

An employee who is required to work more than two(2) contiguous hours beyond the regular work day schedule shall be reimbursed for meal expenditures at the then current rate established in the Board of Regents (BOR) policy.

An employee who incurs travel-related expenses incidental to the employee’s work assignment shall be reimbursed for travel and meal expenditures at the then current rates established in the BOR policy.

The parties agree to incorporate into this MOU BOR policy VIII – 11.10, Schedule of Reimbursement Rates, as revised and amended from time to time, which includes a schedule or reimbursement rates.

Section 5.7 – Dirty Work

Employees who engage in dirty work, as determined by their supervisor on a day-by-day basis, will be granted up to the last fifteen (15) minutes of their work shift to remove work-related clothing and clean-up.

Section 5.8 – Lunch and Rest Breaks

- A. Employees shall receive a standard lunch period of between 30 and 60 minutes, as determined by the Center, at the same time each day, approximately midway through the

workday. Employees requests for exception of extended lunch periods will be evaluated based on operational requirements. It is recognized that the Center may temporarily or permanently adjust the employee's lunch period based on operational requirements with appropriate notice to the employee. The lunch period is uncompensated and the employee is free to leave the Center's premises.

- B. Employees who work in the areas of maintenance, housekeeping, automotive, and fleet services, may be permitted a fifteen (15) minute mid-morning rest break, and a fifteen (15) minute mid-afternoon rest break, which includes travel to and from the break location. Employees may, with the approval of their immediate supervisor, combine their two (2) fifteen (15) minute breaks for a total of one (1) thirty (30) minute break. Current break practices for administrative staff shall continue. The rest break is official duty time and employees must remain on the Center's premises, and leaving the work site during the rest break requires supervisory approval. The Center may adjust a rest break based on operational requirements.

Section 5.9 – Essential Employees and Emergency Services

- A. An "essential employee" is an employee of a facility who has been designated as vital to the operation of the facility, whose presence is required regardless of the existence of an emergency condition, and whose absence from duty could endanger the safety and well-being of the campus population and/or physical plant. Employees designated as "essential employees" will be notified during the mid-year performance review process.
- B. The nature of an essential position may require that the employee work on days when the Center declares an administrative leave day or partial administrative leave day due to weather or other emergency conditions. Where this occurs, the employee who works during this period of declared administrative leave shall be paid at one and a half times their normal hourly rate for hours worked during the period of declared administrative leave. The employee will record the administrative leave and the hours worked on their timesheet to create the overtime automatically. The overtime will be paid or given as compensatory time, at the discretion of the employee. The employee shall include in the notes section on the timesheet the reason for hours worked during the declared administrative leave period, that is, that the employee was required to work during administrative leave.
- C. In the event of a catastrophic occurrence such as a natural disaster, pandemic, etc., where UMCES facilities are closed for three (3) or more consecutive days, and regular status employees are maintained on the payroll on paid leave, there will be no compensatory leave granted for hours worked by any bargaining unit employee, after the first three (3) days of the period of closure.

ARTICLE 6 – OVERTIME AND ADDITIONAL COMPENSATION

Section 6.1 – Overtime

- A. The Center shall have the authority to arrange the work schedule to minimize overtime. The Center will provide such notice of changes to work schedules as is required under Article 5 of this MOU.

- B. Employees shall be paid overtime pay for any time worked over forty (40) hours in the employee's standard work week, at a rate of one and one-half (1 ½) the employee's regular hourly rate of pay.
- C. When the Center determines that operational needs warrant the use of overtime, it shall solicit volunteers in the following order:
 - 1. The employee(s) actually working on the assignment, if any, will be first offered the opportunity for overtime;
 - 2. If that employee is unavailable or chooses not to volunteer for the overtime, qualified employee volunteers will be given the opportunity for the overtime, on a straight rotational basis;
 - 3. In the events that there are not qualified employee volunteers available, the designated on call employee or other qualified employee shall be assigned the overtime.
- D. When overtime is required, the Center will provide as much advance notice as is reasonably possible under the circumstances.
- E. The Center may temporarily adjust work scheduled to avoid overtime and compensatory time accruals, in accordance with this MOU.

Section 6.2 – Compensatory Time

- A. With the approval of the Center, an employee may elect to receive compensatory time, created at time and one-half (1 ½), in lieu of cash payments for overtime. The employee will inform the Center in writing of his choice to be compensated via otherwise or compensatory time before working the overtime, otherwise the overtime shall be paid as a cash payment. Opportunity for employees to work overtime will not be affected by their election of cash overtime or compensatory time.
- B. Employees may accrue a maximum of 240 hours of compensatory time, which must be used within one year of the date on which it was accrued. The Center may cash out an employee's compensatory time with thirty (30) days notification to the employee.
- C. The Center may require the employee to use their accrued compensatory time. Use of such compensatory time will be granted in a fair and equitable manner. All unused compensatory time will be paid upon an employee's leaving employment with the Center or upon death, to the employee's estate, at a rate which is the higher of: 1) the final regular rate received by the employee; or 2) the final average regular rate received by the employee during the last three years of employment.
- D. An employee may submit a request to cash out accumulated compensatory leave. Such payment may be made only when the employee has submitted one or more timely written requests to use compensatory leave during the calendar year and such requests have been denied in writing for administrative reasons.

Section 6.3 – On Call Status and Call Back Pay

The parties agree to incorporate into this MOU, BOR VII – 4.62 On Call and Call Back for Classified Employees as it is revised and amended from time to time, except for the following:

- A. On call pay shall be paid at a rate of \$3.00 per hour for all hours during which the employee is on call;

- B. An employee on call status shall be credited a minimum of two (2) hours of call back pay when responding to the call. If, during the on call period unforeseen circumstances arise where the employee cannot be reached or is no longer able to respond, the employee must notify the supervisor immediately. The employee shall be removed from on call status for that day, and the employee will not be subject to disciplinary action;
- C. An employee not in on call status who is asked and agrees to come into work outside of their regularly scheduled shift shall be credited a minimum of four (4) hours work time. Travel time to and from the worksite shall be considered as work time. An employee not on call shall suffer no consequence for declining a request to return.

Section 6.4 – Shift Differential

In the event that the Center, after appropriate notice to the Union as provided in this MOU, establishes within a department two or more regularly scheduled shifts, the parties agree to incorporate into this MOU BOR policy VII – 4.60, Shift Differential for Classified Employees, as revised and amended from time to time.

ARTICLE 7 – HOLIDAYS

Section 7.1 – Recognized Holidays

- A. Holiday Leave shall be earned and observed in accordance with BOR policy VII – 7.30, as revised and amended from time to time.

Holiday	Holiday Earned	Holiday Observed
New Year’s Day	January 1 st	January 1 st
Dr. King’s Birthday	3 rd Monday in January	3 rd Monday in January
President’s Day	3 rd Monday in February	TBD by President
Memorial Day	Last Monday in May	Last Monday in May
Independence Day	July 4 th	July 4 th
Labor Day	1 st Monday in September	1 st Monday in September
Columbus Day	2 nd Monday in October	TBD by President
Veterans Day	November 11 th	TBD by President
Election Day (even yrs only)	1 st Tuesday in November	TBD by President
Thanksgiving Day	4 th Thursday in November	4 th Thursday in November
Friday after Thanksgiving	4 th Friday in November	4 th Friday in November
Christmas Day	December 25 th	December 25 th
Spring Break (2 days)	TBD by President	TBD by President
Winter Break (1 day)	TBD by President	TBD by President

Where the observance of a holiday is “TBD” (to be determined) by the President, the holiday will be observed within two calendar years from the date it is earned.

- B. In addition, any day officially designated as a holiday by the Chancellor of the University System of Maryland (USM) or the President of UMCES, shall be treated as a paid holiday.
- C. Except for employees required to work on a holiday, when a holiday falls on a Sunday, the holiday is observed on the following Monday. When a holiday falls on a Saturday, the holiday is observed on the preceding Friday. A holiday will commence at 12:01 a.m. and end

at 12:00 midnight. An employee may observe a religious holiday provided that the time off is approved in advance and is charged to vacation, compensatory time, personal leave, or leave without pay, at the employee's choice.

Section 7.2 – Holiday Pay

- A. All employees not required to work on a paid holiday shall receive their normal rates of pay for the holiday.
- B. All employees shall receive eight (8) hours pay for each earned holiday. In addition, any employee required to work on an observed holiday shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay for actual hours worked.
- C. An employee whose regular day off falls on a holiday will receive another day off. If a holiday occurs during a period in which an employee is on pre-approved paid leave, the employee will not be charged for the use of leave for the holiday.

ARTICLE 8 – PERSONAL LEAVE

Section 8.1 – Accrual

All full-time employees shall receive four (4) days (not to exceed 32 hours) of personal leave in each calendar year. Part-time employees working 50% or more shall receive personal leave on a prorated basis. An employee hired during the calendar year will receive one (1) day for each full three (3) month block of time remaining in the year.

Section 8.2 – Usage

Personal leave must be used by the end of the first pay period that ends in the new calendar year. Any personal leave that is unused as of that time shall be forfeited. No employee shall be paid for unused personal leave.

Section 8.3 – Approval

The use of personal leave shall require prior notification to the employee's supervisor, prior approval is not required.

ARTICLE 9 – ANNUAL LEAVE

Section 9.1 – Accrual Rate

Annual leave will be earned according to the following schedule. Part-time employees working 50% or more will earn annual leave on a prorated basis:

Years of Service	Annual Leave Accrual
During 1 st year	11 working days per year
During 2 nd year	12 working days per year
During 3 rd year	13 working days per year
During 4 th year	14 working days per year

During 5 th through 10 th year	15 working days per year
During 11 th through 20 th year	20 working days per year
During 21 st year and beyond	25 working days per year

Section 9.2 – Approval of Annual Leave

Annual leave may be taken subject to advance approval from the employee’s immediate supervisor. Leave requests should be made in writing on a leave request form or other such form acceptable to the employee’s immediate supervisor, as far in advance as possible. Request for use of annual leave shall be denied solely based on operational needs and the employee shall be provided a written notice for reason of denial.

Section 9.3 – Leave Accumulation

Annual leave with pay shall be available only to the extent earned, provided that the Center has approved the dates of such leave in advance. Full-time employees may carry over a maximum of 50 workdays (400) hours of annual leave into a new calendar year; this maximum is pro-rated for part-time employees working 50% or more.

Section 9.4 – Payment for Denied Annual Leave

At the end of each calendar year, a supervisor may, through appropriate channels, recommend to the HRD that an employee be paid for days of annual leave lost pursuant to Section 9.3 of this Article. Such payment may be made only when the employee has submitted one or more timely written requests to use annual leave during the calendar year and such requests have been denied in writing due to operational needs. The supervisor shall provide any such denial in writing and shall state the operational needs that were necessary for such denial. The supervisor’s recommendation for payment for lost annual leave shall be accompanied by copies of the written leave requests and the written leave denials and the explanation (in writing) of why the lost annual leave was not taken at another time during the calendar year. Payment is limited to unused annual leave that is in excess of the maximum accumulation as provided in Section 9.3 of this Agreement. The amount of annual leave for which payment may be made shall be decreased hour for hour by the amount of compensatory leave used during the calendar year.

Section 9.4 – Payment Upon Separation

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

ARTICLE 10 – SICK LEAVE

Except as otherwise provided below, the parties agree to incorporate into this MOU, BOR policy VII – 7.45 on Sick Leave, as it is revised and amended from time to time.

The parties agree to the following exceptions to the BOR policy:

Section 10.1 – Parental Leave and Other Family Supports

This section is intended to support staff in balancing professional and family demands during and after the birth or adoption of a child through measures to promote a “family friendly” environment. The parties agree that parental leave entitlements and procedures will be administered in accordance with USM BOR policy VII – 7.49 Policy on Parental Leave and Other Family Supports for Staff, as approved by the Board of Regents, June 22, 2012, and as updated and amended from time to time.

Section 10.2 – Verification of Absences Charged to Sick Leave

Under BOR policy VII – 7.45 IV.A., Add:

Unless there exists reasonable cause to suspect sick leave abuse by the employee, or an employee has a pattern of absences (i.e. particular day of the week, day before or after a holiday, etc.) or absences are having a negative impact on the employee’s ability to complete deadlines, an employee will not generally be required to submit verification of the use of accrued sick leave of less than five (5) consecutive days. When an employee has been placed on notice of the need for verification of sick leave for reasons of suspected sick leave abuse or for reasons described above, the supervisor must notify the employee in writing in advance of the requirement. Excessive use and/or abuse of sick leave may result in progressive disciplinary action up to and including termination from employment.

Section 10.3 – Attendance Incentive

During any calendar year (January 1st through December 31st) that a bargaining unit employee has zero (0) absences charged to sick leave, that employee shall be awarded a day of administrative leave, as of the first scheduled work day of the subsequent calendar year, to be used in the year in which it was awarded.

ARTICLE 11 – ACCIDENT LEAVE

The parties agree that Accident Leave entitlements and procedures will be administered in accordance with USM BOR policy VII – 7.40, as it is revised and amended from time to time.

ARTICLE 12 – FAMILY MEDICAL LEAVE

The parties agree that Family Medical Leave entitlements and procedures will be administered in accordance with USM BOR policy VII – 7.50, as it is revised and amended from time to time.

ARTICLE 13 – LEAVE OF ABSENCE

The parties agree that Leave of Absence Without Pay entitlement and procedures will be administered in accordance with USM BOR policy VII – 7.12, as it is revised and amended from time to time.

ARTICLE 14 – ADMINISTRATIVE LEAVE

Section 14.1 – Purposed and Applicability

Administrative leave permits an employee, under certain circumstances, to be absent from duty without loss of pay or without charge to accrued leave.

Section 14.2 – Emergency Conditions

Emergency conditions are those determined to be sufficiently serious to warrant the release of employees. Such conditions may include inclement weather, fire, power failure, civil disorders or other unusual circumstances which may endanger employees. Administrative Leave may be granted when emergency conditions exist. Employees designated as essential may be required to work on days when the Center declares an administrative leave day or partial administrative leave day, and will be compensated pursuant to Article 5.9 of this MOU.

Section 14.3 – Approval Authority

The President or designee may authorize administrative leave or place an employee on administrative leave for any purpose considered to be in the best interests of the Center.

ARTICLE 15 – OTHER LEAVE

Section 15.1 – Military Leave

The parties agree to incorporate into this MOU BOR policies VII – 7.23, Military Leave with Pay for Administrative and Classified Personnel, and VII – 7.24, Call-Up to Active Military Duty During a National or International Crisis or Conflict for USM Exempt and Nonexempt Staff Employees on Regular Status, as revised and amended from time to time, governing such entitlements and procedures, including policies for emergency military service.

Section 15.2 – Jury Service and Legal Actions Leave

The parties agree that Jury Service and Legal Action Leave will be administered in accordance with BOR policies VII – 7.21 and BOR policy VII – 7.22 respectively, as they are revised and amended from time to time, except that:

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

ARTICLE 16 – WAGES

Section 16.1 – Wages and Pay Scales

During the term of this MOU, bargaining unit employees will be paid in accordance with USM’s Nonexempt Pay Scale.

Section 16.2 – Merit Pay and COLA

For Fiscal Years (FY) 2021, 2022, and 2023: A merit pay adjustment will be provided for all eligible bargaining unit employees who receive a rating of Fully Successful or better, at whatever amount and effective date as specified by legislative appropriation. Further, a cost of living allowance (COLA) will be provided to all bargaining unit employees at an amount and effective date as specified by legislative appropriation.

In addition to the above, either party may reopen this MOU during the month of August in each year for the sole purpose of negotiating over the subject of: COLA, if any; merit, if any, and what funding

considerations and requirements, if any, shall be included in the UMCES' budget request submitted to the Chancellor of USM for the next fiscal year. All other terms and conditions of this MOU shall remain in full force and effect during any such reopener and throughout the duration of this MOU.

Section 16.3 – Referral Bonus

If the Human Resources Director determines that an unfilled position is critical and difficult to recruit, the HRD may authorize a referral bonus award of at least two hundred fifty dollars (\$250) as a one time payment (not included in the annual salary) to any current employee, who refers a candidate who is subsequently hired and who successfully completes the original hire probationary period. The referral bonus will be paid at the end of the original hire probationary period.

Section 16.4 – Performance Bonus

Up to five percent (5%) of regular bargaining unit employees shall be eligible for a one time five hundred dollar (\$500.00) cash bonus each year they achieve an overall annual performance rating of Outstanding. The determination of who, if anyone, will receive the award in any given year will be made by a committee comprised of the four Associate/Assistant Laboratory Directors and the HRD.

Section 16.5 – Extraordinary Performance Award

With the HRD's recommendation and at the sole discretion of the President of UMCES, an award consisting of a one-time nonrecurring bonus of at least five hundred dollars (\$500.00) or an additional salary increase may be made to a bargaining unit employee, who has made what is universally understood to be an extraordinary contribution to UMCES.

ARTICLE 17 – PERFORMANCE MANAGEMENT PROGRAM (PMP)

Section 17.1 – General Information

- A. All employees shall have an annual formal performance evaluation.
- B. The appraisal period is January 1 through December 31, and the final rating process is to be completed by March 30 of the following year. However, continuous performance assessment should occur throughout the year, including a mid-year discussion between the employee and his supervisor, where the employee's strengths and areas for improvement are discussed.
- C. The evaluation process is to be based on the employee's USM Job Classification and individual position description.

Section 17.2 – UMCES Administrative Units

Center administrative units will administer the PMP process for their employees in a fair and consistent manner. This includes scheduling release time for supervisors and employees to attend any scheduled PMP training, establishing and communicating performance expectations and allocating performance-based rewards and outcomes.

Section 17.3 – Supervisory Responsibilities

The supervisor conducting the performance review shall be the employee's assigned supervisor, as determined by the Center, who in the ordinary course of business may be the individual responsible

for assigning and reviewing the employee's work, signing time sheets, and approving leave. Supervisors should follow the following steps during the rating period.

A. Set Expectations

1. Between November 1 and December 31, the supervisor and the employee shall set expectations for the upcoming appraisal period. Specifically, the supervisor shall solicit and consider the employee's input, and set and revise weightings as may be necessary to reasonably and accurately reflect the employee's position description, and to put the new evaluation plan into effect. The evaluation plan should also include any additional goals and expectations for employee performance, and may note opportunities for the employee to provide extra-ordinary performance to the Center. The supervisor and employee shall sign and date the evaluation plan. If the employee does not agree with the evaluation plan, they may attach comments to the plan for inclusion in the employee's final evaluation.

B. Mid-Year Performance Review

At mid-year, the supervisor should meet with the employee to discuss:

1. Whether the employee's position description is still current. If there have been substantial changes to the duties and responsibilities to the position, consider revising the position description in accordance with Article 22 of this MOU.
2. Employee progress to date, including employee strengths and areas for improvement and any other factors which may assist the employee in accomplishing his overall objectives for the next appraisal period. Specific feedback is appropriate. Any specific problem areas should be called to the employee's attention, along with suggestions on how the employee may make needed improvements to overcome the problem. This could involve training, tutoring, closer supervision or other appropriate intervention.
3. The mid-year performance review will be documented in writing, and will include any modifications made to the employee's position description.
4. The supervisor will advise an employee in writing of any areas where performance is unsatisfactory during the first half of the rating period and will provide recommendations on how the employee may improve performance to an acceptable level.

C. End of Year Performance Evaluation

1. The supervisor shall take the following steps:
 - a. Obtain input from team leaders, faculty, etc., as appropriate, regarding the employee's performance.
 - b. Offer the employee the opportunity to provide written input, which may include a self-assessment. Such input shall be considered by the supervisor when completing the evaluation.
 - c. Meet with the employee's next level supervisor to discuss all input and reach consensus on the employee's rating on each performance factor and development plan.
 - d. Meet in a private location with the employee to review the rating and development plan. Any comments provided by the employee shall be attached to the evaluation form. The employee will then sign and date

the form, indicating that he has received and discussed the rating. The employee's signature does not necessarily imply agreement with the rating. At the employee's discretion, he may provide comments that shall be attached to the evaluation.

2. The evaluation form, together with any further employee comments, will be forwarded to the next level supervisor for final review, approval and signature.
3. The supervisor will provide a copy of the final PMP form to the employee and promptly forward the original to the HRD through the AD.
4. Supervisors shall be held accountable in their own performance evaluations for conducting the PMP process with their employees in a competent and timely manner, including compliance with BOR policies and Center administrative procedures.
5. Initial and refresher PMP training may be held at each location. New employees and supervisors are responsible for ensuring their attendance. Other employees may attend at their discretion, work requirements permitting.
6. Performance information collected during the PMP process shall provide a basis for the allocation of performance based rewards and outcomes such as:
 - Merit pay;
 - Performance bonuses;
 - Formal recognition for high performance.
7. Performance Evaluation Criteria:
 - Outstanding** – Performance that substantially and consistently exceeds expectations. Specific examples are required.
 - Above Standards** – Performance that consistently exceeds expectations.
 - Fully Successful** – Performance that meets expectations.
 - Below Standards** – Performance that does not meet expectations and improvement is needed. Specific examples are required.
 - Unsatisfactory** – Performance that is well below expectations and immediate improvement is needed. Specific examples are required.
8. The overall performance rating shall be determined by the formula provided on the performance evaluation form.

ARTICLE 18 – TRANSPORTATION EXPENSE

Section 18.1 – UMCES Vehicles

Employees who are directed by the Center to travel for official Center business shall normally be provided a vehicle by the Center. At the Center's discretion, an employee will be issued the vehicle at the end of the prior day's shift. Center's vehicles shall be used solely for business purposes in accordance with applicable policies, procedures, and practices. If a Center vehicle is not issued, the employee will use their own vehicle and be reimbursed at the then current reimbursement rate established in BOR policy.

The parties agree to incorporate into this MOU BOR policy VIII- 11.10, Schedule of Reimbursement Rates, as revised and amended from time to time.

Section 18.2 – Travel Reimbursement

The Center will reimburse employees for transportation and travel expenses, including expenses for lodging and meals if overnight travel is required, in accordance with applicable policies, procedures, and practices.

ARTICLE 19 – HEALTH, SAFETY, AND WELFARE

Section 19.1 – Duty to Provide for Safe Work Environment

The Center shall provide a safe, secure, and healthful working environment for all employees. The Center shall comply with the federal Occupational Safety and Health Act (OSHA) and all other applicable Federal, State, and local laws and regulations.

Section 19.2 – Unsafe Work Conditions

When an employee is confronted with a choice between not performing assigned tasks or subjecting himself to what he reasonably perceives to be potential injury or death arising from a hazardous condition, the employee may pursuant to applicable State and Federal law, refuse in good faith to expose himself to the dangerous condition. However, prior to refusing the assignment, if time and circumstances permit, the employee must explain the perceived hazard with the on-site or next level supervisor in an effort to resolve the situation.

Section 19.3 – Personal Protective Clothing and Equipment

The Center will provide all personal protective clothing and/or equipment that is required by applicable law, regulations and policies. For employees who wear prescription glasses, and who are required to wear prescription safety glasses by applicable law or regulation, up to a one hundred twenty-five dollar (\$125.00) reimbursement will be made toward the purchase of prescription glasses with safety lenses, once during the period of this MOU. For employees who are required by applicable law and/or regulation to wear steel toed or composite toed shoes, up to a one hundred dollar (\$100.00) reimbursement will be made to the employee once per calendar year during the period of this MOU upon submission by the employee of valid receipt of purchase.

Section 19.4 – Workplace Violence and Harassment

REFERENCE GOVERNOR'S EXECUTIVE ORDERS. The Center shall endeavor to provide a safe work environment, free from violence and harassment for all employees and will comply with governor Executive Order No. 01.01.1998.25.

ARTICLE 20 – PERSONNEL FILE

Section 20.1 – Location of Official Personnel File

There shall be one (1) official personnel file for each employee, which file shall be maintained in the UMCES Human Resources Office pursuant to BOR policy VII – 6.02.

Section 20.2 – Employee Personnel File Review

An employee, or, with the written authorization of the employee, the employee's authorized representative, shall have the right to review their personnel file upon written request, during business

hours, in the presence of the HRD or his/her designee, with no loss of pay. For employees located at Horn Point, the Center shall make the file available for review within three (3) workdays of the request. For security reasons, the file of an employee not located at Horn Point will be sent at the next opportunity for hand delivery to the requesting employee's AD, with the file sealed for the purposes of delivery, and with hand delivery made normally within one (1) week of the request. The employee, or, with the employee's written permission, the employee's authorized representative shall be permitted to copy any documents from the employee's personnel file. Employees shall be provided a copy of all documentation placed in their personnel file other than routine personnel transaction forms.

Section 20.3 – Employee Addendums

Employees shall have the right to respond in writing to any materials placed in their official personnel file. The employee may append a response of no greater than two (2) pages to the appropriate document.

Section 20.4 – Retention of Records

After twenty-four (24) months without any further disciplinary action, the record of any written reprimand shall be expunged at the employee's request, and may no longer be relied upon in applying progressive discipline.

ARTICLE 21- OPPORTUNITIES FOR BARGAINING UNIT POSITIONS

- A. When a vacant bargaining unit position is to be filled, the Center will advertise internally (to include an email to all-UMCES) and may advertise externally as well, for a period of no less than ten (10) 4 working days. The position announcement will identify the position by the title and pay range and shall include the minimum qualifications and skills necessary for the position in accordance with USM Job Class Specifications. The announcement will also state how and where to apply and the closing date for receipt of applications.
- B. Any employee may submit an application for an advertised vacancy. The Center shall create a highly qualified list derived from applications who meet the minimum qualifications for the position. All employee applicants who submit a timely application and meet the following criteria shall be placed on the highly qualified list and shall be interviewed.
 1. Have not been required to provide verification for sick leave use, pursuant to Article 10 of this MOU, within six (6) months of the date of the application;
 2. Have proof of possession of the posted minimum qualifications and skills necessary for the position. Proof of qualification and skill necessary to perform the duties of a position must be evident and clearly documented for any applicant.
- C. Selection shall be based upon merit principles, including the following criteria:
 - Oral Interview
 - Work history (including prior evaluations)
 - Educational background
 - Certifications
 - References
- D. Where two or more applicants are equally qualified, seniority in the Center shall be the determining factor.

ARTICLE 22 – JOB CLASSIFICATIONS AND JOB DESCRIPTIONS

- A. Each year, to coincide with the mid-year review process, each employee shall receive a complete and accurate position description.
- B. A request for reclassification review may be submitted by the President or designee, the appropriate administrator(s) to whom the position reports, or the incumbent employee.
- C. An employee believing his position is incorrectly classified may request, through his immediate supervisor, the HRD conduct a classification study of the position. Such study shall be completed in a timely manner unless a study of the job in question has been completed within the previous twelve (12) months and the job duties have not significantly changed. The following procedures apply:
 - 1. The employee’s request shall contain a revised position description form, completed jointly by the employee and the employee’s immediate supervisor, and submitted through the AD to the HRD. If there is not agreement on the contents of the position description, the HRD will conduct an on site review and make a determination.
 - 2. The HRD will then compare the position description to the USM job class specifications to determine the appropriate classification.
 - 3. The HRD shall issue a written determination as a result of the study and provide a copy to the employee in a timely manner.
- D. When job descriptions are changed, employees shall be furnished a copy.
- E. Terms such as “other duties as assigned” shall mean duties relevant to carrying out the mission of the Center.
- F. All reclass promotions shall be in accordance with UMCES policy VII – 9.40, Section IV.B – Policy on Salary Upon Transfer or Reclass for Nonexempt Employees, except that following the satisfactory completion of a probationary period the individual shall receive an additional 2.5% salary increase.

ARTICLE 23 – TRAINING AND DEVELOPMENT

Section 23.1 – Accreditation, Licensure, or Certification

Employees who are assigned or volunteer and are approved by the Center to assume additional duties in their job classification which require accreditation, licensure or certification, shall be granted time off with pay, consistent with the operational needs of the Center, and be reimbursed for any cost associated with the accreditation, licensure or certification. The Center shall grant the necessary time off with pay and/or provide in-service training for employees required to maintain accreditation, licensure or certification as a minimum qualification for their position. The Center shall reimburse the costs required to maintain a valid commercial driver’s license as a condition of their employment, the Center will pay the cost of and grant time off for physical examinations required for obtaining and renewing their Commercial Driver’s Licenses.

Section 23.2 – In-service Training

Whenever employees are required to participate in in-service training programs, they will be given time off from work with pay to attend such programs. Travel time will be reimbursed, in excess of the employee’s normal round trip commute in accordance with Center policies. The cost of such

training will be paid by the Center. When employees are scheduled for an in-service training day, they shall not ordinarily be scheduled to work the shift immediately before or after the training.

Section 23.3 – Time Off for Education

When an approved job related course is offered during an employee’s working hours, and the employee wishes to attend the course, the Center will consider approving the employee’s request to adjust their work hours in order that they may attend. Such decision shall be based on operational needs. The term “job related” includes preparation for potential promotion as well as improvement in currently utilized skills and knowledge.

ARTICLE 24 – DISCIPLINE AND DISCHARGE

Section 24.1 – Grounds for Disciplinary Action

The following shall be considered grounds for disciplinary action against an employee:

1. Incompetence, incapacity or inefficiency in performance of duties;
2. Violation of laws, official rules, regulations, policies or procedures;
3. Insubordination or serious breach of discipline;
4. Conviction of a felony or conviction of a misdemeanor involving moral turpitude;
5. Negligence in performing duties;
6. Misuse of Center property;
7. Falsifying reports;
8. Conduct that brings the Center into public disrepute; and
9. Committing an act, not previously specified, when there is a connection between the employee’s alleged misconduct and an identifiable detriment to the Center.

Section 24.2 – Disciplinary Actions Permitted

The Center may take the following disciplinary actions against an employee; the severity of the offense would determine level of discipline:

1. Verbal warning (with counseling memo notice to file)
2. Written reprimand;
3. Leave with pay;
4. Forfeiture of annual leave;
5. Suspension without pay;
6. Denial of annual merit increase;
7. Demotion to a lower pay grade; and
8. Removal from employment.

Section 24.3 – Burden of Proof

In all disciplinary actions imposed by the Center under this section, the Center has the burden of proof. After taking a disciplinary action against that employee, the Center may not impose an additional disciplinary action against that employee for the same conduct. However, a suspension pending charges for removal and a subsequent removal may arise from the same misconduct, with the employee entitled to appeal each action separately.

Section 24.4 – Prerequisites to Imposing Disciplinary Action

- A. The Center will attempt to correct employee misconduct through progressive discipline; however, levels of progressive discipline may be bypassed based on the severity of the offense or where there is a potential danger to people, property or the mission of the Center. Discipline will be applied in a fair and consistent manner.
- B. Before taking any disciplinary action, the Center shall generally:
 - 1. Investigate the alleged misconduct
 - 2. Meet with the employee;
 - 3. Consider any mitigating circumstances;
 - 4. Determine the appropriate disciplinary action, if any, to be imposed; and
 - 5. Give the employee a written notice of the disciplinary action to be taken and the employee's appeal rights.
- C. The Center may also consider, when deliberating over the appropriate degree of discipline, the employee's (1) overall employment history, (2) attendance record, (3) disciplinary record, (4) work habits, and (5) relations with fellow employees and supervisor. Barring extraordinary circumstances, disciplinary action shall then be imposed no later than thirty (30) days after the Center became aware or had reason to have become aware of an allegation of misconduct against the employee to be disciplined, except as provided in Section D below.
- D. Disciplinary suspensions, other than suspensions pending charges for removal, shall be implemented within three (3) work days of the alleged infraction or knowledge of the alleged infraction by the responsible supervisor or administrator. Upon agreement of the Union and the Center, the aforementioned time limitation may be extended to a mutually agreed upon date. All suspension days shall be consecutive.
- E. Employees may appeal disciplinary actions pursuant to the Grievance and Appeal Procedure, Article 25.

Section 24.5 – Performance Based Actions

The Center may discipline an employee for reasons related to the employee's performance. In such cases, a performance improvement plan, if appropriate, will be incorporated into the progressive disciplinary process. Before an employee may be disciplined for performance-related reasons, the Center will adhere to the prerequisites for disciplinary action found in Section 24.4 above.

Section 24.6 – Special Appeals

The parties agree to incorporate into this MOU, BOR policy VII – 8.10 on Special Action Appeals for Classified Employees, as it is revised and amended from time to time.

Section 24.7 – Right to Representation

An employee shall have the right to representation, upon request, at any meeting held pursuant to Section 24.4 B of this Article where the employee reasonably believes that they may receive disciplinary action as a result of answering the Center's questions. The Center shall specifically advise an employee in advance that any meeting is being held pursuant to Section 24.4 B.

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

Section 24.8 – Polygraph Tests

Except as otherwise provided by law, employees may not be required to submit to a polygraph test.

Section 24.9 – Rejection on Original and Status Change Probation

- A. An employee whose job classification has been changed as a result of a promotion, demotion, transfer or reinstatement 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, or shall be restored to any vacancy which exists in the employee's former classification within the department, for which they are qualified.
- B. Appeals of rejection on original and status change probation will be in accordance with Section 13-204 of the Education Article and Article 25 of this MOU, Grievance and Appeal Procedure.

ARTICLE 25 – GRIEVANCE PROCEDURE

The parties agree to incorporate BOR policy VII – 8.00 USM on Grievances for Exempt and Nonexempt Staff Employees, as it is revised and amended from time to time.

ARTICLE 26 – LAYOFFS

The parties agree to incorporate BOR policy VII – 1.3 on Layoffs for Unclassified and Classified Personnel as revised and amended from time to time.

ARTICLE 27 – OUTSOURCING OF SERVICES

The Center recognizes the integrity of the bargaining unit and will give due consideration to the potential adverse impact on bargaining unit employees when deliberating on a decision to contract out for services. Such decisions will take into consideration fiscal and/or operational efficiency. In the event the Center determines that it may be appropriate to contract out and proposes to use nonbargaining unit individuals to displace continuing bargaining unit positions, it will act in accordance with all applicable BOR policies, and other applicable regulations and statutes. Displacements resulting from such actions will be conducted in accordance with Article 26 of this MOU.

The Center will provide the Union, at the time of issuance, a copy of any request for proposal that seeks bids for permanent services which are being performed by bargaining unit employees.

The Center will normally provide the Union with at least thirty (30) days notice prior to awarding a contract.

Within ten (10) days of receiving notice of the intent to outsource, the Union may request and the Center will provide information which will consist of the nature of the services to be contracted out, the rationale for and the level of savings expected from

the proposed contracting out, the duration of the proposed contract, and the identity of any affected employee(s).

Within ten (10) days of receiving such information, at the Union's request, the parties shall meet to consider all Union recommendations regarding alternatives to the proposed outsourcing.

ARTICLE 28 – INSURANCE AND BENEFITS

Section 28.1 – Benefit Programs

Employees covered by this MOU who are otherwise eligible may participate in the health and other benefit 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 USM and State employees. Such programs may include, but are not limited to, the following:

- Life Insurance
- Health Care Program
- Long Term Disability
- Health and Dependent Care Spending Accounts
- Maryland State Retirement and Pension System
- Personal Accidental Death and Dismemberment
- Prescription Drug Plan
- Supplemental Retirement Plans

Section 28.2 – Open Enrollment

The Center will conduct an open enrollment period each year in accordance with the directions of the Department of Budget and Management for the State of Maryland, at which time eligible employees shall be able to enroll in a health plan, continue enrollment in their current plan, or switch to another plan. Unless there is a mandatory open enrollment, employees who take no action during open enrollment and who are otherwise eligible will automatically be re-enrolled in their current plans and coverage. The Center agrees to mail open enrollment information to any employee who, on the first day of open enrollment, is scheduled to be on approved leave for more than 80% of the open enrollment period.

The Center shall ensure that employees are afforded an opportunity to attend a health fair offered on site or in the surrounding community area. If a health fair is held on site, the Union will be provided with space; if the health fair is held by another facility, the Center shall make a request to the host of the health fair that the Union be similarly provided with space.

ARTICLE 29 – EMPLOYEE ASSISTANCE PROGRAMS

The Center and the Union recognize the value of an assistance and referral program to those employees who may have need of such services. Therefore, the Center agrees to continue the existing Employee Assistance Program.

ARTICLE 30 – DRUG AND ALCOHOL TESTINGS

Drug and alcohol testing shall be done in a fair and equitable manner in strict observance of all applicable law and regulations. All employees subject to such testing shall be so informed at the time they assume the testing-eligible position.

ARTICLE 31 – EMPLOYEE FACILITIES

Employees shall continue to be provided reasonable use of all Center libraries and recreational facilities.

ARTICLE 32 – TUITION REIMBURSEMENT

The parties agree to incorporate into this MOU BOR policy VII – 4.10, Tuition Remission for Faculty and Staff, as revised and amended from time to time.

ARTICLE 33 – LABOR MANAGEMENT ADVISORY COMMITTEE

There shall be a labor-management committee consisting of two bargaining unit employees and two management representatives. The Committee will be co-chaired by one representative from each side. The committee will meet as needed, but at least quarterly unless waived by both co-chairs, and consider issues of mutual interest. A Union labor relations specialist may participate in the committee meeting. Committee meetings may convene electronically.

ARTICLE 34 – MID-CONTRACT NEGOTIATIONS

Section 34.1 – General

The Center may, due to budgetary or other business-related reasons, find it necessary to make changes in its operations that may impact bargaining unit employees. The Center will notify MCEA of such changes which will, then, be subject to negotiation pursuant to Section 34.2 of this MOU.

Section 34.2 – Notification of Changes

Prior to implementing any change that affects employees' wages, hours, and other terms and conditions of employment, the Center will provide the Union with reasonable advance notice of such change. Unless circumstances prohibit, the minimum notice to the Union of the intended change in working conditions subject to this obligation is thirty (30) days. If the Union submits negotiable proposals relative to the change within ten (10) calendar days of receipt of notice, the parties will promptly initiate negotiations as required by applicable law and regulation. Center and Union agree to negotiate in good faith. Such consultation and negotiation will not, however, prevent the Center from implementing such changes within a reasonable period of time if, following good faith negotiations, there has not been mutual agreement.

Section 34.3 – Union Initiated Negotiations

At the request of the Union, the parties will negotiate matters pertaining to matters or conditions of employment not otherwise covered in this MOU and which could not have reasonably been anticipated at the time the parties negotiated this MOU.

ARTICLE 35 – MISCELLANEOUS

Section 35.1 – Totality of Agreement

All understandings and agreements between the parties are set forth in this MOU, and it shall constitute the sole and entire agreement between the parties for its duration. The Center and the Union acknowledge that each has had a full and unlimited right and opportunity to bargain over any and all matters pertaining to wages, benefits, and other conditions during the negotiation of this MOU.

Section 35.2 – Savings Clause

In the event any part of this MOU becomes invalid by operation of law after its implementation, the remainder of this MOU will not be affected but will remain in full force and effect. In the event any provision is thus rendered invalid, upon written request of either party, the Center and the Union shall meet promptly and attempt to negotiate a substitute for the invalid provision. The Center may implement action necessary to assure compliance with applicable law within a reasonable period of time it, following good faith negotiations in accordance with Article 34, there has not been mutual agreement.

ARTICLE 36 – DURATION, RENEWAL, AND REOPENER

Section 36.1 – Duration

The MOU shall become effective at 12:01 A.M. January 1, 2020, provided all conditions precedent to its effectiveness have been met. No portion of this MOU shall be implemented until all of its provisions are effective. No provision of this MOU has retroactive application unless required by law. This MOU expires at 11:59 P.M. on December 31, 2022. Unless either party provides notice pursuant to Section 36.2, this MOU shall be automatically renewed from year to year after December 31, 2022 as a one year extension agreement, to be ratified by both parties.

Section 36.2 – Renewal

Should either party desire to renew this MOU, they may only do so by providing written notification of its intent to do so to the other party at any time prior to the last twelve (12) month period of its duration. After notification is provided, the parties shall then commence negotiations for a successor MOU, during the last year of this MOU at dates and times agreed to by the parties.

ARTICLE 37 – FLEET OPERATIONS

Recognizing their unique duties, it is agreed that employees of the RFO shall have their occupation-specific working conditions addressed in Appendix A. Where a matter is not specifically addressed in Appendix A, the terms of this MOU shall apply.

APPENDIX A

SPECIAL PROVISIONS FOR RESEARCH FLEET OPERATIONS

A.1 – Work Schedule In Port

The work schedule of crew members in port will be from 0730 to 1600. Crewmembers will receive a thirty (30) minute period for lunch, at the same time each day, approximately midway through the workday. The approved lunch period will become the crew member's standard lunch period based on operational interests. The lunch period is uncompensated and the crew member is free to leave the Center's premises, but must be at their work location prepared to resume work at the end of the period.

Crewmembers may be permitted a fifteen (15) minute mid-morning rest break. If granted, the rest break is official duty time and crew members must remain on the Center's premises. Leaving the work site during rest break requires supervisory approval. The Center may change, shorten, or eliminate a rest break based on operational requirements.

Crewmembers who engage in dirty work will be granted the last fifteen (15) minutes of their work shift to clean up.

A.2 – Work Schedule Underway

The parties recognize that, as a research institution, it may be necessary to conduct scientific operations around the clock. As such, RFO vessels are subject to sail at most any hour of the night or day to meet the needs of science. The work schedule for crew members when their vessel is underway will be established by the needs of the scientific project using the vessel. The Captain of each vessel will determine departure times and estimated times of arrival back in port, based on a Cruise Plan submitted in advance by the scientist in charge of the cruise. In nonemergency situations, Crewmembers' work schedules will be assigned by the Captain based on the Cruise Plan and the scientific requirements of the cruise. Crewmembers will be given as much advance notice of the work schedule for each cruise as is reasonably possible.

Due to the many variables associated with operating oceanographic research vessels, the work schedule of crew members when the vessel is underway may be subject to change at any time. Inclement weather, equipment failure or other problems may force the cruise to be delayed, or sailing times changed, with little if any, notice.

A.3 – Drug Testing

In 1988, federal regulations were issued through the United States Coast Guard, Department of Transportation, calling for drug and alcohol testing of marine crew members and others. The intent of the regulations is to improve safety by reducing the incidence of drug and alcohol abuse by marine personnel.

The parties agree to the drug and alcohol testing policy, dated June 28, 1991 as applicable to represented Center crew members. Furthermore, the parties acknowledge that the testing requirements contained in this policy have been established as a result of federal mandates. If the federal regulation (46 CFR Parts 4,5, and 16) of the Coast Guard regulations affecting this policy are

changed, either party may initiate bargaining over the impact on unit employees of the sections of the policy affected by the regulatory changes.

For details, refer to the Center's Drug Testing policy for the Research Fleet Operations.

A.4 – License and Endorsement Upgrades

Crewmembers must maintain a valid United States Coast Guard license and Federal Communications Commission radio permit as per the position's current Job Class Specification. The Center will reimburse employees the cost to maintain their professional documents. An approval must be received from the Center's Marine Superintendent prior to incurring the costs of upgrading or renewing these documents.

A.5 – Overtime

Research Fleet Operations employees will earn overtime compensation for work in excess of forty (40) hours per week while at sea at a rate of time and a half (1 ½) . They will be paid overtime, or, by mutual agreement, the employee and the Center may elect to substitute compensatory time, at a rate of one (1) hour worked to one and a half (1 ½) hours of compensatory time, for any hours worked in excess of forty (40) hours per week while at sea. Such compensatory time earned at sea may be banked and used during the upcoming off-season.

SIDE LETTER ON CELL PHONES FOR HPL BARGAINING UNIT MAINTENANCE

For the duration of this MOU, certain HPL maintenance employees, as determined by the HPL Assistant Director of Facilities, will be assigned cell phones for the convenience of UMCES. The cost of such phones will be without charge to the individual employee, unless the Assistant Director of Facilities determines that personal usage in any given month exceeds what would be considered as "de minimis" by the Internal Revenue Service, in which case the employee would be required to reimburse UMCES for the excess use.

 1/15/2020

Lisa A. Ross UMCES

Date

 1/15/2020

Michael Keeney MCEA

Date

SIDE LETTER ON TASK APPROPRIATE CLOTHING

For the duration of this MOU any employee assigned a task for which specialized clothing is required shall have that clothing provided by the appropriate supervisor.

Lisa A. Ross 1/15/2020

Lisa A. Ross UMCES

Date

Michael Keeney 1/15/2020

Michael Keeney MCEA

Date

Except as specified herein, this MOU will be in effect until 11:59 P.M. December 31, 2022

Michael Keeney 12/30/19

Michael Keeney Date
Labor Relations Specialist
Maryland Classified
Employees Association

Peter Goodwin 12/13/19

Peter Goodwin Date
President
University of Maryland
Center for Environmental Science

Christopher Farnell 12/16/19

Christopher Farnell Date
Employee Negotiator

Lisa A. Ross 12/13/19

Lisa Ross Date
Negotiator UMCES

Gordon Dawson 12-16-19

Gordon Dawson Date
Employee Negotiator
