

CONTINGENT-CATEGORY II EMPLOYMENT AGREEMENT



Date:

Dear _____:

On behalf of the _____ of the University of Maryland Center for Environmental Science (UMCES), I am pleased to offer you the position of _____ as a Contingent-Category II ("C2") employee of the University of Maryland. When signed by yourself and all designated University officials, this document shall constitute your complete contract of employment. All rights and obligations pertaining to this position and your employment are set forth in this agreement, as follows:

1. Your Contingent-Category II appointment will begin on _____ and is authorized until _____, unless terminated sooner in accordance with this Agreement. Your appointment may be terminated by the University upon thirty (30) days notice at any time such termination is determined to be in the best interest of the University. Your appointment may also be terminated without notice for cause, or for loss or modification of allocated funding. There exists no expectancy of continued employment or renewal of this contract beyond the above noted term. This appointment is subject to renewal only as provided for in Board of Regents Policy VII-1.40 *"USM Policy on Contingent Status Employment for Nonexempt and Exempt Staff Employees."*

If you are not a U.S. citizen or a permanent resident, you must have a valid visa or Employment Authorization card that permits employment during the contract period. You must provide your departmental payroll representative with your choice from the List of Acceptable Documents from those listed on the INS Form I-9 (the federal employment eligibility verification form). It is your responsibility to ensure that these supporting documents are valid for the entire duration of the employment term.

2. This is a _____ position, each workweek to consist of not less than _____ hours each week. This position is considered to be _____ for overtime purposes. Payment for hours worked beyond 40 hours in a week for positions identified as non-exempt shall be made according to the overtime provisions of the Fair Labor Standards Act, subject to prior approval by your supervisor. If this appointment is considered an exempt position and you are paid on a bi-weekly, salaried basis, you shall not be entitled to payment for overtime hours worked.

3. The annualized rate of pay for this _____%-time position will be _____, paid from FRS account _____. This amount includes a base salary of _____, and following optional benefits, if applicable:
- a. A health insurance subsidy of _____. The subsidy for health insurance will continue upon evidence of enrollment and continuing membership. You may choose to enroll in one of the state health insurance plans within sixty (60) days of your employment date or during the next open enrollment period. Payroll deduction is not available for this benefit.
 - b. A retirement subsidy of _____ to contribute to a SRA offered within USM. This subsidy will continue upon evidence of enrollment and continuing membership. The full subsidy must be contributed within the duration of this contract.
 - c. In the event that university employees are granted a cost of living adjustment during the term of the agreement, you maybe eligible to receive the adjustment when it is granted by the State of Maryland, which will change the base salary of the contract.
 - d. This position is considered to be essential for the purposes of responding in emergency conditions. Essential employees are required to perform their duties, unless otherwise directed by their supervisor, after an emergency condition has been declared (e.g., closure due to snow). The provisions of the Board of Regents Policy on Emergency Conditions (VI-12.00) shall apply. Additional departmental procedures, if applicable, for essential employees shall be provided to you upon your appointment.”

4. You shall receive and be subject to the following employee benefits and salary deductions:

- a. Worker's compensation
- b. Unemployment insurance
- c. FICA (Social Security)
- d. Maryland and Federal income tax withholding
- e. Legal protection to the extent defined and authorized under Maryland Annotated Code, State Government Article, Sections 12-304 et seq. and 12-401 et seq. (1984).

5. The following benefits and programs shall apply to your appointment, which may be subject change without notice by either the USM or the State. Subject to available departmental funding, the minimum benefits extended by policy may be augmented by offering leave benefits equivalent to those earned by regular employees in the same employment category, based on the total length of service. The following conditional benefits may be included in a Contingent-Category II Employment Agreement. *Conditional benefits may not exceed benefits available to regular employees in a similarly situated job class and employment category. The following conditional benefits are available to contingent category II employees and are pro-rated to the %FTE of the contract:

a. Leave accrual rate:

NOTE: At the end of the contract term, unused leave shall be

*personal leave cannot be carried over into a new contract.

NOTE: If either parties terminate the contract prior to its expiration or if the contract is not renewed, the accrued annual leave will be forfeited.

- b. You may elect to participate in the State Health Insurance programs that are available to State contractual employees by paying 100% of the premiums directly to the State Health Benefits Division. Participation shall be in accordance with the regulations of the State Department of Budget and Management. Enrollment through the State Health Benefits Division must be within the first 60 days of employment.
- c. You may participate in USM-sponsored insurance programs such as long-term disability, life insurance, supplemental retirement annuities, and deferred compensation plans.
- d. You may participate in the USM Tuition Remission program, at any USM Institution, subject to the terms and conditions subject to the provisions of BOR Policy 1.40–Policy on Contingent Status Employment for Nonexempt and Exempt Staff Employees, you are eligible to receive

tuition remission benefits at a rate of ____ credits for the fall and spring semester and ____ credits total for the summer sessions, in accordance to the policies of the attending institution.

- e. You may also participate in other programs with voluntary payroll deductions (e.g., U.S. Savings Bonds, Maryland Charities Campaign, and State Employees Credit Union [SECU]).
6. For the purpose alone of calculating benefits listed under paragraphs 2, 3, 4 and 5 of this agreement, your position shall be compared to that of a _____ employee.
7. As a Contingent-Category II employee, you are not eligible to participate in the State Retirement and Pension Systems or the Optional Retirement Program. However, you may participate in a voluntary Supplemental Retirement Annuity or Deferred Compensation Plan, even if a stipend is not included in this contract.
8. You will report to and work under the general supervision of _____ . The general description of your position is attached to this agreement.
9. It is recognized and understood that this position is one of a University of Maryland Contingent Category II Employee, and is not one within the non-exempt, exempt, or faculty service of the University, nor within the classified or non-classified service of the State of Maryland. Procedures, benefits, and other provisions of service pertaining to these categories of employment are not, unless specifically extended in this agreement, available to you as a University of Maryland Contingent-Category II Employee.
10. It is further understood that as a Contingent-Category II employee you are not covered by the University of Maryland Grievance Policy and Procedures. You may, however, bring work disputes to the attention of the department/unit director or designee, and/or seek assistance from the Office of Human Resources at (410) 228-9250 x606. You shall be covered by the applicable Federal and State of Maryland Equal Employment Opportunity and Affirmative Action laws, and other applicable USM employee protection policies.
11. If you are appointed to a regular position without a break in service you shall receive service credit for the total length of time served as a Contingent-Category II employee. The term "service credit" applies to completion of probation (provided the regular appointment is to the same position in the same department), tuition remission eligibility, and annual leave earnings rate. Any annual leave, sick leave, holidays, and/or personal leave balance as a Contingent-

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Position Description

The duties for this Contingent II position include the following:



