

CONTINGENT-CATEGORY I EMPLOYMENT AGREEMENT

Your Contingent-Category 1 appointment will begin _____ and is authorized until _____ unless terminated in accordance with this Agreement. Your appointment may be terminated by the University at any time that such termination is determined to be in the best interests of the University. Your title in this appointment is _____. You will be paid at a rate of _____ per hour. 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/laboratory 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. Your duties in this position are described on the second page of this form. The conditions for employment for this appointment are as follows:

1. This Employment Agreement shall serve as the formal contract specifying the terms and conditions of your appointment. A copy of this agreement will be kept in your employee file.
2. Your appointment is non-permanent and may be authorized for a maximum period of six months at one time. If your appointment is for 20 hours per week or more (50% or more of full-time employment) lasting for a period of six consecutive months, you shall be eligible for contract renewal to a lifetime maximum of 12 months under Contingent-Category I in that position (e.g., after the expiration of the original 6-month appointment, the contract may be renewed for six months, one time only).
3. If you are appointed to a non-exempt title or if you are appointed to an exempt title and you are paid on an hourly basis, you must be compensated at time and one-half for any hours over 40 in a workweek. If you are appointed to an exempt title and are paid on a bi-weekly, salaried basis, you shall not be entitled to payment for overtime hours worked.
4. Because of the nature of a Contingent-Category I appointment, your work schedule may be variable. You are not guaranteed to be scheduled to work.
5. You are not eligible to receive benefits, including, but not limited to, paid leave (annual, sick, personal, and holiday), participation in the group health plan, nor in a retirement or pension system.
6. You shall not be entitled to receive service credit for the time served in Contingent-Category I unless you have worked 50% or more full-time, on a consecutive basis, immediately preceding appointment through a competitive process to a regular position (no break in service). The term "service credit" applies to completion of probation (provided the regular appointment is to the same position in the same department), and annual leave earnings rate. Service credit is not applicable to any retirement rights.
7. A Cost of Living Adjustment (COLA) may be applied as provided for regular employees. If your employment agreement is renewed, a salary increase may be considered, consistent with that provided for regular employees in similarly-situated job classes and employment categories.
8. You shall have the required mandatory deductions via payroll deduction, e.g., Maryland and Federal Income Tax withholding, and Federal Insurance Contributions Act (FICA), which included Social Security and Medicare.

Acceptance:

My signature indicates that I have read and understand the conditions of employment for a Contingent Category I appointment as defined in University of Maryland Board of Regents Policy VII-1.40, Policy on Contingent Status Employment for Non-Exempt and Exempt Staff Employees.

Contingent I Employee Name (printed or typed) _____ Employee Signature _____ Date _____

Lab/Unit _____ Appointing Authority/PI _____ Date _____

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University of Maryland Center for Environmental Science

Position Description

The duties for this Contingent-Category I position include the following:

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