

MEMORANDUM OF
UNDERSTANDING

BETWEEN

UNIVERSITY OF MARYLAND CENTER
FOR ENVIRONMENTAL SCIENCE

AND

THE MARYLAND CLASSIFIED
EMPLOYEES ASSOCIATION

EFFECTIVE JANUARY 1, 2011
THROUGH DECEMBER 31, 2013

TABLE OF CONTENTS

1
2
3 PREAMBLE 1
4 ARTICLE 1 – RECOGNITION AND UNIT DESCRIPTION 1
5 Section 1.1 – Exclusive Representation..... 1
6 Section 1.2 – Description of Bargaining Unit..... 2
7 Section 1.3 – Bargaining Unit Status..... 2
8 Section 1.4 – New or Changed Position 2
9 ARTICLE 2 – NONDISCRIMINATION..... 3
10 Section 2.1 – Prohibition Against Discrimination 3
11 Section 2.2 – Union Membership/Activity 3
12 Section 2.3 – Representation..... 3
13 ARTICLE 3 – MANAGEMENT RIGHTS 4
14 ARTICLE 4 – UNION RIGHTS 4
15 Section 4.1 – Bulletin Board..... 4
16 Section 4.2 – Meeting Space..... 5
17 Section 4.3 – Access to Premises..... 5
18 Section 4.4 – Office Supplies..... 5
19 Section 4.5 – Mail Service and E-Mail..... 6
20 Section 4.6 – Union Filing Cabinet..... 6
21 Section 4.7 – Distribution of Information..... 6
22 Section 4.8 – Employee Orientation 6
23 Section 4.9 – Information Provided to Union..... 7
24 Section 4.10 – Union Representatives 7
25 Section 4.11 – Paid Release Time for Union Business..... 8
26 Section 4.12 – Paid Administrative Leave for Union Business..... 8
27 Section 4.13 – Approval for Union Release and Administrative Leave Time .. 8
28 Section 4.14 – Exclusivity 9
29 ARTICLE 5 – HOURS OF WORK, WORKWEEK, SCHEDULES 9
30 Section 5.1 – Regular Work House..... 9
31 Section 5.2 – Normal Business Hours 10

1	Section 5.3 – Shift Work Schedules	10
2	Section 5.4 – Schedule Changes	10
3	Section 5.5 – Work Time	11
4	Section 5.6 – Travel and Meal Allowance.....	11
5	Section 5.7 – Dirty Work	12
6	Section 5.8 – Lunch and Rest Breaks	12
7	Section 5.9 – Essential Employees and Emergency Services.....	12
8	ARTICLE 6 – OVERTIME AND ADDITIONAL COMPENSATION	13
9	Section 6.1 – Overtime	13
10	Section 6.2 – Compensatory Time.....	14
11	Section 6.3 – On Call Status and Call Back Pay.....	15
12	Section 6.4 – Shift Differential	15
13	ARTICLE 7 – HOLIDAYS	15
14	Section 7.1 – Recognized Holidays	15
15	Section 7.2 – Holiday Pay.....	17
16	ARTICLE 8 – PERSONAL LEAVE.....	17
17	Section 8.1 – Accrual.....	17
18	Section 8.2 – Usage.....	17
19	Section 8.3 – Approval	17
20	ARTICLE 9 – ANNUAL LEAVE.....	18
21	Section 9.1 – Accrual Rate.....	18
22	Section 9.2 – Probationary Period Leave Usage.....	18
23	Section 9.3 – Leave Accumulation	18
24	Section 9.4 – Payment for Denied Annual Leave.....	18
25	Section 9.5 – Payment Upon Separation.....	19
26	ARTICLE 10 – SICK LEAVE	19
27	Section 10.1 – Birth of a Child or Placement of a Child with the Employee for	
28	Adoption	19
29	Section 10.2 – Verification of Absences Charged to Sick Leave	20
30	Section 10.3 – Attendance Incentive	20
31	ARTICLE 11 – ACCIDENT LEAVE	20

1	ARTICLE 12 – FAMILY MEDICAL LEAVE	20
2	ARTICLE 13 – LEAVE OF ABSENCE	20
3	ARTICLE 14 – ADMINISTRATIVE LEAVE	21
4	Section 14.1 – Purpose and Applicability	21
5	Section 14.2 – Emergency Conditions.....	21
6	Section 14.3 – Approval Authority	21
7	ARTICLE 15 – OTHER LEAVE	21
8	Section 15.1 – Military Leave.....	21
9	Section 15.2 – Jury Service and Legal Actions Leave.....	22
10	ARTICLE 16 – WAGES	22
11	Section 16.1 – Wages and Pay Scales.....	22
12	Section 16.2 – Merit Pay and COLA	22
13	Section 16.3 – Referral Bonus	22
14	Section 16.4 – Performance Bonus.....	23
15	Section 16.5 – Extraordinary Performance Award	23
16	ARTICLE 17 – PERFORMANCE MANAGEMENT PROGRAM (PMP).....	23
17	Section 17.1 – General Information.....	23
18	Section 17.2 – UMCES Administrative Units	24
19	Section 17.3 – Supervisory Responsibilities.....	24
20	ARTICLE 18 – TRANSPORTATION EXPENSE	27
21	Section 18.1 – UMCES Vehicles.....	27
22	Section 18.2 – Travel Reimbursement.....	27
23	ARTICLE 19 – HEALTH, SAFETY, AND WELFARE.....	27
24	Section 19.1 – Duty to Provide for Safe Work Environment	27
25	Section 19.2 – Unsafe Work Conditions.....	27
26	Section 19.3 – Personal Protective Clothing and Equipment	28
27	Section 19.4 – Workplace Violence and Harassment.....	28
28	ARTICLE 20 – PERSONNEL FILE	28
29	Section 20.1 – Location of Official Personnel File.....	28
30	Section 20.2 – Employee Personnel File Review	28
31	Section 20.3 – Employee Addendums	29

1	Section 20.4 – Retention of Records.....	29
2	ARTICLE 21 – OPPORTUNITIES FOR BARGAINING UNIT POSITIONS.....	29
3	ARTICLE 22 – JOB CLASSIFICATIONS AND JOB DESCRIPTIONS.....	30
4	ARTICLE 23 – TRAINING AND DEVELOPMENT.....	31
5	Section 23.1 – Accreditation, Licensure, or Certification.....	31
6	Section 23.2 – In-service Training.....	31
7	Section 23.3 – Time Off for Education.....	32
8	ARTICLE 24 – DISCIPLINE AND DISCHARGE.....	32
9	Section 24.1 – Grounds for Disciplinary Action.....	32
10	Section 24.2 – Disciplinary Actions Permitted.....	32
11	Section 24.3 – Burden of Proof.....	33
12	Section 24.4 – Prerequisites to Imposing Disciplinary Action.....	33
13	Section 24.5 – Performance Based Actions.....	34
14	Section 24.6 – Special Appeals.....	34
15	Section 24.7 – Right to Representation.....	34
16	Section 24.8 – Polygraph Tests.....	35
17	Section 24.9 – Rejection on Original and Status Change Probation.....	35
18	ARTICLE 25 – GRIEVANCE PROCEDURE.....	35
19	ARTICLE 26 – LAYOFFS.....	35
20	ARTICLE 27 – OUTSOURCING OF SERVICES.....	35
21	ARTICLE 28 – INSURANCE AND BENEFITS.....	36
22	Section 28.1 – Benefit Programs.....	36
23	Section 28.2 – Open Enrollment.....	37
24	ARTICLE 29 – EMPLOYEE ASSISTANCE PROGRAMS.....	37
25	ARTICLE 30 – DRUG AND ALCOHOL TESTING.....	38
26	ARTICLE 31 – EMPLOYEE FACILITIES.....	38
27	ARTICLE 32 – TUITION REIMBURSEMENT.....	38
28	ARTICLE 33 – LABOR-MANAGEMENT ADVISORY COMMITTEE.....	38
29	ARTICLE 34 – MID-CONTRACT NEGOTIATIONS.....	38
30	Section 34.1 – General.....	38
31	Section 34.2 – Notification of Changes.....	39

1	Section 34.3 – Union Initiated Negotiations.....	39
2	ARTICLE 35 – MISCELLANEOUS	39
3	Section 35.1 – Totality of Agreement.....	39
4	Section 35.2 – Savings Clause.....	40
5	Section 35.3 – Awards	40
6	ARTICLE 36 – DURATION, RENEWAL, AND REOPENER.....	40
7	Section 36.1 – Duration	40
8	Section 36.2 – Renewal.....	40
9	ARTICLE 37 – FLEET OPERATIONS.....	41
10	APPENDIX A – SPECIAL PROVISIONS FOR RESEARCH FLEET	
11	OPERATIONS.....	42
12	A.1 – Work Schedule in Port	42
13	A.2 – Work Schedule Underway	42
14	A.3 – Drug Testing	43
15	A.4 – License and Endorsement Upgrades	43
16	A.5 – Overtime.....	43
17		

1 **PREAMBLE**

2
3 The Maryland Classified Employees Association, Inc. (Union) and the University of
4 Maryland Center for Environmental Science (Center, Employer, or University) have
5 entered into this Memorandum of Understanding (MOU) for the purpose of promoting
6 harmonious relationships between the Center and its employees, establishing an equitable
7 and peaceful procedure for the resolution of differences without disruption in the
8 workplace, and memorializing the agreement of the parties on the standards of wages,
9 hours, and other terms and conditions of employment of the employees covered
10 hereunder.

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

16
17 **ARTICLE I - RECOGNITION AND UNIT DESCRIPTION**

18
19 **Section 1.1 - Exclusive Representation**

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

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) work days 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 - NONDISCRIMINATION**

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 nonmembership 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.

1 **ARTICLE 3 - MANAGEMENT RIGHTS**

2
3 The Center, through its appropriate officers and employees, has the right, pursuant to
4 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
18 nonproductive, 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 an
25 advance written request to the HRD (or designee) specifying desired date, times,
26 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.

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

26

27 **Section 4.10 - Union Representatives**

28 The Center agrees to recognize two employees from the UMCES' bargaining unit, as
29 designated by the Union, as the authorized employee representatives. The Union will
30 normally provide to the pertinent campus AD, or designee, one week's advance notice of
31 a change of designated employee representative.

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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. 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.

- 1 A. The employee representative will inform their supervisor upon commencing
2 Union activities and upon returning to work.
- 3 B. Neither Union leave time under Sections 4.11 or 4.12 above are authorized for an
4 employee representative to investigate or present grievances, disciplinary appeals,
5 or, unless approved by the Center, to participate as a Union representative in
6 discipline-related activities.
- 7 C. Unless approved by the HRD, neither overtime nor compensatory time is
8 authorized for employee representatives for Union activities conducted under this
9 MOU.
- 10 D. Each employee representative shall record and submit to their supervisor, at the
11 end of each pay period, a record of all Union Release and Union Administrative
12 leave time used during that pay period.

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

16

17 **Section 4.14 - Exclusivity**

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

21

22 **ARTICLE 5 - HOURS OF WORK, WORKWEEK, SCHEDULES**

23

24 **Section 5.1 - Regular Work Hours**

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

31

1 **Section 5.2 - Normal Business Hours**

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

11
12 **Section 5.3 - Shift Work Schedules**

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

15
16 **Section 5.4 - Schedule Changes**

17 A. Involuntary schedule changes for a period of five (5) work days or less may be
18 made by the Center due to emergency or unusual situations. Such changes will be
19 rotated equitably among qualified employees and must be for the total hours of
20 the scheduled workday which is being changed. In the event of a nonpermanent
21 involuntary schedule change of more than five (5) days duration, the Center will
22 notify the employee in writing, providing as much advance notice as is reasonably
23 possible under the circumstances. Employees adversely affected by such a
24 decision may request to meet with the Center to discuss alternatives to the
25 proposed schedule change. The Center will grant such request and schedule a
26 meeting, and Union representation is authorized if requested. In the event the
27 Center seeks to permanently implement new days/hours for a position(s) that had
28 not previously worked such hours, the Center shall provide the Union with notice
29 and an opportunity to bargain in accordance with this MOU.

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

18
19 **Section 5.5 – Work Time**

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

23
24 **Section 5.6 - Travel and Meal Allowance**

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

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

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

4
5 **Section 5.7 - Dirty Work**

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

9
10 **Section 5.8 - Lunch and Rest Breaks**

11 A. Employees shall receive a standard lunch period of between 30 and 60 minutes, as
12 determined by the Center, at the same time each day, approximately midway
13 through the workday. Employee requests for exception will be evaluated based
14 on operational requirements. It is recognized that the Center may temporarily or
15 permanently adjust the employee's lunch period based on operational
16 requirements with appropriate notice to the employee. The lunch period is
17 uncompensated and the employee is free to leave the Center's premises, but must
18 be at their work location prepared to resume work at the end of the period.

19 B. Employees who work in the areas of maintenance, housekeeping, automotive, and
20 fleet services, may be permitted a fifteen (15) minute mid-morning rest break, and
21 a fifteen (15) minute mid-afternoon rest break, which includes travel to and from
22 the break location. Current break practices for administrative staff shall continue.
23 The rest break is official duty time and employees must remain on the Center's
24 premises, and leaving the work site during the rest break requires supervisory
25 approval. The Center may adjust a rest break based on operational requirements.

26
27 **Section 5.9 - Essential Employees and Emergency Services**

28 A. An "essential employee" is an employee of a facility who has been designated as
29 vital to the operation of the facility, whose presence is required regardless of the
30 existence of an emergency condition, and whose absence from duty could
31 endanger the safety and well being of the campus population and/or physical

1 plant. Employees designated as “essential employees” will be notified during the
2 mid-year performance review process.

3 B. The nature of an essential position may require that the employee work on days
4 when the Center declares an administrative leave day or partial administrative
5 leave day due to weather or other emergency conditions. Where this occurs, the
6 employee who works during this period of declared administrative leave shall
7 have the option of taking administrative leave equal to the hours worked during
8 the period of declared administrative leave, or being paid at their normal hourly
9 rate for hours worked during the period of declared administrative leave.

10 C. In the event of a catastrophic occurrence such as a natural disaster, pandemic, etc.,
11 where UMCES facilities are closed for three (3) or more consecutive days, and
12 regular status employees are maintained on the payroll on paid leave, there will be
13 no compensatory leave granted for hours worked by any bargaining unit
14 employee, after the first three (3) days of the period of closure.

15

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

17

18 **Section 6.1 - Overtime**

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

22 B. Employees shall be paid overtime pay for any time worked over forty (40) hours
23 in that employee’s standard work week, at a rate of one and one-half (1½) the
24 employee’s regular hourly rate of pay.

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

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

29 2. If that employee is unavailable or chooses not to volunteer for the overtime,
30 qualified employee volunteers will be given the opportunity for the overtime,
31 on a straight rotational basis;

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

8

9 **Section 6.2 - Compensatory Time**

- 10 A. With the approval of the Center, an employee may elect to receive compensatory
11 time, credited at time and one-half (1½), in lieu of cash payments for overtime.
12 The employee will inform the Center of his choice to be compensated via
13 overtime or compensatory time before working the overtime. Opportunity for
14 employees to work overtime will not be affected by their election of cash
15 overtime or compensatory time.
- 16 B. Employees may accrue a maximum of 240 hours of compensatory time, which
17 must be used within one year of the date on which it was accrued. The Center
18 may cash out an employee's compensatory time with thirty (30) days notification
19 to the employee.
- 20 C. The Center may require the employee to use their accrued compensatory time.
21 Use of such compensatory time will be granted in a fair and equitable manner.
22 All unused compensatory time will be paid upon an employee's leaving
23 employment with the Center or upon death, to the employee' estate, at a rate
24 which is the higher of: 1) the final regular rate received by the employee; or 2) the
25 final average regular rate received by the employee during the last three years of
26 employment.
- 27 D. An employee may submit a request to cash out accumulated compensatory leave.
28 Such payment may be made only when the employee has submitted one or more
29 timely written requests to use compensatory leave during the calendar year and
30 such requests have been denied in writing for administrative reasons.

31

1 **Section 6.3 – On Call Status and Call Back Pay**

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

- 5 A. On call pay shall be paid at a rate of \$2.00 per hour for all hours during which the
6 employee is on call;
- 7 B. If, during the on call period unforeseen circumstances arise where the employee
8 cannot be reached or is no longer able to respond, the employee must notify the
9 supervisor immediately. The employee shall be removed from on call status for
10 that day for pay purposes unless the individual had previously responded during
11 the same day, and the employee will not be subject to disciplinary action;
- 12 C. An employee not in on call status who is asked and agrees to come into work
13 outside of their regularly scheduled shift shall be credited a minimum of four (4)
14 hours work time. An employee not on call shall suffer no consequence for
15 declining a request to return.

16
17 **Section 6.4 - Shift Differential**

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

22
23 **ARTICLE 7 - HOLIDAYS**

24
25 **Section 7.1 - Recognized Holidays**

- 26 A. Holiday Leave shall be earned and observed in accordance with BOR policy VII-
27 7.30, as revised and amended from time to time.

<u>Holiday</u>	<u>Holiday Earned</u>	<u>Holiday Observed</u>
New Year's Day	January 1	January 1
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	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	December 25
Spring Break (2 days)	TBD by President	TBD by President
Winter Break (1 day)	TBD by President	TBD by President

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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.

1 **Section 7.2 - Holiday Pay**

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

4 B. All employees shall receive eight (8) hours pay for each earned holiday. In
5 addition, any employee required to work on an observed holiday shall be paid at
6 the rate of one and one-half (1½) times their regular rate of pay for actual hours
7 worked.

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

11
12 **ARTICLE 8 - PERSONAL LEAVE**

13
14 **Section 8.1 - Accrual**

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

19
20 **Section 8.2 - Usage**

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

24
25 **Section 8.3 - Approval**

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

1 **ARTICLE 9 - ANNUAL LEAVE**

2
3 **Section 9.1 - Accrual Rate**

4 Annual leave will be earned according to the following schedule. Part-time
5 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>
6 First 5 years	10 working days per year
7 Years 6 through 10	15 working days per year
8 Years 11 through 20	20 working days per year
9 More than 20 years	25 working days per year

11
12 **Section 9.2 - Probationary Period Leave Usage**

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

15
16 **Section 9.3 - Leave Accumulation**

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

21
22 **Section 9.4 - Payment for Denied Annual Leave**

23 At the end of each calendar year, a supervisor may, through appropriate channels,
24 recommend to the HRD that an employee be paid for days of annual leave lost pursuant
25 to Section 9.3 of this Article. Such payment may be made only when the employee has
26 submitted one or more timely written requests to use annual leave during the calendar
27 year and such requests have been denied in writing for administrative reasons. The
28 supervisor shall provide any such denial in writing and shall state the administrative
29 reasons for such denial. The supervisor's recommendation for payment for lost annual
30 leave shall be accompanied by copies of the written requests and denials and the
31 explanation (in writing) of why the lost annual leave was not taken at another time during

1 the calendar year. Payment is limited to unused annual leave that is in excess of the
2 maximum accumulation. The amount of annual leave for which payment may be made
3 shall be decreased hour for hour by the amount of compensatory leave used during the
4 calendar year.

5
6 **Section 9.5 - Payment Upon Separation**

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

10
11 **ARTICLE 10 - SICK LEAVE**

12
13 Except as otherwise provided below, the parties agree to incorporate into this MOU,
14 BOR policy VII-7.45 on Sick Leave, as it is revised and amended from time to time.

15 The parties agree to the following exceptions to the BOR policy:
16

17 **Section 10.1 - Birth of a Child or Placement of a Child with the Employee for**
18 **Adoption**

19 Under BOR policy 7.45 II.E.6.a:

20 Up to a maximum of thirty (30) days of accrued sick leave may be used to care
21 for a child immediately following the birth of a child or placement of the child
22 with the employee for adoption. In the case of a an adopted child, sick leave is
23 only available in connection with a formal adoption and shall be granted only if
24 the employee making the request is the person having primary responsibility for
25 furnishing the care and nurture of the adoptee. In the event that both parents are
26 USM employees, sick leave to care for the child, as provided under this section, is
27 available to only one parent at a time for a total of no more than thirty (30)
28 combined days.
29
30

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

2 Under BOR policy VII-7.45 IV.A., Add:

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

6
7 **Section 10.3 - Attendance Incentive**

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

12
13 **ARTICLE 11 - ACCIDENT LEAVE**

14
15 The parties agree that Accident Leave entitlements and procedures will be
16 administered in accordance with USM BOR policy VII-7.40, as it is revised and amended
17 from time to time.

18
19 **ARTICLE 12 - FAMILY MEDICAL LEAVE**

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

24
25 **ARTICLE 13 - LEAVE OF ABSENCE**

26
27 The parties agree that Leave of Absence Without Pay entitlement and procedures will
28 be administered in accordance with USM BOR policy VII-7.12, as it is revised and
29 amended from time to time.

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. Employees
12 designated as essential may be required to work on days when the Center declares an
13 administrative leave day or partial administrative leave day, and will be compensated
14 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.
30
31

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 policies VII 7.21 and BOR policy VII-7.22 respectively, as they
4 are 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 – Wages and Pay Scales**

12 During the term of this MOU, bargaining unit employees will be paid in accordance
13 with USM's Non exempt Pay Scale.

14
15 **Section 16.2 – Merit Pay and COLA**

16 For Fiscal Years (FY) 2012, 2013, and 2014: A merit pay adjustment will be provided
17 for all eligible bargaining unit employees who receive a rating of Fully Successful or
18 better, at whatever amount and effective date as specified by legislative appropriation.
19 Further, a cost of living allowance (COLA) will be provided to all bargaining unit
20 employees at an amount and effective date as specified by legislative appropriation.

21 In addition to the above, either party may reopen this MOU during the month of
22 August in each year for the sole purpose of negotiating over the subject of: COLA, if any;
23 merit, if any; and what funding considerations and requirements, if any, shall be included
24 in the UMCES' budget request submitted to the Chancellor of USM for the next fiscal
25 year. All other terms and conditions of this MOU shall remain in full force and effect
26 during any such reopener and throughout the duration of this MOU.

27
28 **Section 16.3 – Referral Bonus**

29 If the Human Resources Director determines that an unfilled position is critical and
30 difficult to recruit, the HRD may authorize a referral bonus award of at least two hundred
31 fifty dollars (\$250.00) as a one time payment (not included in the annual salary) to any

1 current employee, who refers a candidate who is subsequently hired and who successfully
2 completes the original hire probationary period. The referral bonus will be paid at the
3 end of the original hire probationary period.

4
5 **Section 16.4 - Performance Bonus**

6 Up to five percent (5%) of regular bargaining unit employees shall be eligible for a
7 one time two hundred fifty dollar (\$250.00) cash bonus each year they achieve an overall
8 annual performance rating of Outstanding. The determination of who, if anyone, will
9 receive the award in any given year will be made by a committee comprised of the four
10 Associate/Assistant Laboratory Directors and the HRD.

11
12 **Section 16.5 - Extraordinary Performance Award**

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

18
19 **ARTICLE 17 - PERFORMANCE MANAGEMENT PROGRAM (PMP)**

20
21 **Section 17.1 - General Information**

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

1 **Section 17.2 - UMCES Administrative Units**

2 Center administrative units will administer the PMP process for their employees in a
3 fair and consistent manner. This includes scheduling release time for supervisors and
4 employees to attend any scheduled PMP training, establishing and communicating
5 performance expectations and allocating performance-based rewards and outcomes.
6

7 **Section 17.3 - Supervisory Responsibilities**

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

13 A. Set Expectations

- 14 1. Between November 1 and December 31, the supervisor and the employee
15 shall set expectations for the upcoming appraisal period. Specifically, the
16 supervisor shall solicit and consider the employee's input, and set and revise
17 weightings as may be necessary to reasonably and accurately reflect the
18 employee's position description, and to put the new evaluation plan into
19 effect. The evaluation plan should also include any additional goals and
20 expectations for employee performance, and may note opportunities for the
21 employee to provide extra-ordinary performance to the Center. The
22 supervisor and employee shall sign and date the evaluation plan. If the
23 employee does not agree with the evaluation plan, they may attach comments
24 to the plan for inclusion in the employee's final evaluation.
25

26 B. Mid-Year Performance Review

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

- 28 1. Whether the employee's position description is still current. If there have
29 been substantial changes to the duties and responsibilities of the position,
30 consider revising the position description in accordance with Article 22 of this
31 MOU.

- 1 2. Employee progress to date, including employee strengths and areas for
2 improvement and any other factors which may assist the employee in
3 accomplishing his overall objectives for the next appraisal period. Specific
4 feedback is appropriate. Any specific problem areas should be called to the
5 employee's attention, along with suggestions on how the employee may make
6 needed improvements to overcome the problem. This could involve training,
7 tutoring, closer supervision or other appropriate intervention.
- 8 3. The mid-year performance review will be documented in writing, and will
9 include any modifications made to the employee's position description.
- 10 4. The supervisor will advise an employee in writing of any areas where
11 performance is unsatisfactory during the first half of the rating period and will
12 provide recommendations on how the employee may improve performance to
13 an acceptable level.

14 C. End of Year Performance Evaluation

- 15 1. The supervisor shall take the following steps:
 - 16 a. Obtain input from team leaders, faculty, etc., as appropriate, regarding the
17 employee's performance.
 - 18 b. Offer the employee the opportunity to provide written input, which may
19 include a self-assessment. Such input shall be considered by the
20 supervisor when completing the evaluation.
 - 21 c. Meet with the employee's next level supervisor to discuss all input and
22 reach consensus on the employee's rating on each performance factor and
23 development plan.
 - 24 d. Meet in a private location with the employee to review the rating and
25 development plan. Any comments provided by the employee shall be
26 attached to the evaluation form. The employee will then sign and date the
27 form, indicating that he has received and discussed the rating. The
28 employee's signature does not necessarily imply agreement with the
29 rating. At the employee's discretion, he may provide comments that shall
30 be attached to the evaluation.

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

29
30
31

1 **ARTICLE 18 - TRANSPORTATION EXPENSE**

2
3 **Section 18.1 - UMCES Vehicles**

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

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

12
13 **Section 18.2 - Travel Reimbursement**

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

17
18 **ARTICLE 19 - HEALTH, SAFETY, AND WELFARE**

19
20 **Section 19.1 - Duty to Provide for Safe Work Environment**

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

24
25 **Section 19.2 - Unsafe Work Conditions**

26 When an employee is confronted with a choice between not performing assigned
27 tasks or subjecting himself to what he reasonably perceives to be potential injury or death
28 arising from a hazardous condition, the employee may, pursuant to applicable State and
29 Federal law, refuse in good faith to expose himself to the dangerous condition. However,
30 prior to refusing the assignment, if time and circumstances permit, the employee must

1 explain the perceived hazard with the on site or next level supervisor in an effort to
2 resolve the situation.

3
4 **Section 19.3 - Personal Protective Clothing and Equipment**

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

14
15 **Section 19.4 - Workplace Violence and Harassment**

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

19
20 **ARTICLE 20 - PERSONNEL FILE**

21
22 **Section 20.1 - Location of Official Personnel File**

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

25
26 **Section 20.2 - Employee Personnel File Review**

27 An employee, or, with the written authorization of the employee, the employee's
28 authorized representative, shall have the right to review their personnel file upon written
29 request, during business hours, in the presence of the HRD or his/her designee, with no
30 loss of pay. For employees located at Horn Point, the Center shall make the file available
31 for review within three (3) workdays of the request. For security reasons, the file of an

1 employee not located at Horn Point will be sent at the next opportunity for hand delivery,
2 to the requesting employee's AD, with the file sealed for the purposes of delivery, and
3 with hand delivery made normally within one (1) week of the request. The employee or,
4 with the employee's written permission, the employee's authorized representative, shall
5 be permitted to copy any documents from the employee's personnel file. Employees
6 shall be provided a copy of all documentation placed in their personnel file other than
7 routine personnel transaction forms.

8
9 **Section 20.3 - Employee Addendums**

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

13
14 **Section 20.4 Retention of Records**

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

18
19 **ARTICLE 21 - OPPORTUNITIES FOR BARGAINING UNIT POSITIONS**

- 20
- 21 1. When a vacant bargaining unit position is to be filled, the Center will advertise
22 internally and may advertise externally as well, for a period of no less than ten (10)
23 working days. The position announcement will identify the position by the title and
24 pay range and shall include the minimum qualifications and skills necessary for the
25 position in accordance with USM Job Class Specifications. The announcement will
26 also state how and where to apply and the closing date for receipt of applications.
 - 27 2. Any employee may submit an application for an advertised vacancy. The Center
28 shall create a highly qualified list derived from applicants who meet the minimum
29 qualifications for the position. All employee applicants who submit a timely
30 application and meet the following criteria shall be placed on the highly qualified list
31 and shall be interviewed:

- 1 A. Have not been required to provide verification for sick leave use, pursuant to
2 Article 10 of this MOU, within six (6) months of the date of the application;
- 3 B. Have proof of possession of the posted minimum qualifications and skills
4 necessary for the position. Proof of qualification and skill necessary to perform
5 the duties of a position must be evident and clearly documented for any applicant.
- 6 3. Selection shall be based upon merit principles, including the following criteria:
- 7 • Oral Interview
 - 8 • Work history (including prior evaluations)
 - 9 • Educational background
 - 10 • Certifications
 - 11 • References
- 12 4. Where two or more applicants are equally qualified, seniority in the Center shall be
13 the determining factor.

14

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

16

- 17 1. Each year, to coincide with the mid-year review process, each employee shall receive
18 a complete and accurate position description.
- 19 2. A request for reclassification review may be submitted by the President or designee,
20 the appropriate administrator(s) to whom the position reports, or the incumbent
21 employee.
- 22 3. An employee believing his position is incorrectly classified may request, through his
23 immediate supervisor, that the HRD conduct a classification study of the position.
24 Such study shall be completed in a timely manner unless a study of the job in
25 question has been completed within the previous twelve (12) months and the job
26 duties have not significantly changed. The following procedures apply:
- 27 A. The employee's request shall contain a revised position description form,
28 completed jointly by the employee and the employee's immediate supervisor, and
29 submitted through the AD to the HRD. If there is not agreement on the contents
30 of the position description, the HRD will conduct an on site review and make a
31 determination.

- 1 B. The HRD will then compare the position description to the USM job class
2 specifications to determine the appropriate classification.
- 3 C. The HRD shall issue a written determination as a result of the study and provide a
4 copy to the employee in a timely manner.
- 5 4. When job descriptions are changed, employees shall be furnished a copy.
- 6 5. Terms such as “other duties as assigned” shall mean duties relevant to carrying out
7 the mission of the Center.

8

9 **ARTICLE 23 - TRAINING AND DEVELOPMENT**

10

11 **Section 23.1 - Accreditation, Licensure, or Certification**

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

23

24 **Section 23.2 - In-service Training**

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

31

1 **Section 23.3 - Time Off for Education**

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

8
9 **ARTICLE 24 - DISCIPLINE AND DISCHARGE**

10
11 **Section 24.1 - Grounds for Disciplinary Action**

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

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

24
25 **Section 24.2 – Disciplinary Actions Permitted**

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

- 27 1. Written reprimand;
- 28 2. Leave with pay;
- 29 3. Forfeiture of annual leave;
- 30 4. Suspension without pay;
- 31 5. Denial of annual merit increase;

- 1 6. Demotion to a lower pay grade; and
- 2 7. Removal from employment.

3

4 **Section 24.3 - Burden of Proof**

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

10

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

- 12 A. The Center will attempt to correct employee misconduct through progressive
13 discipline; however, levels of progressive discipline may be bypassed based on
14 the severity of the offense or where there is a potential danger to people, property
15 or the mission of the Center. Discipline will be applied in a fair and consistent
16 manner.
- 17 B. Before taking any disciplinary action, the Center shall generally:
- 18 1. Investigate the alleged misconduct;
 - 19 2. Meet with the employee;
 - 20 3. Consider any mitigating circumstances;
 - 21 4. Determine the appropriate disciplinary action, if any, to be imposed; and
 - 22 5. Give the employee a written notice of the disciplinary action to be taken and
23 the employee's appeal rights.
- 24 C. The Center may also consider, when deliberating over the appropriate degree of
25 discipline, the employee's (1) overall employment history, (2) attendance record,
26 (3) disciplinary record, (4) work habits, and (5) relations with fellow employees
27 and supervisor. Barring extraordinary circumstances, disciplinary action shall
28 then be imposed no later than thirty (30) days after the Center became aware or
29 had reason to have become aware an allegation of misconduct against the
30 employee to be disciplined, except as provided in Section D below.

1 D. Disciplinary suspensions, other than suspensions pending charges for removal,
2 shall be implemented within three (3) work days of the alleged infraction or
3 knowledge of the alleged infraction by the responsible supervisor or
4 administrator. Upon agreement of the Union and the Center, the aforementioned
5 time limitation may be extended to a mutually agreed upon date. All suspension
6 days shall be consecutive.

7 E. Employees may appeal disciplinary actions pursuant to the Grievance and Appeal
8 Procedure, Article 25.

9

10 **Section 24.5 - Performance Based Actions**

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

16

17 **Section 24.6 - Special Appeals**

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

20

21 **Section 24.7 - Right to Representation**

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

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

31

1 **Section 24.8 - Polygraph Tests**

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

4
5 **Section 24.9 - Rejection on Original and Status Change Probation**

- 6
7 A. An employee whose job classification has been changed as a result of a
8 promotion, demotion, transfer or reinstatement and is rejected during a status
9 change probationary period shall be restored to their former position if it is vacant
10 or held by a temporary employee, or shall be restored to any vacancy which exists
11 in the employee's former classification within the department, for which they are
12 qualified.
- 13 B. Appeals of rejection on original and status change probation will be in accordance
14 with Section 13-204 of the Education Article and Article 25 of this MOU,
15 Grievance and Appeal Procedure.

16
17 **ARTICLE 25 - GRIEVANCE PROCEDURE**

18
19 The parties agree to incorporate into this MOU BOR policy VII-8.0 USM on
20 Grievances for Exempt and Non Exempt Staff Employees, as it is revised and amended
21 from time to time.

22
23 **ARTICLE 26 - LAYOFFS**

24
25 The parties agree to incorporate BOR policy VII-1.3 on Layoffs for Unclassified and
26 Classified Personnel as revised and amended from time to time.

27
28 **ARTICLE 27 - OUTSOURCING OF SERVICES**

29
30 The Center recognizes the integrity of the bargaining unit and will give due
31 consideration to the potential adverse impact on bargaining unit employees when

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

- 7 • The Center will provide the Union, at the time of issuance, a copy of any request
8 for proposal that seeks bids for permanent services which are being performed by
9 bargaining unit employees.
- 10 • The Center will normally provide the Union with at least thirty (30) days notice
11 prior to awarding a contract.
- 12 • Within ten (10) days of receiving notice of the intent to outsource, the Union may
13 request and the Center will provide information which will consist of the nature of
14 the services to be contracted out, the rationale for and the level of savings
15 expected from the proposed contracting out, the duration of the proposed contract,
16 and the identity of any affected employee(s).
- 17 • Within ten (10) days of receiving such information, at the Union's request, the
18 parties shall meet to consider all Union recommendations regarding alternatives to
19 the proposed outsourcing.

20 21 **ARTICLE 28 - INSURANCE AND BENEFITS**

22 23 **Section 28.1 - Benefit Programs**

24 Employees covered by this MOU who are otherwise eligible may participate in the
25 health and other benefits plans as offered by the State of Maryland and the USM, as they
26 may exist from time to time, on the same basis and subject to the same terms and
27 condition including the payment of all applicable premiums, co-pays, deductibles and
28 other fees and expenses as established for other USM and State employees. Such
29 programs may include, but are not limited to, the following:

- 30 • Savings Bond Program
- 31 • Life Insurance

- 1 • Health Care Program
- 2 • Long Term Disability
- 3 • Long Term Care
- 4 • Health and Dependent Care Spending Accounts
- 5 • Maryland State Retirement and Pension System
- 6 • Personal Accidental Death and Dismemberment
- 7 • Prescription Drug Plan
- 8 • Supplemental Retirement Plans

9

10 **Section 28.2 - Open Enrollment**

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

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

25

26 **ARTICLE 29 - EMPLOYEE ASSISTANCE PROGRAMS**

27

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

31

1 **ARTICLE 30 - DRUG AND ALCOHOL TESTING**

2
3 Drug and alcohol testing shall be done in a fair and equitable manner in strict
4 observance of all applicable law and regulations. All employees subject to such testing
5 shall be so informed at the time they assume the testing-eligible position.
6

7 **ARTICLE 31 - EMPLOYEE FACILITIES**

8
9 Employees shall continue to be provided reasonable use of all Center libraries and
10 recreational facilities.
11

12 **ARTICLE 32 - TUITION REIMBURSEMENT**

13
14 The parties agree to incorporate into this MOU BOR policy VII-4.10, Tuition
15 Remission for Faculty and Staff, as revised and amended from time to time.
16

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

18
19 There shall be a labor-management committee consisting of two bargaining unit
20 employees and two management representatives. The Committee will be co-chaired by
21 one representative from each side. The committee will meet as needed, but at least
22 quarterly unless waived by both co-chairs, and consider issues of mutual interest. A
23 Union labor relations specialist may participate in the committee meeting. Committee
24 meetings may convene electronically.
25

26 **ARTICLE 34 - MID-CONTRACT NEGOTIATIONS**

27
28 **Section 34.1 - General**

29 The Center may, due to budgetary or other business-related reasons, find it necessary
30 to make changes in its operations that may impact bargaining unit employees. The

1 Center will notify MCEA of such changes which will, then, be subject to negotiation
2 pursuant to Section 34.2 of this MOU.

3
4 **Section 34.2 - Notification of Changes**

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

15
16 **Section 34.3 - Union Initiated Negotiations**

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

20
21 **ARTICLE 35 - MISCELLANEOUS**

22
23 **Section 35.1 - Totality of Agreement**

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

1 **Section 35.2 - Savings Clause**

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

10
11 **Section 35.3 - Awards**

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

16
17 **ARTICLE 36 - DURATION, RENEWAL, AND REOPENER**

18
19 **Section 36.1 - Duration**

20 The MOU shall become effective at 12:01 A.M. January 1, 2011, provided all
21 conditions precedent to its effectiveness have been met. No portion of this MOU shall be
22 implemented until all of its provisions are effective. No provision of this MOU has
23 retroactive application unless required by law. This MOU expires at 11:59 P.M. on
24 December 31, 2013. Unless either party provides notice pursuant to Section 36.2, this
25 MOU shall be automatically renewed from year to year after December 31, 2013 as a one
26 year extension agreement, to be ratified by both parties.

27
28 **Section 36.2 - Renewal**

29 Should either party desire to renew this MOU, they may only do so by providing
30 written notification of its intent to do so to the other party at any time prior to the last
31 twelve (12) month period of its duration. After notification is provided, the parties shall

1 then commence negotiations for a successor MOU, during the last year of this MOU at
2 dates and times agreed to by the parties.

3

4

ARTICLE 37 - FLEET OPERATIONS

5

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

9

1 **APPENDIX A**

2 **SPECIAL PROVISIONS FOR RESEARCH FLEET OPERATIONS**

3
4 **A.1 - Work Schedule In Port**

5 The work schedule of crew members 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 crew member's 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 crew member 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 crew members must remain on the
15 Center's premises. Leaving the work site during rest break requires supervisory approval.
16 The Center may change, shorten or eliminate a rest break based on operational
17 requirements.

18 Crewmembers who engage in dirty work will be granted the last fifteen (15) minutes
19 of their work shift to clean up.
20

21 **A.2 - Work Schedule Underway**

22 The parties recognize that, as a research institution, it may be necessary to conduct
23 scientific operations around the clock. As such, RFO vessels are subject to sail at most
24 any hour of the night or day to meet the needs of science. The work schedule for crew
25 members when their vessel is underway will be established by the needs of the scientific
26 project using the vessel. The Captain of each vessel will determine departure times and
27 estimated times of arrival back in port, based on a Cruise Plan submitted in advance by
28 the scientist in charge of the cruise. In nonemergency situations, Crewmembers' work
29 schedules will be assigned by the Captain based on the Cruise Plan and the scientific
30 requirements of the cruise. Crewmembers will be given as much advance notice of the
31 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 crew members 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 crew members. 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 Research Fleet Operations employees will earn overtime compensation for work in
30 excess of forty (40) hours per week while at sea at a rate of time and a half (1½). They
31 will be paid overtime, or, by mutual agreement, the employee and the Center may elect to

- 1 substitute compensatory time, at a rate of one (1) hour worked to one and a half (1½)
- 2 hours of compensatory time, for any hours worked in excess of forty (40) hours per week
- 3 while at sea. Such compensatory time earned at sea may be banked and used during the
- 4 upcoming off-season.

SIDE LETTER ON PAID ADMINISTRATIVE LEAVE FOR UNION BUSINESS
SECTION 4.12

Both parties (UMCES and MCEA) agree to consider extending the sixty-four (64) hour limitation on a as needed basis, for the duration of this MOU.

	
Dennis Mesko UMCES	Jack Nelson MCEA
	12/6/10
Date	Date

SIDE LETTER ON SECTION 5.9.B

Both parties agree, for the duration of this MOU, that time **worked during this period of** declared administrative leave shall be at the rate of 1 ¼ time. This is for leave only and not for the hourly rate. An individual electing to take administrative leave shall receive such leave at a rate equal to 1 ¼ times the period of declared administrative leave. An individual electing to take pay in lieu of administrative leave, shall receive pay at straight time plus administrative leave at a rate equal to ¼ the time worked during the declared administrative leave.

All administrative leave must be used within thirty (30) days of its award.

EXAMPLES

Example #1: The essential employee who has to come in during a period of administrative leave, will record 8 hours of administrative leave on the timesheet. If they work for 4 hours, then they can earn 4 hours of administrative leave for hours worked. They will then receive ¼ time in administrative leave for hours worked. In this case, they will receive 1 hour of administrative leave for a total of 5 hours of administrative leave.

Example #2: The essential employee who has to come in during a period of administrative leave, will record 8 hours of administrative leave on the timesheet. If they work for 4 hours, then they will be paid for 4 hours worked as straight time. Then, they will receive ¼ time in administrative leave for hours worked. In this case, they will receive 1 hour of administrative leave.

 12/1/10
Dennis Mesko UMCES Date

 12/6/10
Jack Nelson MCEA Date

SIDE LETTER ON SERVICE AWARDS

Both parties (UMCES and MCEA) agree that the Labor Management Advisory Committee shall be tasked with developing a service award program for bargaining unit employees, for implementation no later than fiscal year 2012.

 _____
Dennis Mesko UMCES

 _____
Jack Nelson MCEA

 _____
Date

 _____
Date

Except as specified herein, this MOU will be in effect until 11:59 December 31, 2013

Jack Nelson 12/10/10
Date
Jack Nelson
Chief Negotiator
Maryland Classified
Employees Association

Donald F. Boesch 12/10/10
Date
Donald F. Boesch
President
University of Maryland Center
for Environmental Science

Christopher Farnell 12/10/10
Date
Christopher Farnell
Employee Negotiator

Dennis Mesko 12/10/10
Date
Dennis Mesko
Chief Negotiator UMCES

Brenda Cephas 12/10/10
Date
Brenda Cephas
Employee Negotiator

Suzanne Crawford 12/10/10
Date
Suzanne Crawford
Negotiating Team UMCES

Paul Perunko 12/10/10
Date
Paul Perunko
Negotiating Team UMCES