

1 opportunity to designate an employee to attend on MCEA's behalf. Such attendance
2 shall be for the purpose of gathering information to share with MCEA officials.

3
4 **Section 1.2 - Description of Bargaining Unit**

5 The term "employees" and "bargaining unit employees" as used in this MOU shall
6 mean all non-exempt employees of the Center other than those excluded under applicable
7 law.

8
9 **Section 1.3 - Bargaining Unit Status**

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

13
14 **Section 1.4 - New or Changed Positions**

15 A. If it is believed that the bargaining unit status of a position has changed due to
16 significant modification of duties, the Center or the Union, whichever is
17 proposing the change, shall notify the other.

18 B. The Center will promptly notify the Union of a decision to establish new non-
19 exempt positions. Such notifications will also include the Center's determination
20 of the bargaining unit status of new positions.

21 1. If a new position is a successor title to a position covered by this MOU with
22 no substantial change in duties, it shall remain in the bargaining unit.

23 2. If a new position contains a significant part of the work done by any position
24 in the bargaining unit or shares a community of interest with positions in the
25 bargaining unit, it shall become part of the bargaining unit.

26 The Union shall notify the Center within ten (10) workdays of receiving such
27 notice if it disagrees with the Center's bargaining unit status determination.

28 Failure of the Union to notify the Center of its disagreement with the Center's
29 bargaining unit status determination shall not be considered a waiver of either the
30 Union's or any employee's right to file a Petition to Contest Exclusionary

31 Designation under COMAR Title 14.

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

- 5 • the community of interest of the employees involved;
- 6 • the Center’s organizational structure;
- 7 • applicable provisions of the SPPA; and
- 8 • the recommendations of the Center and the Union.

9

10 **ARTICLE 2 - NON-DISCRIMINATION**

11

12 **Section 2.1 - Prohibition Against Discrimination**

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

18

19 **Section 2.2 - Union Membership/Activity**

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

24

25 **Section 2.3 - Representation**

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

29

30

31

1 **ARTICLE 3 - MANAGEMENT RIGHTS**

2
3 The Center, through its appropriate officers and employees, has the right, pursuant
4 to SPP Article Title 3, to:

- 5 • Determine the mission, budget, organization, numbers, types and grades of
6 employees assigned, the work projects, tours of duty, methods, means, and
7 personnel by which its operations are to be conducted, technology needed,
8 internal security practices, and relocation of its facilities;
- 9 • Maintain and improve the efficiency and effectiveness of Center operations;
- 10 • Determine the services to be rendered, operations to be performed, and
11 technology to be utilized;
- 12 • Determine the overall methods, processes, means, and classes of work or
13 personnel by which Center operations are to be conducted;
- 14 • Hire, direct, supervise, and assign employees;
- 15 • Promote, demote, discipline, discharge, retain, and lay off employees;
- 16 • Terminate employment because of lack of funds, lack of work, under conditions
17 where the Center determines continued work would be inefficient or non-
18 productive, or for other legitimate reasons;
- 19 • Set the qualifications of employees for appointment and promotion, and set
20 standards of conduct;
- 21 • Promulgate Center rules, regulations, or procedures;
- 22 • Provide a system of merit employment according to the standard of business
23 efficiency; and
- 24 • Take actions not otherwise specified in this section to carry out the mission of the
25 Center.

26
27 **ARTICLE 4 - UNION RIGHTS**

28
29 **Section 4.1 - Bulletin Board**

30 The Center agrees to provide space for one lockable bulletin board at each campus
31 which may be used exclusively by the Union for the purpose of posting notice of Union

1 business, meetings, activities, social events, and other matters determined by the Union to
2 be of interest to employees. Postings will be free of inflammatory, derogatory,
3 slanderous, unethical, and unlawful material. The Union representative posting the item
4 will initial and date it, and will simultaneously provide a copy to the Assistant or
5 Associate Director (AD) and Human Resources Director (HRD).

6
7 **Section 4.2 - Meeting Space**

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

13
14 **Section 4.3 - Access to Premises**

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

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

27
28 **Section 4.4 - Office Supplies**

29 The designated Union representative is authorized to make nominal use of black and
30 white copiers, fax machines, computers, and other office equipment for representational
31 purposes specifically authorized in this MOU, without charge. The representative shall

1 secure permission in advance to use such equipment and permission shall not be withheld
2 unless it interferes with official Center business. The Union will promptly reimburse the
3 Center for the cost of all long distance telephone calls and for any other expenses
4 incurred.

5
6 **Section 4.5 - Mail Service and E-Mail**

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

13
14 **Section 4.6 - Union Filing Cabinet**

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

18
19 **Section 4.7 - Distribution of Information**

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

24
25 **Section 4.8 - Employee Orientation**

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

31

1 B. The Center shall allow the Union representative and the employee(s) to meet
2 during the new employee's duty hours at a mutually agreed time and location for
3 a maximum of twenty (20) minutes. Such briefing may include an enrollment in
4 supplemental Union benefits. No overtime, travel time or travel reimbursement is
5 authorized to either party for this briefing.
6

7 **Section 4.9 - Information Provided to Union**
8

9 A. To the extent legally permissible and reasonably available, the Center shall
10 provide to the Union information pertaining to bargaining unit employees
11 including: accessions (includes employees hired into bargaining unit positions),
12 separations, promotions, transfers, reassignments, reclassifications, disciplinary
13 appeals, and grievances. This information will include agency code, position
14 number, classification, grade and salary, and effective date for each action. The
15 information listed, to include negative reports, will be provided by the 15th of each
16 month for actions effective by the 1st of that month. Information regarding
17 disciplinary appeals and grievances will only be subject to approval by the
18 employee.

19 B. Upon written request of the Union, the Center will provide other information, to
20 the extent not prohibited by law, that is reasonably available, relevant and
21 necessary for matters properly within the scope of collective bargaining. Such
22 information will be provided within a reasonable amount of time. Nothing herein
23 shall be construed to restrict the Union's right to request and receive information
24 in accordance with applicable public information acts.

25 C. The Center retains the right to reasonably charge the Union for labor and/or
26 materials necessary to satisfy the Union's request for any information that is not
27 specified in Section 1.2 or Section 4.9 (A).
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Section 4.10 - Union Representatives

The Center agrees to recognize one employee each from the Horn Point Laboratory and the Chesapeake Biological Laboratory, as designated by the Union, as the authorized employee representative. The Union will normally provide to the pertinent campus AD one week’s advance notice of a change of designated employee representative.

Section 4.11 - Paid Release Time for Union Business

Subject to Section 4.13, the Center shall grant time off with pay, from regularly scheduled work hours, including reasonable travel time and travel expenses when necessary to attend nominal informal problem resolution sessions of not more than thirty (30) minutes duration, negotiation sessions regarding supplementation or amendment of this MOU during its term, and any other meetings or activities called or agreed to by the Center for the purpose of carrying out the provisions of this MOU.

Section 4.12 – Paid Administrative Leave for Union Business

The Union shall be credited with a bank of time in the amount of sixty-four (64) 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 the 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, provided that at least four (4) hours are taken at any given time. 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.

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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 Section 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 meeting 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.

1
2 **ARTICLE 5 - HOURS OF WORK, WORKWEEK, SCHEDULES**
3

4 **Section 5.1 - Regular Work Hours**

5 Unless otherwise provided herein, the standard workweek for each employee shall
6 normally consist of five (5) 8-hour days for a total of forty (40) hours, Monday through
7 Friday. The regular hours of work each day shall normally be consecutive, except for
8 interruptions for meal periods. Any change in regular hours of work will be negotiated
9 except where a temporary change is made due to an emergency or unusual situation, or
10 where otherwise agreed to by the Center and the employee.
11

12 **Section 5.2 - Normal Business Hours**

13 The Center's normal business hours are from 8:00 a.m. until 5:00 p.m., Monday
14 through Friday. The parties recognize that as a research institution, scientific operations
15 are on going around the clock. This circumstance requires flexibility in order to meet
16 operational requirements. Laboratory Directors, the Sea Grant College Director and the
17 Vice President for Administration shall establish the hours of duty for each functional
18 area of their workforce based on its operational requirements (e.g. certain maintenance
19 operations, fleet operations, etc.), and these shall be the standard hours of operation for
20 that particular functional area. The standard hours of operation for particular functional
21 areas will be provided to the Union by the Center on a current basis.
22

23 **Section 5.3 - Shift Work Schedules**

24 Where work schedules vary, they will normally be posted at least thirty (30) calendar
25 days prior to the effective date of the posted schedule.
26

27 **Section 5.4 - Schedule Changes**

28 A. Involuntary schedule changes for a period of five (5) workdays or less, may be
29 made by the Center due to emergency or unusual situations. Such changes will be
30 rotated equitably among qualified employees and must be for the total hours of
31 the scheduled workday which is being changed. In the event of a non-permanent

1 involuntary schedule change of more than five (5) days duration, the Center will
2 notify the employee in writing, providing as much advance notice as is reasonably
3 possible under the circumstances. Employees adversely affected by such a
4 decision may request to meet with the Center to discuss alternatives to the
5 proposed schedule change. The Center will grant such request and schedule a
6 meeting, and Union representation is authorized if requested. In the event the
7 Center seeks to permanently implement new days/hours for a position(s) that had
8 not previously worked such hours, the Center shall provide the Union with notice
9 and an opportunity to bargain in accordance with this MOU.

10 B. An employee may request an adjustment to their standard work schedule by
11 submitting a written request to their AD via the chain of command. Such request
12 will be evaluated based on operational needs.

13 C. Nothing in this MOU shall preclude, with prior approval of management, trading
14 time or “swapping” shifts among employees in the same classification provided
15 they have the particular skills necessary to perform the work and such swaps do
16 not disrupt work. There will normally be no split shifts (unpaid break of greater
17 than one hour within the workday) unless requested or agreed to by the affected
18 employee(s).

19 D. The Center agrees that it will not make any involuntary schedule change that
20 affects an employee’s previously scheduled and approved leave, unless
21 unforeseen circumstances leave no other viable option. In the event that the
22 Center provides less than thirty (30) days notice of such a schedule change, the
23 employee will receive double time for all hours worked for which leave approval
24 had been reversed due to the schedule change.

25 E. Changes to procedures for selecting shifts and time and attendance recording
26 practices (sign-in, time clock, etc.) will be subject to Section 34.2

27

28 **Section 5.5-Work Time**

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

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Section 5.6 - Travel and Meal Allowance

An employee who is required to work more than two (2) contiguous hours beyond the regular work schedule shall be reimbursed for meal expenditures at the then current rate established in 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 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 of 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. Employee requests for exception 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, but must be at their work location prepared to resume work at the end of the period.
- 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. Current break practices for administrative staff shall continue. The rest break is official duty time and employees must remain on the Center’s

1 premises, and leaving the work site during the rest break requires supervisory
2 approval. The Center may adjust a rest break based on operational requirements.

3

4 **Section 5.9 - Essential Employees and Emergency Services**

5 A. An “essential employee” is an employee of a facility who has been designated as
6 vital to the operation of the facility, whose presence is required regardless of the
7 existence of an emergency condition, and whose absence from duty could
8 endanger the safety and well-being of the campus population and/or physical
9 plant. Employees designated as “essential employees” will be notified during the
10 mid-year performance review process.

11 B. The nature of an essential position may require that the employee work on days
12 when the Center declares an administrative leave day or partial administrative
13 leave day due to weather or other emergency conditions. Where this occurs, the
14 employee who works during this period of declared administrative leave will be
15 granted administrative leave for hours worked during the period of declared
16 administrative leave, resulting in double time for such hours worked.

17

18 **ARTICLE 6 - OVERTIME AND ADDITIONAL COMPENSATION**

19

20 **Section 6.1 - Overtime**

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

24 B. Employees shall be paid overtime pay for any time worked over forty (40) hours
25 in that employee’s standard work week, at a rate of one and one-half (1/2) the
26 employee’s regular hourly rate of pay.

27 C. When the Center determines that operational needs warrant the use of overtime, it
28 shall solicit volunteers in the following order:

29 1. The employee(s) actually working on the assignment, if any, will be first
30 offered the opportunity for overtime;

- 1 2. If that employee is unavailable or chooses not to volunteer for the overtime,
2 qualified employee volunteers will be given the opportunity for the overtime,
3 on a straight rotational basis;
- 4 3. In the event that there are not qualified employee volunteers available, the
5 designated on-call employee or other qualified employee shall be assigned the
6 overtime.
- 7 D. When overtime is required, the Center will provide as much advance notice as is
8 reasonably possible under the circumstances.
- 9 E. The Center may temporarily adjust work schedules to avoid overtime and
10 compensatory time accruals, in accordance with this MOU.

11

12 **Section 6.2 - Compensatory Time**

- 13 A. With the approval of the Center, an employee may elect to receive compensatory
14 time, credited at time and one-half, in lieu of cash payments for overtime. The
15 employee will inform the Center of his choice to be compensated via overtime or
16 compensatory time before working the overtime. Opportunity for employees to
17 work overtime will not be affected by their election of cash overtime or
18 compensatory time.
- 19 B. Employees may accrue a maximum of 240 hours of compensatory time, which
20 time must be used within one year of the date on which it was accrued. The
21 Center may cash out an employee's compensatory time with thirty (30) days
22 notification to the employee.
- 23 C. The Center may require the employee to use their accrued compensatory time.
24 Use of such compensatory time will be granted in a fair and equitable manner.
25 All unused compensatory time will be paid upon an employee's leaving
26 employment with the Center or upon death, to the employee's estate, at a rate
27 which is the higher of: 1) the final regular rate received by the employee; or 2) the
28 final average regular rate received by the employee during the last three years of
29 employment.
- 30 D. An employee may submit a request to cash out accumulated compensatory leave.
31 Such payment may be made only when the employee has submitted one or more

1 timely written requests to use compensatory leave during the calendar year and
2 such requests have been denied in writing for administrative reasons.

3
4 **Section 6.3 - On-Call Status and Call Back Pay**

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

- 8 A. On call pay shall be paid at a rate of \$1.50 per hour for all hours during which the
9 employee is on-call;
- 10 B. If, during the on-call period unforeseen circumstances arise where the employee
11 cannot be reached or is not any longer able to respond, the employee must notify
12 the supervisor immediately. The employee shall be removed from on-call status
13 for that day for pay purposes unless the individual had previously responded
14 during the same day and the employee will not be subject to disciplinary action.
- 15 C. An employee not in on-call status who is asked and agrees to come in to work
16 outside of their regularly scheduled shift shall be credited a minimum of four (4)
17 hours work time. An employee not on call shall suffer no consequence for
18 declining a request to return.

19
20 **Section 6.4 - Shift Differential**

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

1 **ARTICLE 7 - HOLIDAYS**

2
3 **Section 7.1 - Recognized Holidays**

4 A. Holiday Leave shall be earned and observed in accordance with BOR Policy VII-
5 7.30 as revised and amended from time to time.

| 6 | 7 | 8 | 9 |
|----|-----------------------------|-------------------------------------|---------------------------------|
| | Holiday | Holiday Earned | Holiday Observed |
| 9 | New Years Day | January 1 | January 1 |
| 10 | Dr. King’s Birthday | 3 rd Monday in January | 3 rd Monday in Jan |
| 11 | President’s Day | 3 rd Monday in Feb | TBD by President |
| 12 | Memorial Day | Last Monday in May | Last Monday in May |
| 13 | Independence Day | July 4 th | July 4 th |
| 14 | Labor Day | 1 st Monday in September | 1 st Monday in Sept |
| 15 | Columbus Day | 2 nd Monday in Oct | TBD by President |
| 16 | Veterans Day | November 11 | TBD by President |
| 17 | Election Day(even yrs only) | 1 st Tuesday in Nov | TBD by President |
| 18 | Thanksgiving Day | 4 th Thursday in Nov | 4 th Thursday in Nov |
| 19 | Friday after Thanksgiving | 4 th Friday in Nov | 4 th Friday in Nov |
| 20 | Christmas Day | December 25 | December 25 |
| 21 | Spring Break (2 days) | TBD by President | TBD by President |
| 22 | Winter Break (1 day) | TBD by President | TBD by President |

23
24 Where the observance of a holiday is “TBD” (to be determined) by the President, the
25 holiday will be observed within two calendar years from the date it is earned.

26
27 B. In addition, any day officially designated by the President of the United States or
28 the Governor of the State of Maryland as a holiday shall be considered and treated
29 as a paid holiday.

30 C. Except for employees required to work on a holiday, when a holiday falls on a
31 Sunday, the holiday is observed on the following Monday. When a holiday falls

1 on a Saturday, the holiday is observed on the preceding Friday. A holiday will
2 commence at 12:01 a.m. and end at 12:00 midnight. An employee may observe a
3 religious holiday provided that the time off is approved in advance and is charged
4 to vacation, compensatory time, personal leave, or leave without pay, at the
5 employee's choice.

6

7 **Section 7.2 - Holiday Pay**

8 A. All employees not required to work on a paid holiday shall receive their normal
9 rates of pay for the holiday.

10 B. All employees shall receive eight (8) hours pay for each earned holiday. In
11 addition, any employee required to work on an observed holiday shall be paid at
12 the rate of one and one-half times their regular rate of pay for actual hours
13 worked.

14 C. An employee whose regular day off falls on a holiday will receive another day
15 off. If a holiday occurs during a period in which an employee is on pre-approved
16 paid leave, the employee will not be charged for the use of leave for the holiday.

17

18 **ARTICLE 8 - PERSONAL LEAVE**

19

20 **Section 8.1 - Accrual**

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

25

26 **Section 8.2 - Usage**

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

30

31

1 **Section 8.3 - Approval**

2 The use of personal leave shall require prior notification to the employee’s
3 supervisor; prior approval is not required.

4
5 **ARTICLE 9 - ANNUAL LEAVE**

6
7 **Section 9.1 - Accrual Rate**

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

| <u>Full Years of Service</u> | <u>Annual Leave Accrual</u> |
|------------------------------|-----------------------------|
| First 5 years: | 10 working days per year |
| Years 6 through 10: | 15 working days per year |
| Years 11 through 20: | 20 working days per year |
| More than 20 years: | 25 working days per year |

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16 **Section 9.2 - Probationary Period Leave Usage**

17 Employees may not use annual leave during the first six months of an original
18 probationary period.

19
20 **Section 9.3 - Leave Accumulation**

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

25
26 **Section 9.4 - Payment for Denied Annual Leave**

27 At the end of each calendar year, a supervisor may, through appropriate channels,
28 recommend to the HRD that an employee be paid for days of annual leave lost pursuant
29 to Section 9.3 of this Article. Such payment may be made only when the employee has
30 submitted one or more timely written requests to use annual leave during the calendar
31 year and such requests have been denied in writing for administrative reasons. The

1 supervisor shall provide any such denial in writing and shall state the administrative
2 reasons for such denial. The supervisor's recommendation for payment for lost annual
3 leave shall be accompanied by copies of the written requests and denials and the
4 explanation (in writing) of why the lost annual leave was not taken at another time during
5 the calendar year. Payment is limited to unused annual leave that is in excess of the
6 maximum accumulation. The amount of annual leave for which payment may be made
7 shall be decreased hour for hour by the amount of compensatory leave used during the
8 calendar year.

9
10 **Section 9.5 - Payment upon Separation**

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

14
15 **ARTICLE 10 - SICK LEAVE**

16
17 Except as otherwise provided below, the parties agree to incorporate into this MOU
18 BOR Policy VII -7.45 Policy on Sick Leave, as it is revised and amended from time to
19 time.

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

21
22 **Section 10.1 - Birth of a Child or Placement of a Child with the Employee for**
23 **Adoption**

24 Under BOR Policy VII-7.45 II.E.6.a:

25 Up to a maximum of 30 days of accrued sick leave may be used to care for a child
26 immediately following the birth of a child or placement of the child with the
27 employee for adoption. In the case of an adopted child, sick leave is only
28 available in connection with a formal adoption and shall be granted only if the
29 employee making the request is the person having primary responsibility for
30 furnishing the care and nurture of the adoptee. In the event that both parents are
31 USM employees, sick leave to care for the child, as provided under this section, is

1 available to only one parent at a time for a total of no more than 30 combined
2 days.

3

4 **Section 10.2 - Verification of Absences Charged to Sick Leave**

5

6 Under BOR Policy VII-7.45 IV.A., Add:

7 Unless there exists reasonable cause to suspect sick leave abuse by the employee, an
8 employee will not generally be required to submit verification of the use of accrued sick
9 leave of less than five (5) consecutive days.

10

11 **ARTICLE 11 - ACCIDENT LEAVE**

12

13 The parties agree that Accident Leave entitlements and procedures will be
14 administered in accordance with USM BOR Policy VII-7.40, as it is revised and amended
15 from time to time, attached hereto as Appendix B and incorporated herein by reference.

16

17 **ARTICLE 12 - FAMILY MEDICAL LEAVE**

18

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

22

23 **ARTICLE 13 - LEAVE OF ABSENCE**

24

25 The parties agree that Leave of Absence entitlement and procedures will be
26 administered in accordance with USM BOR Policy VII-7.12, as it is revised and amended
27 from time to time.

28

29

30

31

1 **ARTICLE 14 - ADMINISTRATIVE LEAVE**

2
3 **Section 14.1 - Purpose and Applicability**

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

6
7 **Section 14.2 - Emergency Conditions**

8 Emergency conditions are those determined to be sufficiently serious to warrant the
9 release of employees. Such conditions may include inclement weather, fire, power
10 failure, civil disorders or other unusual circumstances which may endanger employees.

11 Administrative Leave may be granted when emergency conditions exist.

12 Employees designated as essential may be required to work on days when the Center
13 declares an administrative leave day or partial administrative leave day, and will be
14 compensated pursuant to Article 5.9 of this MOU.

15
16 **Section 14.3 - Approval Authority**

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

20
21 **ARTICLE 15 - OTHER LEAVE**

22
23 **Section 15.1 - Military Leave**

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

1 **Section 15.2 - Jury Service and Legal Actions Leave**

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

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

8
9 **ARTICLE 16 - WAGES**

10
11 **Section 16.1 - Merit Pay Adjustment**

12 For FY 2005, the USM BOR did request of the Governor and the Governor did
13 recommend to the General Assembly a 2.5% merit pay adjustment for employees of the
14 institutions comprising the USM. This adjustment was to be provided to eligible
15 bargaining unit employees.

16
17 **Section 16.2 - Cost of Living Adjustment for FY 05**

18 A cost of living increase of \$752 was added to the base salaries of eligible employees
19 covered by this MOU in FY 05 effective July 1, 2004, as approved and funded by the
20 General Assembly.

21
22 **Section 16.3 - FY 06 and FY 07**

23 For FY 06 and FY 07, cost of living adjustments, if any, and merit pay
24 adjustments for "meets standards," if any, are addressed in Article 36 Duration, Renewal,
25 and Reopener.

26
27 **ARTICLE 17 - PERFORMANCE MANAGEMENT PROGRAM (PMP)**

28
29 **Section 17.1 - General Information**

30 A. All employees shall have an annual formal performance evaluation.

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

8

9 **Section 17.2 - UMCES Administrative Units**

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

14

15 **Section 17.3 - Supervisory Responsibilities**

16 The supervisor conducting the performance review shall be the employee's assigned
17 supervisor, as determined by the Center, who in the ordinary course of business may be
18 the individual responsible for assigning and reviewing the employee's work, signing time
19 sheets, and approving leave. Supervisors should follow the following steps during the
20 rating period.

21 A. Set Expectations

- 22 1. Between November 1 and December 31, the supervisor and the employee
23 shall set expectations for the upcoming appraisal period. Specifically, the
24 supervisor shall solicit and consider the employee's input, and set and revise
25 weightings as may be necessary to reasonably and accurately reflect the
26 employee's position description, and to put the new evaluation plan into
27 effect. The evaluation plan should also include any additional goals and
28 expectations for employee performance, and may note opportunities for the
29 employee to provide extraordinary performance to the Center. The supervisor
30 and employee shall sign and date the evaluation plan. If the employee does

1 not agree with the evaluation plan, they may attach comments to the plan for
2 inclusion in the employee's final evaluation.

3 B. Mid-Year Performance Review

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

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

22 C. End of Year Performance Evaluation

- 23 1. The supervisor shall take the following steps:
 - 24 a. Obtain input from team leaders, faculty, etc., as appropriate, regarding the
25 employee's performance.
 - 26 b. Offer the employee the opportunity to provide written input, which may
27 include a self-assessment. Such input shall be considered by the
28 supervisor when completing the evaluation.
 - 29 c. Meet with the employee's next level supervisor to discuss all input and
30 reach consensus on the employee's rating on each performance factor and
31 development plan.

- 1 d. Meet in a private location with the employee to review the rating and
2 development plan. Any comments provided by the employee shall be
3 attached to the evaluation form. The employee will then sign and date the
4 form, indicating that he has received and discussed the rating. The
5 employee's signature does not necessarily imply agreement with the
6 rating. At the employee's discretion, he may provide comments that shall
7 be attached to the evaluation.
- 8 2. The evaluation form, together with any further employee comments, will be
9 forwarded to the next level supervisor for final review, approval, and
10 signature.
- 11 3. The supervisor will provide a copy of the final PMP form to the employee and
12 promptly forward the original to the HRD through the AD.
- 13 4. Supervisors shall be held accountable in their own performance evaluations
14 for conducting the PMP process with their employees in a competent and
15 timely manner, including compliance with BOR policies and Center
16 administrative procedures.
- 17 5. Initial and refresher PMP training may be held at each location. New
18 employees and supervisors are responsible for ensuring their attendance.
19 Other employees may attend at their discretion, work requirements permitting.
- 20 6. Performance information collected during the PMP process shall provide a
21 basis for the allocation of performance-based rewards and outcomes such as:
22 • merit pay;
23 • performance bonuses;
24 • formal recognition for high performance.
- 25 7. Performance Evaluation Criteria.
26 • **Outstanding** Performance that substantially and consistently exceeds
27 expectations. Specific examples are required.
28 • **Above Standards** Performance that consistently exceeds expectations.
29 • **Meets Standards** Performance that meets expectations.
30 • **Below Standards** Performance that does not meet expectations and
31 improvement is needed. Specific examples are required.

1 arising from a hazardous condition, the employee may, pursuant to applicable State and
2 Federal law, refuse in good faith to expose himself to the dangerous condition. However,
3 prior to refusing the assignment, if time and circumstances permit, the employee must
4 explain the perceived hazard with the on-site or next level supervisor in an effort to
5 resolve the situation.

6
7 **Section 19.3 - Personal Protective Clothing and Equipment**

8 The Center will provide all personal protective clothing and/or equipment that is
9 required by applicable law, regulations and policies. For employees who wear
10 prescription glasses, and who are required to wear prescription safety glasses by
11 applicable law or regulation, up to a one-hundred dollar (\$100.00) reimbursement will be
12 made toward the purchase of prescription glasses with safety lenses, once during the
13 period of this MOU. For employees required by applicable law and/or regulation to wear
14 steel toed shoes, up to a seventy-five dollar (\$75.00) reimbursement will be made to the
15 employee once per calendar year during the period of this MOU upon submission of
16 appropriate receipt of purchase.

17
18 **Section 19.4 - Workplace Violence and Harassment**

19 The Center shall endeavor to provide a safe work environment, free from violence
20 and harassment for all employees and will comply with Governor's Executive Order
21 01.01.1998.25.

22
23 **ARTICLE 20 - PERSONNEL FILE**

24
25 **Section 20.1 - Location of Official Personnel File**

26 There shall be one (1) official personnel file for each employee, which file shall be
27 maintained in the Central Administration Human Resources Office pursuant to BOR
28 Policy VII-6.02.

1 **Section 20.2 - Employee Personnel File Review**

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

14
15 **Section 20.3 - Employee Addendums**

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

19
20 **Section 20.4 Retention of Records**

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

24
25 **ARTICLE 21 - OPPORTUNITIES FOR BARGAINING UNIT POSITIONS**

26
27 A. When a vacant bargaining unit position is to be filled, the Center will advertise
28 internally and may advertise externally as well, for a period of no less than ten (10)
29 working days. The position announcement will identify the position by the title and
30 pay range and shall include the minimum qualifications and skills necessary for the

1 position in accordance with USM Job Class Specifications. The announcement will
2 also state how and where to apply and the closing date for receipt of applications.

3 B. Any employee may submit an application for an advertised vacancy. The Center
4 shall create a highly qualified list derived from applicants who meet the minimum
5 qualifications for the position. All employee applicants who submit a timely
6 application and meet the following criteria shall be placed on the highly qualified list
7 and shall be interviewed:

- 8 1. have not been required to provide verification for sick leave use, pursuant to
9 Article 10 of this MOU, within six (6) months of the date of the application;
- 10 2. have proof of possession of the posted minimum qualifications and skills
11 necessary for the position. Proof of qualification and skill necessary to perform
12 the duties of a position must be evident and clearly documented for any applicant.

13 C. Selection shall be based upon merit principles, including the following criteria:

- 14 • Oral Interview;
- 15 • Work history (including prior evaluations);
- 16 • Educational background;
- 17 • Certifications;
- 18 • References.

19 D. Where two or more applicants are equally qualified, seniority in the Center shall be
20 the determining factor.

21 22 **ARTICLE 22 - JOB CLASSIFICATIONS AND JOB DESCRIPTIONS**

23
24 A. Each year, to coincide with the mid-year review process, each employee shall receive
25 a complete and accurate position description.

26 B. A request for reclassification review may be submitted by the President or designee,
27 the appropriate administrator(s) to whom the position reports, or the incumbent
28 employee.

29 C. An employee believing his position is incorrectly classified may request, through his
30 immediate supervisor, that the HRD conduct a classification study of the position.
31 Such study shall be completed in a timely manner unless a study of the job in

1 question has been completed within the previous twelve months and the job duties
2 have not significantly changed. The following procedures apply:

- 3 1. The employee’s request shall contain a revised position description form,
4 completed jointly by the employee and the employee’s immediate supervisor, and
5 submitted through the AD to the HRD. If there is not agreement on the contents
6 of the position description, the HRD will conduct an on site review and make a
7 determination.
- 8 2. The HRD will then compare the position description to the USM job class
9 specifications to determine the appropriate classification.
- 10 3. The HRD shall issue a written determination as a result of the study and provide a
11 copy to the employee in a timely manner.

12 D. When job descriptions are changed, employees shall be furnished a copy.

13 E. Terms such as “other duties as assigned” shall mean duties relevant to carrying out
14 the mission of the Center.

15
16 **ARTICLE 23 - TRAINING AND DEVELOPMENT**

17
18 **Section 23.1 - Accreditation, Licensure, or Certification**

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

1 **Section 23.2 - In-service Training**

2 Whenever employees are required to participate in in-service training programs, they
3 will be given time off from work with pay to attend such programs. Travel time will be
4 reimbursed, in excess of the employee’s normal round trip commute in accordance with
5 Center policies. The cost of such training will be paid by the Center. When employees
6 are scheduled for an in-service training day, they shall not ordinarily be scheduled to
7 work the shift immediately before or after the training.

8

9 **Section 23.3 - Time off for Education**

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

16

17 **ARTICLE 24 - DISCIPLINE AND DISCHARGE**

18

19 **Section 24.1 - Grounds for Disciplinary Action**

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

- 22 • Incompetence, incapacity or inefficiency in performance of duties;
- 23 • Violation of law, official rules, regulation, policies or procedures;
- 24 • Insubordination or serious breach of discipline;
- 25 • Conviction of a felony or conviction of a misdemeanor involving moral turpitude;
- 26 • Negligence in performing duties;
- 27 • .Misuse of Center property;
- 28 • Falsifying reports;
- 29 • Conduct that brings the Center into public disrepute; and

- 1 • Committing an act, not previously specified, when there is a connection
2 between the employee’s alleged misconduct and an identifiable detriment to
3 the Center.

4

5 **Section 24.2 – Disciplinary Actions Permitted**

6 The Center may take the following disciplinary actions against an employee:

- 7 • Written reprimand;
- 8 • Leave with pay
- 9 • Forfeiture of annual leave
- 10 • Suspension without pay;
- 11 • Denial of annual merit increase
- 12 • Demotion to a lower pay grade; and
- 13 • Removal from employment.

14

15 **Section 24.3 - Burden of Proof**

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

21

22 **Section 24.4 - Prerequisites to Imposing Disciplinary Action**

23 A. The Center will attempt to correct employee misconduct through progressive
24 discipline; however, levels of progressive discipline may be bypassed based on
25 the severity of the offense or where there is a potential danger to people, property
26 or the mission of the Center. Discipline will be applied in a fair and consistent
27 manner.

28 B. Before taking any disciplinary action, the Center shall generally;

- 29 1. Investigate the alleged misconduct;
- 30 2. Meet with the employee;
- 31 3. Consider any mitigating circumstances;

- 1 4. Determine the appropriate disciplinary action, if any, to be imposed; and
2 5. Give the employee a written notice of the disciplinary action to be taken and
3 the employee's appeal rights.
- 4 C. The Center may also consider, when deliberating over the appropriate degree of
5 discipline, the employee's (1) overall employment history, (2) attendance record,
6 (3) disciplinary record, (4) work habits, and (5) relations with fellow employees
7 and supervisor. Barring extraordinary circumstances, disciplinary action shall
8 then be imposed no later than thirty (30) days after the Center became aware or
9 had reason to have become aware an allegation of misconduct against the
10 employee to be disciplined, except as provided in Section D below.
- 11 D. Disciplinary suspensions, other than suspensions pending charges for removal,
12 shall be implemented within three (3) work days of the alleged infraction or
13 knowledge of the alleged infraction by the responsible supervisor or
14 administrator. Upon agreement of the Union and the Center, the aforementioned
15 time limitation may be extended to a mutually agreed upon date. All suspension
16 days shall be consecutive.
- 17 E. Employees may appeal disciplinary actions pursuant to the Grievance and Appeal
18 Procedure, Article 25.
- 19 F. Failure to take disciplinary action in accordance with the above provisions, shall
20 not be a basis for invalidating any disciplinary action by the Center, provided that
21 the cause of the delay was outside the control of the Center.

22
23 **Section 24.5 - Performance Based Actions**

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

29
30
31

1 **Section 24.6 - Special Appeals**

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

5

6 **Section 24.7 - Right to Representation**

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

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

16

17 **Section 24.8 - Polygraph Tests**

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

20

21 **Section 24.9 - Rejection on Original and Status Change Probation**

22

23 A. An employee whose job classification has been changed as a result of a
24 promotion, demotion, transfer or reinstatement and is rejected during a status
25 change probationary period shall be restored to their former position if it is vacant
26 or held by a temporary employee, or shall be restored to any vacancy which exists
27 in the employee's former classification within the department, for which they are
28 qualified.

29 B. Appeals of rejection on original and status change probation will be in accordance
30 with Section 13-204 of the Education Article and Article 25 of this MOU,
31 Grievance and Appeal Procedure.

1 **ARTICLE 25 - GRIEVANCE PROCEDURE**

2
3 The parties agree to incorporate into this MOU BOR Policy VII 8.0 Policy on
4 Grievances for Exempt and Non-Exempt Staff Employees, as it is revised and amended
5 from time to time.

6
7 **ARTICLE 26 - LAYOFFS**

8
9 The parties agree to incorporate BOR Policy VII-1.3 Policy on Layoffs for
10 Unclassified and Classified Personnel, as revised and amended from time to time.

11
12 **ARTICLE 27 - OUTSOURCING OF SERVICES**

13
14 The Center recognizes the integrity of the bargaining unit and will give due
15 consideration to the potential adverse impact on bargaining unit employees when
16 deliberating on a decision to contract out for services. Such decisions will take into
17 consideration fiscal and/or operational efficiency. In the event the Center determines that
18 it may be appropriate to contract out and proposes to use non-bargaining unit individuals
19 to displace continuing bargaining unit positions, it will act in accordance with all
20 applicable BOR policies, and other applicable regulations and statutes. Displacements
21 resulting from such actions will be conducted in accordance with Article 26 of this MOU.

- 22 • The Center will provide the Union, at the time of issuance, a copy of any request
23 for proposal that seeks bids for permanent services which are being performed by
24 bargaining unit employees.
- 25 • The Center will normally provide the Union with at least thirty (30) days notice
26 prior to awarding a contract.
- 27 • Within ten (10) days of receiving notice of the intent to outsource, the Union may
28 request and the Center will provide information which will consist of the nature of
29 the services to be contracted out, the rationale for and the level of savings
30 expected from the proposed contracting out, the duration of the proposed contract,
31 and the identity of any affected employee(s).

1 The Center agrees to mail open enrollment information to any employee who, on the first
2 day of open enrollment, is scheduled to be on approved leave for more than 80% of the
3 open enrollment period.

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

9
10 **ARTICLE 29 - EMPLOYEE ASSISTANCE PROGRAMS**

11
12 The Center and the Union recognize the value of an assistance and referral program to
13 those employees who may have need of such services. Therefore, the Center agrees to
14 continue the existing Employee Assistance Program.

15
16 **ARTICLE 30 - DRUG AND ALCOHOL TESTING**

17
18 Drug and alcohol testing shall be done in a fair and equitable manner in strict
19 observance of all applicable laws and regulations. All employees subject to such testing
20 shall be so informed at the time they assume the testing-eligible position.

21
22 **ARTICLE 31 - EMPLOYEE FACILITIES**

23
24 Employees shall continue to be provided reasonable use of all Center libraries and
25 recreational facilities.

26
27 **ARTICLE 32 - TUITION REIMBURSEMENT**

28
29 The parties agree to incorporate into this MOU BOR Policy VII-4.10. Tuition
30 Remission for Faculty and Staff, as revised and amended from time to time.

1 **ARTICLE 33 - LABOR-MANAGEMENT ADVISORY COMMITTEE**

2
3 There shall be a labor-management committee consisting of two (2) bargaining unit
4 employees and two (2) management representatives. The Committee will be co-chaired
5 by one (1) representative from each side. The committee will meet as needed, but at least
6 quarterly unless waived by both co-chairs, and consider issues of mutual interest. A
7 Union labor relations specialist may participate in the committee meeting. Committee
8 meetings may convene electronically.
9

10 **ARTICLE 34 - MID-CONTRACT NEGOTIATIONS**

11
12 **Section 34.1 - General**

13 The Center may, due to budgetary or other business-related reasons, find it necessary
14 to make changes in its operations that may impact on bargaining unit employees. The
15 Center will notify MCEA of such changes which will, then, be subject to negotiation
16 pursuant to Section 34.2 of this MOU.
17

18 **Section 34.2 - Notification of Changes**

19 Prior to implementing any change that affects employees' wages, hours, and other
20 terms and conditions of employment, the Center will provide the Union with reasonable
21 advance notice of such change. Unless circumstances prohibit, the minimum notice to
22 the Union of the intended change in working conditions subject to this obligation is thirty
23 (30) days. If the Union submits negotiable proposals relative to the change within ten
24 (10) calendar days of receipt of notice, the parties will promptly initiate negotiations as
25 required by applicable law and regulation. Center and Union agree to negotiate in good
26 faith. Such consultation and negotiation will not, however, prevent the Center from
27 implementing such changes within a reasonable period of time if, following good faith
28 negotiations, there has not been mutual agreement.
29

1 **Section 34.3 - Union Initiated Negotiations**

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

5
6 **ARTICLE 35 - MISCELLANEOUS**

7
8 **Section 35.1 - Totality of Agreement**

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

14
15 **Section 35.2 - Savings Clause**

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

24
25 **Section 35.3 - Awards**

26 The Center agrees that any monetary awards arising from a disciplinary appeal,
27 grievance proceeding, or other personnel action under this MOU will be paid to the
28 employee by the Center within sixty (60) days of the date of the order, decision, or
29 award.

1
2 **ARTICLE 36 - DURATION, RENEWAL, AND REOPENER**
3

4 **Section 36.1 - Duration**

5 This MOU shall become effective when all conditions precedent to its effectiveness
6 have been met. No portion of this MOU shall be implemented until all of its provisions
7 are effective. No provision of this MOU has retroactive application unless required by
8 law. This MOU expires at 11:59 p.m. on the day before its third anniversary date. The
9 parties shall ensure that their respective ratification processes are completed as promptly
10 as possible after the conclusion of negotiations.
11

12 **Section 36.2 - Renewal**

13 Should either party desire to renew this MOU, they may only do so by providing
14 written notification of its intent to do so to the other party at any time prior to the last
15 twelve (12) month period of its duration. After notification is provided, the parties shall
16 then commence negotiations for a successor MOU, during the last year of this MOU at
17 dates and times agreed to by the parties.
18

19 **Section 36.3 - Limited Reopeners for FY 2006 and FY 2007**

20 Notwithstanding the provisions of Section 1 above (Duration), either party may
21 reopen this MOU during the month of June in each year (2004 and 2005) for the sole and
22 limited purpose of negotiating over the subjects of what cost of living adjustment, if any,
23 what merit pay adjustment for “meets standards,” if any, and what funding conditions and
24 requirements, if any, for both items shall be included in the USM budget request
25 submitted to the Governor for the next fiscal year. Such adjustments will be provided to
26 bargaining unit employees at whatever amount is funded or otherwise mandated by the
27 State. All other terms and conditions of this MOU shall remain in full force and effect
28 during any such reopener and throughout the duration of this MOU.
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ARTICLE 37 - FLEET OPERATIONS

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Recognizing their unique duties, it is agreed that employees of the Research Fleet Operations (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.

1 **APPENDIX A**

2 **SPECIAL PROVISIONS FOR RESEARCH FLEET OPERATIONS**

3
4 **A.1 - WORK SCHEDULE IN PORT**

5 The work schedule of crewmembers in port will be from 0730 to 1600.
6 Crewmembers will receive a thirty (30) minute period for lunch, at the same time each
7 day, approximately midway through the workday. The approved lunch period will
8 become the crewmembers standard lunch period. It is recognized that the Center may
9 temporarily or permanently adjust the lunch period based on operational interests. The
10 lunch period is uncompensated and the crewmember is free to leave the Center's
11 premises, but must be at their work location prepared to resume work at the end of the
12 period.

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

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

19
20 **A.2 - WORK SCHEDULE UNDERWAY**

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

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

6 **A.3 - DRUG TESTING**

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

11 The parties agree to the drug and alcohol testing policy, dated June 28, 1991 as
12 applicable to represented Center crewmembers. Furthermore, the parties acknowledge
13 that the testing requirements contained in this policy have been established as a result of
14 federal mandates. If the federal regulation (46 CFR Parts 4, 5, and 16) of the Coast
15 Guard regulations affecting this policy are changed, either party may initiate bargaining
16 over the impact on unit employees of the sections of the policy affected by the regulatory
17 changes.

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

21 **A.4 - LICENSE AND ENDORSEMENT UPGRADES**

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

28 **A.5 - OVERTIME**

29 RFO employees will earn overtime compensation for work in excess of forty (40)
30 hours per week while at sea at a rate of time and a half. They will be paid overtime, or,
31 by mutual agreement, the employee and the Center may elect to substitute compensatory

1 time, at a rate of one (1) hour worked to one and a half (1 ½) hours of compensatory time,
2 for any hours worked in excess of forty (40) hours per week while at sea.

3 Such compensatory time earned at sea may be banked and used during the upcoming off-
4 season.

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