

## CONTINGENT-CATEGORY II EMPLOYMENT AGREEMENT

### University of Maryland Center for Environmental Science

Date \_\_\_\_\_

Dear \_\_\_\_\_ :

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

1. Your Contingent-Category II appointment will begin on \_\_\_\_\_ and is authorized until \_\_\_\_\_, unless terminated sooner in accordance with this Agreement. Your appointment may be terminated by the University upon thirty (30) days notice at any time such termination is determined to be in the best interest of the University. Your appointment may also be terminated without notice for cause, or for loss or modification of allocated funding. There exists no expectancy of continued employment or renewal of this contract beyond the above noted term. This appointment is subject to renewal only as provided for in Board of Regents Policy VII-1.40 *"USM Policy on Contingent Status Employment for Nonexempt and Exempt Staff Employees."* If you are not a U.S. citizen or a permanent resident, you must have a valid visa or Employment Authorization card that permits employment during the contract period. You must provide your laboratory payroll representative with your choice from the List of Acceptable Documents from those listed on the INS Form I-9 (the federal employment eligibility verification form). It is your responsibility to ensure that these supporting documents are valid for the entire duration of the employment term.  
You must notify the University of dual/multiple employment with other institutions of the University System of Maryland (USM) or other MD State Agency. This is required to determine if you will be eligible to enroll in the State Employee and Retiree Health and Welfare Program and receive a subsidy. Please sign appropriate line:

- a. As of today's date I am not under dual/multiple employment.

Sign: \_\_\_\_\_

- b. As of today's date I am under dual/multiple employment with a USM Institution/State Agency(ies). Name Institution/Agency(ies):

Sign: \_\_\_\_\_

If the dual/multiple employment status changes after this contract is signed, you must notify your supervisor immediately in order to maintain this contract as valid.



2. Each workweek will consist of \_\_\_\_\_ hours each week, or \_\_\_\_\_ % FTE. This position is considered to be nonexempt or exempt for overtime purposes. You will be paid on a bi-weekly basis, and \_\_\_\_\_ entitled to payment for overtime hours worked.
- The annualized rate of pay for this \_\_\_\_\_ %-time position will be \_\_\_\_\_, paid from KFS Account 07. This amount includes a base salary of which \_\_\_\_\_ and a retirement subsidy of be must invested in a Supplemental Retirement Plan).

As a Contingent-Category II employee, you are not eligible to participate in the State Retirement and Pension System or the Optional Retirement Program. However, you may participate in a voluntary Supplemental Retirement Annuity Plan.

**Statement Regarding COLA:**

In the event that university employees are granted a cost of living adjustment during the term of the agreement, you shall receive the adjustment when it is granted by the State of Maryland, which will change the base salary of the contract.

**Essential Employee**

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

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

4. The following benefits and programs shall apply to your appointment:

- a. The maximum paid leave is as follows:  
days of annual leave, three **(3)** personal days, fourteen **(14)** or fifteen **(15 in an election year)** holidays (refer to the University holiday schedule), and fifteen **(15)** days of sick leave (sick leave is defined as leave available to the employee when the employee is sick or is needed to care for the employee's sick spouse, child, or legal dependent; it may only be used in accordance with institutional policies that govern the use of sick leave for regular employees). **(PLEASE NOTE YOUR LEAVE BALANCES WILL BE PRORATED BASED ON YOUR FTE STATUS)** At the end of the contract term, unused leave *shall be carried over to another contract, if the contract is renewed.*



- b. If your FTE is at least 75% you may choose to enroll in one of the state health insurance plans within sixty (60) days of your employment date or during the next open enrollment period. You are eligible to receive a 75% subsidy of the total cost of medical and prescription coverage paid by the State/University. You will be responsible for paying the remaining 25% of the total cost of medical and prescription coverage. If you choose to enroll in dental coverage, personal accidental death and dismemberment insurance and/or group term life insurance, you will pay the full (100%) cost of these premiums, plus the 25% cost of medical and prescription coverage. Payroll deduction is not available for this benefit. You will need to pay the State of Maryland directly, on a monthly basis, for your portion of the cost of the plans that you choose. Once enrolled, you will receive payment coupons to pay the State of Maryland directly by personal check or online. Instructions to pay online will be included with the payment coupons.

**Please indicate your election to accept or decline coverage at this time by initialing the appropriate line below. The decision to decline coverage will not prevent you from enrolling for the benefits noted above during the annual open enrollment period or in the event of a “qualifying event” status change.**

I choose to enroll in the State Employee and Retiree Health and Welfare Benefits Program and I understand that the State of Maryland will contribute 75% of the cost of the medical and prescription coverage and I will be responsible for paying the remaining 25% of the total cost.

I understand that I also, independently, have the option to enroll in dental coverage, personal accidental death and dismemberment insurance and/or group term life insurance of which I will pay 100% of the costs of the premiums.

I decline to enroll in the State Employee and Retiree Health and Welfare Benefits Program understanding that I may choose to enroll during the annual open enrollment periods or in the event of a “qualifying event” status change.

I work less than 75% FTE and am not eligible for State Employee Health Benefits at this time.

- c. If your FTE is at least 75% you may participate in USM-sponsored insurance programs such as long-term disability, life insurance, supplemental retirement annuities, and deferred compensation plans.
- d. You may participate in the USM Tuition Remission program at any of the USM Institutions. You are subject to the terms and conditions of BOR Policy 1.40—Policy on Contingent Status Employment for Nonexempt and Exempt Staff Employees, and BOR Policy VII—4.10 Policy on Tuition Remission for Faculty and Staff Policy. You may take up to a maximum of eight (8) credits per semester, a total of eight (8) credits for both summer sessions and four (4) credits for winter term. **Tuition remission credits are prorated to your FTE.** It is the University’s policy that you must obtain your supervisor’s approval before registering for any daytime credit courses.
- e. You may also participate in other programs with voluntary payroll deductions (e.g., Maryland Charities Campaign, and State Employees Credit Union [SECU]).



5. You will report to and work under the general supervision of \_\_\_\_\_ . The general description of your position is attached to this agreement.
6. It is recognized and understood that this position is one of an UMCES Contingent- Category II Employee, and is not one within the regular non-exempt, regular exempt, or faculty service of the University, nor within the classified or non-classified service of the State of Maryland. Procedures, benefits, and other provisions of service pertaining to these categories of employment are not, unless specifically extended in this agreement, available to you as a UMCES Contingent-Category II Employee.
7. It is further understood that as a Contingent-Category II employee you are not covered by the UMCES Grievance Policy and Procedures. You may, however, bring work disputes to the attention of the department/unit director or designee, and/or seek assistance from the Department of Human Resources, HR Director's Office at (410) 221-2017. You shall be covered by the applicable Federal and State of Maryland Equal Employment Opportunity and Affirmative Action laws, and other applicable USM employee protection policies.
8. If you are appointed to a regular position without a break in service you shall receive service credit for the total length of time served as a Contingent-Category II employee. The term "service credit" applies to completion of probation (provided the regular appointment is to the same position in the same department), tuition remission eligibility, and annual leave earnings rate. Any annual leave, sick leave, holidays, and/or personal leave balance as a Contingent-Category II employee shall transfer to the regular appointment. Service credit is not applicable to any retirement rights.
9. This writing constitutes the entire, complete, and comprehensive understanding and agreement between the parties, and may not be altered or added to except upon the consent of all the parties in writing, dated and signed by each of those university officials signing below (or their successors or designees). The decision of \_\_\_\_\_ **(Lab Director/Unit Head)** shall be determinative with respect to any question or dispute arising out of or relating to this agreement and/or the incidents of your employment.

**REVIEWED AND RECOMMENDED:**

\_\_\_\_\_  
SUPERVISOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ASST./ASSOC. DIRECTOR OF LABORATORY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LABORATORY DIRECTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DIRECTOR OF HUMAN RESOURCES

\_\_\_\_\_  
DATE



University of Maryland  
CENTER FOR ENVIRONMENTAL SCIENCE

In consideration of the terms of employment covered by this agreement, the parties hereby accept all the foregoing conditions, covenants, and specifications.

**APPOINTEE:**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



University of Maryland  
CENTER FOR ENVIRONMENTAL SCIENCE

**Contingent-Category II Employment Agreement**  
University of Maryland Center for Environmental Science

**Position Description**

The duties for this Contingent II position include the following:

