

Where an employee did not have an opportunity to perform work described by a performance standard or goal and objective, that standard or goal and objective will not be considered in the year-end performance evaluation. All applicable performance factors and goals and objectives will be applied fairly and objectively. The University shall take into consideration impediments to an employee's job performance, which are beyond the control of the employee. Time off on approved leave (sick, personal, annual, etc.) and authorized time for Union representational purposes and other authorized activities will not be considered negatively in the application of performance factors and performance goals and objectives, provided that where an employee has been placed on notice regarding a sick leave usage problem, the employee's sick leave usage may be taken into account.

The employee's second level supervisor reserves the right to make valid changes or modification(s) to approve an employee's end-of-the-year evaluation prior to the employee's signature. This approval must be secured prior to the end-of-the-year evaluation meeting with the employee. The supervisor shall give the employee a copy of the end-of-the-year evaluation, which will be signed by the employee, and a copy will be placed in the employee's personnel file with the job description attached. A statement of an employee's objection or comments may be submitted to the first and second level supervisor within thirty calendar thirty (30) days of receipt of the current evaluation. A copy of the employee's comments shall also be forwarded, by the appropriate supervisor, to the Office of Human Resources for placement in the employee's personnel file.

#### **Section 5. Deficient Performance**

In the event a supervisor concludes that an employee's job performance is at a level, which will result in an evaluation below "Meets Standards", therefore jeopardizing his/her eligibility to receive a merit increase, the supervisor will notify the employee. The employee will be given a reasonable amount of time to correct the performance deficiencies before a year-end performance evaluation is conducted unless the deficient performance warranting the denial of the merit increase occurs late in the evaluation period.

#### **Section 6. Performance Evaluation Salary Increase**

Employees, who achieve an annual rating of "Meets Standards" or above, shall receive whatever merit increase is granted in accordance with Article 9 Wages.

An employee's ability to file a grievance is directly linked to the provisions of Article 9 Wages. Employees shall have the right to appeal their performance evaluation ratings for procedural deficiencies or for overall ratings that result in "Below Standards" or "Unsatisfactory" through the grievance process.

In those circumstances where an employee has a complaint regarding a performance evaluation but was not deprived of a merit pay increase in conjunction with Article 9 Wages, such grievance(s) may only be allowed to be grieved through Step 2 of the Grievance Procedure.

All performance evaluation grievances shall be filed in accordance with the Grievance Procedure outlined elsewhere in this MOU.

## **ARTICLE 16 -- GRIEVANCE PROCEDURE**

In the event of an alleged violation or disagreement over any of the provisions of this MOU, a bargaining unit employee represented by AFSCME, which shall be the exclusive employee organization to represent the employees, shall have the right to file a grievance in accordance with Md. Code. Ann State Personnel & Pension § 13-201 et seq, a copy of which is set forth below for convenient reference.

### **Title 13, University of Maryland - General Provisions: Subtitle 2. University of Maryland Classified Employee Grievance Procedures**

#### **§ 13-201. Definitions**

- A. In general. -- In this subtitle, the following words have the meanings indicated.
- B. Day. -- "Day" means, except as otherwise provided, a working day, Monday through Friday, regardless of work schedule, weekend work, or midweek days off.
- C. Grievance. -- "Grievance" means any cause of complaint arising between a non-exempt employee and his employer on a matter concerning discipline, alleged discrimination, promotion, assignment, or interpretation or application of University rules or departmental procedures over which the University management has control. However, if the complaint pertains to the general level of wages, wage patterns, fringe benefits, or to other broad areas of financial management and staffing, it is not a grievable issue.

#### **§ 13-202. (Omitted)**

#### **§ 13-203. Steps in Grievance Procedure**

- A. Availability of procedure; number of steps. If, following informal discussion with the supervisor, a dispute remains unresolved, the grievance procedure is available. There are three steps in the grievance procedure.
- B. *Step One.* Step one is the initiation of a complaint. Grievances shall be initiated within thirty (30) calendar days of the action involved, or within thirty (30) calendar days of the employee having reasonable knowledge of the act, unless these time limits are further delimited as stated in § 13-205. Appeals within the grievance procedure shall be timed from receipt of the written opinion of management or from when such opinion is due, whichever comes first. An aggrieved employee or the employee's designated representative may present the grievance in writing to the department head or chairman or designee for formal consideration. If the grievance is presented to the department head or chairman or designee, within 5 days after the receipt of the written grievance a conference shall be held with the aggrieved or the employee's designated representative and within five (5) days after the conclusion of the conference a decision shall be rendered in writing to the aggrieved or the employee's designated representative. If the aggrieved employee is not satisfied with the decision rendered at this step, the employee or the employee's designated representative may appeal in writing to step two within five (5) days.

- C. Both employee and department head or chairman or designee shall continue to review the matter, either privately or with the help of others in the employee's immediate work unit who are directly involved in the grievance. Each department head or chairman or designee shall use judgment in keeping superiors informed of the status of each grievance and, if necessary, request guidance, advisory committees, or other assistance consistent with departmental policy. If either the employee or the department head or chairman or designee feels the need for aid in arriving at a solution, the campus personnel department may be requested to provide resource staff or any other available resource personnel may be invited to participate in further discussions. The addition of such participants does not relieve the department head or chairman or designee and the employee from responsibility for resolving the problem.
- D. *Step Two.* The appeal shall be submitted to the President of the University or the President's designated representative within five (5) days after the receipt of the written decision at step one. The President or the President's designated representative shall hold a conference with the aggrieved or the employee's designated representative within ten (10) days of receipt of the written grievance appeal and render a written decision within fifteen (15) days after the conclusion of the conference.
- E. *Step Three.* In the case of any still unresolved grievance between an employee and the University, the aggrieved employee, after exhausting all available procedures provided by the University, may submit the grievance to either arbitration or to the Chancellor who may delegate this responsibility to the Office of Administrative Hearings in accordance with Title 10, Subtitle 2 of the State Government Article. In either case, the appeal shall be submitted within ten (10) days after the receipt of any written decision pertaining to that grievance and issued by the University. If the grievance is arbitrated, the parties shall select an arbitrator by mutual agreement. If they are unable to reach a mutual agreement, an arbitrator shall be supplied by the American Arbitration Association by their procedures. Any fees resulting from arbitration are assessed by the arbitrator equally between the two parties. The arbitration award is advisory to the Chancellor or administrative law judge, as appropriate, and an additional appeal or hearing may not be considered. The Chancellor or administrative law judge, as appropriate, shall make the final decision that is binding on all parties.
- F. Authority of Chancellor or administrative law judge - The Chancellor or administrative law judge, as appropriate, shall have the power to award back pay in any grievance and the President of the constituent institution shall enforce such order. In any reclassification case in which the Chancellor or administrative law judge, as appropriate, or his designated representative, determines that an employee has been misclassified, the Chancellor or administrative law judge, as appropriate, may, in his discretion, award back pay to the employee for a period not to exceed one year prior to the initial filing of the grievance.
- G. Coercion, discrimination, interference, reprisal and restraint prohibited.

1. During any stage of a complaint, grievance, or other administrative or legal action that concerns State employment by a full-time or part-time employee of the institution, or by a temporary or contractual employee of the institution, the employee may not be subjected to coercion, discrimination, interference, reprisal, or restraint by or initiated on behalf of the institution solely as a result of that employee's pursuit of a grievance, complaint, or other administrative or legal action that concerns State employment.
2. An employee of the institution may not intentionally take or assist in taking an act of coercion, discrimination, interference, reprisal, or restraint against another employee solely as a result of that employee's pursuit of a grievance, complaint, or other administrative or legal action that concerns State employment.
3. An employee who violates the provisions of this subsection is subject to disciplinary action, including termination of employment.

#### **§ 13-204. Decisions**

A decision may not be made at any step of the grievance procedure that conflicts with or modifies a policy approved by the Board of Regents of the University or with any applicable statute or with any administrative regulation issued under appropriate statutory authority or that otherwise delimits the lawfully delegated authority of University officials unless prior approval has been obtained from the responsible official.

#### **§ 13-205. Suspensions pending removal; involuntary demotions; rejection on probation; disciplinary suspension**

- A. Suspensions pending removal - Within five (5) days from the date on which the employee receives the charges for removal as evidenced by the return receipt or other evidence of delivery of the charges to the employee an employee who is suspended under charges for removal may request an opportunity to be heard in his own defense. Within thirty (30) days if possible after receipt, the President or the President's designated representative shall investigate the charges and give the employee an opportunity to be heard. Testimony shall be taken under oath and both the department head or chairman or designee and the employee have the right of representation by counsel and the right to present witnesses and give evidence. Within fifteen (15) days following the conclusion of the conference, the written decision shall be rendered to the employee. In the case of appeals from charges pending removal, the department head or chairman or designee may request through appropriate channels the Attorney General's representative to the University to serve as counsel. In case no hearing is timely requested, the Senior Director of Human Resources shall act upon the charges or order such other actions as are indicated by the findings in the case. If a hearing is timely requested and the removal is upheld, step three of the grievance procedure shall be available to the removed individual. The appeal shall be submitted within ten (10) days after receipt of the written University decision.
- B. Involuntary demotions - Within five (5) days, an employee who is notified of demotion may file a written answer with the President or the President's designated representative and request an investigation of the demotion. Within twenty (20) days, if possible, after

receipt, the President or the President's designated representative shall investigate the demotion and give the employee an opportunity to be heard. Within fifteen (15) days following the conclusion of the investigation, the written decision shall be rendered to the employee. If an investigation is timely requested and the demotion is upheld, step three of the grievance procedure is available to the demoted employee. The appeal shall be submitted within ten (10) days after receipt of the written University decision.

#### C. Rejection on probation

1. Rejection on Original Probation. Within five (5) days of the notice of rejection, an employee who is rejected on original probation may file a written request with the President or the President's designated representative for a hearing. Within 20 days, if possible, after receipt, the President or the President's designated representative shall conduct a hearing. Within fifteen (15) days following the conclusion of the hearing, the written decision shall be rendered to the employee. If the hearing is timely requested and the rejection is upheld, step three of the grievance procedure is available. The appeal shall be submitted within ten (10) days after receipt of the written University decision. Rejection for cause is not required in the case of an employee rejected on original probation.
2. Rejection on Promotional, Transfer, or Horizontal Change Probation. Within five (5) days of receipt of the recommendation of the department head or chairman to reject, an employee who is promoted and then rejected within the probationary period for the new class and for whom a vacancy in the former class is not available may file an answer with the President or the President's designated representative and request an investigation of the proposed rejection. Within twenty (20) days, if possible, after receipt, the President or the President's designated representative shall investigate the proposed rejection. The same rule applies to an employee who has completed a probationary period in one classification and makes a horizontal change to a new classification, and is rejected in the new classification or who transfers to another department in the same classification and is rejected. Within fifteen (15) days following the conclusion of the investigation, the written decision shall be rendered to the employee. If the investigation is timely requested and the rejection is upheld, step three of the grievance procedure is available to the rejected employee. The appeal shall be submitted within 10 days after receipt of the written University decision.

#### D. Disciplinary suspension

1. This subsection does not apply to suspensions pending charges for removal.
2. Alleged infractions shall be investigated by the responsible supervisor or administrator or designee at the earliest opportunity following knowledge of it, and the investigation shall be promptly completed. All suspensions of employees shall be implemented within three (3) days of the alleged infraction or knowledge of the alleged infraction by the responsible supervisor or administrator. All suspension days shall be consecutive.

3. The employee or the employee's designated representative may submit a written appeal on a disciplinary suspension to the President or the President's designated representative within five (5) days of notification of the suspension, or the employee or the employee's designated representative may appeal the suspension within three (3) days of notification of the suspension to the department head or chairman or designee. The department head or chairman or designee shall hear the case within three (3) days from the receipt of the written appeal. If the appeal is unheard or unanswered as a result of management delay, the employee shall be reinstated with full back pay.
4. If the suspension is upheld by the President or the President's designated representative, step three of the grievance procedure is available to the employee. If the employee chooses to appeal to the department head or chairman or designee, any further appeals shall proceed through steps two and three of the grievance procedure.

E. Preliminary hearing

1. If an employee is suspended without pay pending a hearing on disposition of charges for removal, the President or the President's designated representative shall notify the employee in writing of the reasons for the suspension at the time of the notice of the suspension.
2. Within five (5) working days of the notice of suspension, the employee may request in writing that the President or the President's designated representative, in addition to conducting a hearing on the merits, conduct a preliminary hearing to determine whether or not the employee may continue to work with pay pending the disposition of the charges.
3. The President or the President's designated representative shall conduct a preliminary hearing within 5 working days after the President or the President's designated representative receives in writing the request from the suspended employee for the preliminary hearing.
4. The preliminary hearing shall be limited to the issues of:
  - a. Whether suspension without pay is necessary to protect the interests of the University of Maryland or the employee pending final disposition of the charges; and
  - b. Whether other employment and status alternatives should be considered.
5. At the preliminary hearing, the employee may:
  - a. Rebut the reasons given for the suspension;
  - b. Allege mitigating circumstances; and

- c. Offer alternatives to the suspension, including:
  - d. Return to the position with pay;
  - e. Transfer to another position with pay; or
  - f. Suspension with pay.
6. Within five (5) days after the preliminary hearing is completed, the President or the President's designated representative shall render a written decision that is conclusive as to the issue of whether or not the employee may continue to work with pay pending the disposition of the charges.

#### **§ 13-206. Miscellaneous provisions**

- A. In cases of appeal to an arbitrator, each party is responsible for any expense incurred in the preparation and presentation of its own case and for any record or transcript it may desire.
- B. Upon the formal or informal initiation of a grievance an employee designated as a grievance procedure representative shall not suffer any loss of pay for investigating, processing or testifying in any step of the grievance procedure. Release time from normal work schedules is to be granted all witnesses to attend grievance hearings. Expenses incurred in connection with attendance by employees at grievance hearings shall be borne by the employee's department.
- C. Similar grievances may be consolidated and processed together as a single issue. Where a number of individual grievances have been reduced into a single grievance, not more than three employees selected by and from the group may be excused from work to attend a grievance meeting called by the responsible administrator at step one and not more than five employees at steps two and three unless, at any step, prior permission is granted by the person hearing the grievance.
- D. Employee complaint forms shall be available in the campus personnel department. The University form shall be used.
- E. It is the responsibility of the head of each organizational unit to assure that each employee understands the channels of communication and appeal, specifically who is the department head or chairman and who acts in their absence.
- F. An employee may not leave the post of duty to engage in grievance handling without the knowledge of and permission from the designated supervisor.
- G. A formal grievance may be filed by the aggrieved employee; the request to appeal a grievance must bear the signature of the employee or the employee's representative at each step of the procedure.

- H. A record of each grievance and its disposition shall be furnished to the employee involved. A file copy of each grievance shall be maintained at the last step at which the grievance was processed, and an additional copy shall be filed with the campus personnel department which shall be available to the employee or the employee's representative.
- I. At any point in the grievance procedure, the employee may elect to obtain, change, or dismiss the representative by providing a written notice to the person hearing the grievance. However, the action does not allow the grievant to return to a previous step in the procedure.
- J. A hearing officer may exclude incompetent, irrelevant, immaterial, and unduly repetitious evidence or witnesses.
- K. Each step of the grievance procedure shall be processed as quickly as practicable within the specified time limits. Failure to appeal at any step constitutes acceptance. Failure to answer is a denial to which an appeal may be made. By mutual agreement, the time limits and/or steps may be waived.
- L. It is the responsibility of each party to the grievance procedure at each step of the procedure to duplicate the grievance form prior to filing it with the Employer or returning it to the employee and to retain one copy of the form.
- M. A grievance may start with a complaint or request by a permanent or temporary employee.
- N. An employee may be represented at every step of the grievance procedure by a party or organizational representative.
- O. An employee shall receive a copy of this grievance procedure upon employment at the University.
- P. Both parties shall make an effort to resolve the grievance at the lowest possible level.
- Q. All grievance hearings shall be open hearings unless either party requests that the hearing be closed.
- R. At any step of the grievance procedure, either party may require that witnesses be excluded from the hearing room until called.
- S. Any party who elects to use this procedure for resolution of a problem is presumed to agree to abide by the final disposition arrived at in this procedure and the final disposition may not be subject to review under any other procedure within the University.
- T. Any question concerning the timeliness of a grievance or whether a complaint is subject to the grievance procedure shall be raised and resolved promptly, unless the person hearing the grievance or appeal determines that the decision on a motion to dismiss will be deferred pending a hearing on both the merits and the motion.



## **§ 13-207. Sovereign immunity; satisfaction of awards**

- A. Defense of sovereign immunity unavailable - The defense of sovereign immunity may not be available to the University, unless otherwise specifically provided by the laws of Maryland, in any administrative, arbitration, or judicial proceeding held pursuant to this Section, or the personnel policies, rules, and regulations for classified employees of the University System of Maryland involving any type of employee grievance or hearing, including, but not limited to charges for removal, disciplinary suspensions, involuntary demotions, or reclassifications.
- B. Funds provided for satisfaction of awards - The Governor shall provide in the annual State budget adequate funds for the satisfaction of any final monetary or benefit award or judgment that has been rendered in favor of the employee against the University in any administrative, arbitration, or judicial proceeding.
- C. Awards which have not been satisfied - Awards under this Section that have not been satisfied pursuant to Subsection (d) of this Section, shall be reported to the Comptroller of the Treasury, who shall maintain and report annually to the Governor an accounting of existing awards. Upon appropriation of funds by the legislature, the Comptroller of the Treasury shall satisfy existing awards in order of date of award.
- D. Timeliness of satisfaction - If the University has sufficient funds available to satisfy any award under this Section at the time the award is rendered, the award shall be satisfied as soon as practicable but not more than 20 days after the award becomes final.

## **ARTICLE 17 -- DISCIPLINARY ACTIONS**

### **Definition**

Discipline is defined as the approach used by the University for modifying undesirable performance and behavior through the use of a range of disciplinary consequences that are applied depending on the employee's misconduct (behavior and/or performance). These disciplinary actions may include, but are not restricted to, written reprimand, suspension without pay, and termination. For most misconduct problems, each step in the process will be necessary; however, for more serious and repetitive problems the earlier steps may be eliminated.

### **Section 1. General**

Employees shall not be disciplined without just cause. Except as otherwise provided in this MOU, the University has the burden of proof in any proceeding under this Article. After taking disciplinary action against an employee, the University may not impose an additional disciplinary action against that employee for the specific incident of misconduct unless, the action is repeated or additional information is made known to the University after the disciplinary action was taken.

### **Section 2. Disciplinary Actions Permitted**

The University may take the following disciplinary actions against any employee:

- A. Give the employee a written reprimand.
- B. Suspend the employee from one to Five days without pay; deny the employee a pay increase.
- C. Demotion Lower pay grade/classification or with prior approval of the President or designee.
- D. Termination.

### **Section 3. Right to Union Representation**

An employee shall have the right to Union representation if requested by the employee, only as provided below:

- A. In any investigatory interview or discussion with the employee who is the subject of the investigation.
- B. At any disciplinary hearing or discussion with the employee who is the subject of the disciplinary hearing.

The University shall allow reasonable time for the Union representative to attend said meeting.

An employee shall not have the right to a Union representative in attendance during a discussion solely related to a counseling session, performance, or during a performance review.

All employees are expected to give prompt, accurate answers to any and all questions concerning matters of official interest put to him/her by the University.

The role of the Union representative is to assist in the clarification of questions and otherwise advise the employees of his/her rights. A Union representative shall speak on behalf of an employee only when requested to do so by the employee attending the meeting.

### **Section 4. Duty of the Employer Prior to Imposing Sanctions**

- A. The University agrees where appropriate to administer discipline in a fair and impartial manner as defined under the definition of discipline. Similarly situated employees will be treated similarly regarding the application of disciplinary actions, but mitigating circumstances will be considered.
- B. Procedures - Before taking any disciplinary action related to employee misconduct, the University shall normally:
  - 1. Investigate the alleged misconduct;
  - 2. Meet with the employee;

3. Consider any mitigating circumstances;
  4. Determine the appropriate disciplinary action, if any, to be imposed; and
  5. Give the employee a written memorandum or notice of the disciplinary action, if any, to be imposed and the employee's appeal rights.
- C. Time Limits - The University may impose disciplinary action no later than thirty (30) calendar days after it acquires knowledge of the misconduct for which the disciplinary action is imposed. Exceptions to the above shall apply when disciplinary action may include termination, or in cases involving severe misconduct or conduct involving moral turpitude.
- D. Suspension:
1. The University may suspend an employee without pay no later than five (5) workdays after the University acquires knowledge of the misconduct for which the suspension is imposed.
  2. Saturdays, Sundays, legal holidays, and employee leave days are excluded in calculating the five (5) workday period unless Saturday or Sunday is part of an employee's regular schedule or when the employee is required to work on a holiday.
- E. Except as authorized by law, an employee may not be required to submit to a polygraph test.
- F. Termination of probationary employees is covered separately in this Memorandum of Understanding and does not require just cause.

## **Section 5. Actions Which Do Not Constitute Disciplinary Actions**

- A. Counseling Memoranda:
1. A counseling memorandum is an instructional communication and is not a disciplinary action. The counseling memorandum should indicate to the employee the problem and what the employee needs to do to correct the problem. Proposed steps for improvement shall be reasonable and within the employee's range of skills and experience.
  2. Within fifteen (15) workdays after receiving a counseling memorandum, an employee may submit to the University a written response to the memorandum. The response shall be placed in the employee's Personnel File and attached to any record of the memorandum.
  3. An employee may not take any other action in response to a counseling memorandum. A counseling memorandum is not grievable.

**B. Leave Without Pay:**

Placing an employee on leave without pay when the employee is absent with approval is not a disciplinary action.

**C. Restitution:**

1. Requiring an employee to make restitution to the University or the State for loss or damage to University or State property due to an employee's negligence is not a disciplinary action.
2. An employee who is ordered to make restitution under this Subsection also may be subject to civil prosecution or criminal prosecution.

**Section 6. Other Procedures**

**A. Negotiations and bargaining permitted - this Article does not preclude the University and an employee from agreeing to:**

1. Holding in abeyance a disciplinary action for a period not to exceed six (6) months in order to permit the employee to improve conduct or performance; or
2. Imposition of a lesser disciplinary action as a final and binding action.

**B. Failure to appeal - if an employee fails to grieve/appeal in accordance with the procedures provided in this Memorandum of Understanding, the employee is considered to have accepted the decision.**

**C. Time limits - the parties may agree to waive or extend any time limits as stated in this Article.**

**D. Resolution of appeal encouraged - each party shall make every effort to resolve an appeal at the lowest level possible.**

**E. The University's failure to decide an appeal in accordance with law and regulation is considered a denial from which an appeal may be made.**

**Section 7. Excessive Absenteeism, Tardiness or Abuse of Sick Leave**

**A. It is understood that excessive absenteeism, excessive tardiness, or abuse of sick leave constitutes just cause for discipline, and it is the intent of the University to take corrective action.**

**B. An employee who is placed on leave without pay for an unapproved absence may be subject to disciplinary action for the unapproved absence.**

## **Section 8. Expunging of Disciplinary Documents**

After twelve (12) months without any further disciplinary action and upon the written request of the employee, counseling memos and verbal/written warnings shall be expunged from the employee's official personnel file. This Article does not restrict the University's right to keep disciplinary records such as but not limited to letters of reprimand in an employee's file for instances of serious infractions.

## **ARTICLE 18 - MISCELLANEOUS**

### **Section 1. Access to Recreation Centers**

Bargaining unit employees shall be permitted to use, at no cost, any recreation and fitness facilities.

### **Section 2. Release Time for Campus Sponsored Committees**

Employees shall be allowed paid release time to participate in campus sponsored committees such as diversity committees, women's committees, shared governance committees, etc.

### **Section 3. Attendance to Job Related Trainings**

Employees shall be allowed paid release time to attend job related trainings whether sponsored by the University.

### **Section 4. Attendance to Job Interviews**

Employees shall be allowed paid release time to attend job interviews in a different department within the University. Employees shall be allowed to use accrued annual leave in one (1) hour increments to attend job interviews for another position within any of the USM institutions.

### **Section 5. Reclassification**

If an employee or their supervisor believed that he/she has been assigned significant duties outside of the scope of his/her current classification, the employee or the supervisor may request a reclassification of the position.

In accordance with BSU Policy VII – 9.70 on Request for Job Reclassification Review, the reclassification review must be accompanied by a completed Salary Adjustment Form and an updated job description. After approval of the Salary Adjustment Form, a Personnel Action Form must be submitted and approved. All job reclassification decisions for non-exempt employees must be effective retroactive to the date the Reclassification request was received in the Office of Human Resources. The Senior Director of Human Resources or designee shall render a decision within thirty (30) days of receipt of the completed request. Supervisors receiving a request for reclassification from employees must approve or deny the request within ten (10) days of the receipt.

The employee may file a grievance in accordance with Article 16 – Grievance Procedure, if a response is not rendered within established guidelines.

## **Section 6. Job Vacancies and Promotions**

Whenever job vacancies in the bargaining unit occur, the University agrees to provide an electronic copy of the vacancies to the current president of the union. The University will provide a brief description of the duties of the position, the salary range, and minimum requirements and qualifications of the position.

Employees who wish to be considered for the bargaining unit vacancies must follow the directions for applying for the position in the job posting and submit required documentation to the Office of Human Resources prior to the closing date.

If an employee is not interviewed or selected for a position that person has applied for, the employee may contact the Office of Human Resources to obtain a written explanation of why the employee was not selected for that position.

## **ARTICLE 19 -- INSURANCE AND BENEFITS**

Employees covered by this MOU who are otherwise eligible may participate in the health and other insurance plans as offered by the State of Maryland and the University System of Maryland, as they may exist from time to time, on the same basis and subject to the same terms and conditions including the payment of all applicable premiums, co-pays, deductibles and other fees and expenses as established for other University and State employees.

## **ARTICLE 20 -- RETIREMENT**

Employees covered by this MOU who are otherwise eligible may participate in the Maryland State (Employees' and Teachers') Retirement Systems and the Maryland State (Employees' and Teachers') Pension Systems, as appropriate, subject to all of the terms and conditions of those Systems and their respective Plans, including any modifications made to those Systems and Plans during the term of this MOU. All disputes or grievances regarding the Retirement and/or Pension Systems shall be resolved in accordance with the procedures specified in the plan or by applicable law.

## **ARTICLE 21 -- TUITION REMISSION**

### **Section 1. Purpose and Applicability**

#### **Regular or Retired Status Employees**

The University supports the general policy of tuition remission for employees on regular or retired Status on an intra- and inter-institutional basis. This policy encourages such employees on regular or retiree status to enroll in academic courses for the improvement of skills or for personal development purposes, with tuition costs associated with such courses remitted in whole or in part.

### **Spouses and Dependent Children of USM Employees (Regular or Retired Status)**

The University supports the general policy of tuition remission for the spouses and dependent children of University System of Maryland (USM) employees on regular or retired status, on an intra- and inter-institutional basis.

### **Section 2. Definitions**

- A. A “REGULAR” employee is one who works in a position that has been approved through the budgetary and pertinent appointment classification processes and that is intended to last six months or more regardless of the nature of the source of funds or who has retired from such a position. This definition applies to both fulltime and part-time employees.
- B. “RETIREE” - For purposes of acceptance of tuition remission requests, a "University System of Maryland Retiree" must be receiving State of Maryland retirement checks and/or Optional Retirement Plan (ORP) retirement checks, and have earned at least five years of total service credit at one or more institution(s) of the USM. Verification of retiree status may be obtained by contacting the Office of Human Resources of the University from which the employee has retired.
- C. The term “SPOUSE” shall mean a person in a legally contracted marriage as recognized by the State of Maryland, provided that it shall not include an estranged spouse who maintains a separate domicile.
- D. The term “DEPENDENT CHILD” shall mean a son/daughter, stepson/stepdaughter, legally adopted son/daughter; who is “financially dependent”, as that term is defined by the Internal Revenue Service.

### **Section 3. Administration**

The University shall administer this program, in accordance with the following:

- A. Tuition Remission for Regular and Retired status employees.
  - 1. Tuition remission is extended to regular employees as set forth herein.
    - a. Effective July 1, 1990, all regular employees of the University may receive tuition remission at any institution in the USM, in accordance with provisions set below.
    - b. Inter-institutional transfer of funds within the USM in implementation of this policy shall not be made.
  - 2. Tuition remission shall be subject to the individual's admissibility to the institution and to the program in which the courses are to be taken and to the other academic regulations of the University governing student enrollment (for example, course prerequisites and registration deadlines).

3. Fulltime regular employees and retirees shall be permitted to register for courses not to exceed eight (8) credits per semester with remission of tuition. Regular part-time employees who are employed at fifty percent (50%) or more time at the University or retirees from such positions shall be permitted tuition remission for credits proportional to their percentage of service.
4. Tuition remission does not include mandatory fees, which remain the responsibility of the regular employee or the retiree.
5. Courses taken under this policy shall not interfere with the assigned job responsibilities of any employee and shall require the approval of the University President or designee.
6. The regular employee may register for the desired course(s) at any institution in the USM. Regular employees employed by any USM institution who otherwise meet admissibility and registration criteria, shall be granted tuition remission at any USM institution on the same basis as employees who are employed by the host institution.
7. Programs of study to be exempted from this policy shall include the M.D. and D.D.S. programs at the University of Maryland, Baltimore and such other programs as may be recommended by the University President of the institution offering the program and approved by the Chancellor. Availability of tuition remission for self support programs and courses shall be recommended by the University President of the institution offering the program and approved by the Chancellor. The host institution shall apply the exempted status equally to all applicants who wish to participate in the tuition remission program, whether from the host institution or other institutions.
8. Bowie State University agrees to reciprocate the same level of tuition remission benefits to Morgan State University (MSU), Saint Mary's College of Maryland (SMC) and Baltimore City Community College (BCCC) employees so long as MSU, SMC and BCCC reciprocate the same to regular employees covered under this MOU.

**B. Tuition Remission for Spouses and Dependent Children of Bowie State University Employees. (Regular or Retired Status)**

1. Tuition remission is extended to the spouses and dependent children of all University regular employees and retirees, on an equitable basis, subject to the restrictions in this policy (see Section 3. below).
2. Bowie State University agrees to reciprocate the same level of tuition remission benefits to MSU and SMC employees' dependent children so long as MSU and SMC reciprocate the same to the dependent children of regular employees covered under this MOU.
3. For spouses and dependent children of all regular part-time employees and retirees who are employed in, or retired from a position at fifty percent or more time, the



percentage of tuition remitted shall be proportional to the percentage of employment service.

4. Tuition remission does not include mandatory fees or surcharges, which remain the responsibility of the individual student.
5. The exercise of the benefit of tuition remission shall be subject to the individual's admissibility to the institution and to the program in which the courses are offered and to the other academic regulations of the institution governing student enrollment.
6. Programs of study to be exempted from this benefit shall include the M.D. and D.D.S. programs at the University of Maryland, Baltimore and such other programs as are recommended by the University President of the institution offering the program and approved by the Chancellor. The availability of tuition remission for self-support programs and courses at each institution shall be recommended by the University President and approved by the Chancellor. The University President of the institution offering the program shall apply the exempted status equally to all spouses and dependent children who desire tuition remission, whether from the host institution or other institutions.
7. Subject to the provisions in paragraphs B.1. and B.4. through B.6. above, spouses and dependent children, of fulltime employees or retirees of the University who die in service or after retirement, shall be permitted to register for courses with tuition remission for a period of time determined by the duration of fulltime employment of the employee, or retiree as follows:

If the length of time of employment of the deceased employee or retiree was less than three years, the spouse or dependent child is eligible for tuition remission for one (1) academic year; if at least three (3) but less than five (5) years, two (2) academic years; if at least five (5) but less than seven (7) years, three (3) academic years; if at least seven (7) but less than nine (9) years, four academic years; and if more than nine (9) years, five (5) academic years. However, eligibility for tuition remission for spouses shall expire at the end of seven (7) years following the death of the full-time employee, and eligibility for tuition remission for dependent children shall expire on the twenty-second (22nd) birthday.

8. For spouses and dependent children of regular part-time employees or retirees who were employed at fifty percent (50%) time or more and who die in service or after retirement, the percentage of tuition remission shall be proportional to the percentage of employment service averaged for the three (3) years immediately preceding his or her death. The length of time for which tuition remission will be available for such surviving spouses and dependent children shall follow the formula described in paragraph 7.

## **Section 4. Restrictions**

### **A. Restrictions Based Upon Date of Employment**

1. Spouses and Dependent Children of Regular or Retired Employees Whose Period of Employment Began Before January 1, 1990.

Effective July 1, 1990, all spouses and dependent children of regular or retired employees whose appointment was made or whose contractual arrangements were completed before January 1, 1990, may register for courses at any of the institutions of the USM, with 100% tuition remitted at both the undergraduate and graduate level, subject to the restrictions in this policy.

2. Spouses and Dependent Children of Regular Employees Whose Period of Employment Began on or After January 1, 1990 and Before July 1, 1992.

- a. Effective July 1, 1990, all spouses and dependent children of regular employees whose initial appointment was made on or after January 1, 1990, and before July 1, 1992, may receive tuition remission of one hundred percent (100 %) on courses toward a first undergraduate degree at the institution where the spouse or parent is employed. If a spouse or dependent child of a regular employee at a degree granting institution wishes to enroll in courses toward a first undergraduate degree in an academic program which is not available at home institution, the spouse or dependent child may, with the approval of the University President or designee of the home institution, register for courses at other institutions of the USM with fifty percent (50%) tuition remission; the remaining 50% is the responsibility of the individual student. Spouses and dependent children of regular employees at non--degree granting units may register for courses toward a first undergraduate degree at any institution of the USM with full tuition remission (100%). Full tuition remission at any institution is also extended to spouses and dependent children of Regular Faculty and Staff employees of the University of Baltimore for the freshman and sophomore years only; and to spouses and dependent children of Regular Faculty and Staff of the University of Maryland, Baltimore for undergraduate programs not offered at that institution. A transfer of funds equal to fifty percent (50%) of the tuition will accompany all inter-institutional enrollments. All enrollments of spouses and dependents are subject to the restrictions in this policy.

- b. Tuition remission shall not apply to courses registered for at the graduate or post-baccalaureate level.

3. Spouses and Dependent Children of Regular Faculty and Staff Whose Period of Employment Began on or After July 1, 1992:

Tuition remission benefits for the spouses and dependent children of regular employees whose period of employment began on or after July 1, 1992 shall, in addition to the restrictions outlined in Section 4.A.2.a. and 4.A.2.b. above, be

available only after the regular employee has been in the USM service for two (2) years prior to the anticipated last date available for late registration for the semester under consideration.

**B. Other Restrictions.**

1. Receiving institutions shall establish caps on this policy as follows:
  - a. Institutions formerly governed by the Board of Trustees of State Universities and Colleges which remitted tuition at 100% in the Fall semester of 1989 shall establish caps on the remission of tuition under this policy of at least 120% of the credit hours for which tuition was remitted at the institution for spouses and dependent children in the Fall semester of 1989; and
  - b. Institutions formerly governed by the University of Maryland Board of Regents which remitted tuition at 1/3 of the full tuition in the Fall semester of 1989 shall establish caps on the remission of tuition under this policy of at least 120% of the total credit hours taken for which tuition was remitted at a 1/3 rate in the Fall semester of 1989.
2. In applying each host institution's cap, admission, registration, and tuition remission decisions shall be made without regard to the place of employment of the student's parent or spouse.

**Section 5. Implementation**

Each University President shall identify his/her designee(s) as appropriate for this policy; shall develop procedures as necessary to implement this policy; shall communicate this policy and applicable procedures to his/her institutional community; shall forward a copy of such designations and procedures to the Chancellor; and shall submit to the Chancellor an annual report on the use of the tuition remission program at the institution during the preceding academic year.

**Section 6. Tentative Agreement and Adoption of this Article into the MOU**

The University and Union agree that reciprocity shall not be adversely affected by virtue of the adoption of the language of this tentative agreement and the subsequent placement of this language into the MOU.

**ARTICLE 22 -- HEALTH AND SAFETY**

**Section 1. General Duty**

The University shall provide a safe, secure, and healthful working environment for all employees. The University shall comply with the federal Occupational Safety and Health Act (OSHA) and all other applicable federal, state and local law and regulations.

## **Section 2. Unsafe Conditions**

After confronting a dangerous or potentially unsafe working condition, the employee must notify their supervisor first to allow the situation to be corrected. If not possible then the employee makes a reasonable decision as to whether to perform such tasks. In such circumstances, employees shall not be construed as neglecting their work duties and no retaliation and or disciplinary action shall apply. If it is substantiated by the appropriate authority (e.g. a federal, state or local governmental authority) that the employee was faced with no unsafe conditions and he/she was intentionally avoiding the performance of his/her job duties, appropriate actions will be taken.

## **Section 3. Labor Management Committee on Health and Safety**

As a way to promote and maintain safe and healthy working conditions in the workplace, the Employer and the Union agree that the Labor Management Committee will address these issues as need. Safety related issues shall have agenda priority at each meeting of the Labor Management Committee.

## **Section 4. Investigative Reports**

The University shall provide to the Union copies of any occupational safety investigative reports produced by Bowie State University, or any state, county or federal agency as required by law.

## **Section 5. Personal Protective Clothing and Equipment**

The University will provide all personal protective clothing and/or equipment that are required by applicable law, regulations and policies.

## **Section 6. Communicable Diseases**

Employees will be provided with information on all communicable diseases to which they may have routine workplace exposure. Training by a certified entity shall be provided to educate employees in the area of recognition and prevention of such diseases and blood borne pathogens. The training shall be conducted by a certified institution and shall be based on the standards established by OSHA.

## **Section 7. Hepatitis B**

Employees who have any contact with blood and other body fluids shall be offered Hepatitis B vaccination at the Employer's expense.

## **Section 8. Cardiopulmonary Resuscitation (CPR) Training**

Employees assigned to job classifications where the training in CPR may be a valuable skill, shall be offered the opportunity to attend, at the Employer's expense, CPR training provided by a certified trainer.

## **Section 9. Asbestos**

All employees who work with or around asbestos shall have the proper required training and personal protective equipment where necessary. When an asbestos hazard is discovered, employees shall be immediately notified of the existence and location of the hazard and the Employer shall take precautionary measures to protect the employees from exposure.

## **Section 10. Indoor Air Quality**

The University will provide a healthful air quality and attempt to ensure comfortable air temperature in all buildings, offices and spaces where employees work.

## **Section 11. Work Environment Hazard**

Any employee assigned to work in an environment that may be harmful to him/her as it relates to reproduction may request reassignment to alternative work location, at equal pay, within his/her department or within the University as appropriate. For the purpose of this Section, harmful environment includes but is not limited to exposure to toxic substances, communicable diseases, or difficult physical demands.

## **Section 12. Physical Exams**

The Employer agrees to pay for any physical examinations and other necessary tests, as determined by a medical provider, when the health of an employee is being or has been adversely affected by exposure to potentially harmful physical agents, toxic materials, infectious agents or by attacks and assaults. The Employer shall also provide an annual hearing test at no costs to the employee for employees exposed to working conditions, under noise exposure limits set by applicable laws and regulations.

## **Section 13. No Retaliation**

No retaliation or disciplinary action shall be taken against an employee for exercising rights under the terms of this Article or under the laws and regulations established by any governmental agency regarding Health and Safety in the workplace and Occupational Hazards.

## **Section 14. Inspection by Governmental Agencies**

A member of the Labor Management Subcommittee on Health and Safety shall be able to accompany officials of any government agency conducting an investigation on the premises of the University, provided that the presence of the subcommittee member does not interfere with the investigation. A copy of the investigation report shall be furnished to the Union staff representative as prompt as its release from the agency.

## **Section 15. Medical Monitoring**

Medical Monitoring shall be provided for Level II Asbestos Workers according to the schedule set by the Maryland Asbestos Program.

## **Section 16. Health and Safety**

Staff may receive at their reasonable request access to Bowie State University's Wellness Center for medical treatment limited to first aid and blood pressure checks. First aid for purposes of this Article will include insect bites, allergic reactions, cuts and scrapes, CPR, foreign objects in eyes or ears, nosebleeds, burns and sprains.

## **ARTICLE 23 -- CONTRACTING OUT**

### **Section 1. General**

The University shall adhere to all relevant University, Board of Regents and State policies and procedures pertaining to contracting. Additionally, the University shall adhere to Md. Code. Ann State Personnel & Pension §13 and this law is hereby incorporated in this Agreement as if fully set forth herein.

### **Section 2. Purpose**

The University agrees to use employees covered under this MOU to perform all university functions in university-operated facilities in preference to contracting with the private sector to perform those functions.

### **Section 3. Procedure**

- A. The University will determine if the potential economic advantage of entering into a service contract is not outweighed by the preference stated in Section 2 of this Article.
- B. Any potential service contract includes adequate control mechanisms to ensure that the services will be performed in accordance with the service contract.

## **ARTICLE 24 -- PARKING**

The University shall provide to employees covered under this MOU on campus parking under the current guidelines in exchange for the appropriate fee charged to all regular employees of the University. While the University does not anticipate an increase in fees for the duration of this MOU, it does reserve the right to make appropriate increases as the need arises. The University agrees to notify and bargain with the Union all proposed parking fee increases, and shall provide the relevant information in accordance with provisions outlined elsewhere in this MOU. The minimum notice to the Union of the intended increase in parking fees shall be at least thirty (30) calendar days prior to the proposed implementation of the change. The Union may request bargaining within this notice period. Where the Union does not request bargaining, the University is free to implement the changes. Where the Union does request bargaining, but does not request information, the Union shall submit proposals in response to the Employer's intended changes within ten (10) calendar days of its request to bargain, and the parties will meet promptly to discuss the changes and any proposals submitted by the Union. This ten (10) day time limit may be extended by written agreement of the parties. It is understood and agreed by the parties that, in the event the Union requests information relevant to the proposed change(s), the timeframe

associated with the submission of proposals shall commence upon the University providing to the Union the information to which the Union is entitled. The Union agrees that it will tailor its information requests so as not to unduly delay this process.

## **ARTICLE 25 -- LABOR MANAGEMENT COMMITTEE**

### **Section 1. Purpose of the Committee**

The University and the Union agree to create a Labor-Management Committee for the purpose of identifying issues of concern to either party and to jointly procure solutions to such concerns. The Committee shall also serve as a forum of discussion for any issues associated with the implementation of any aspect of this Agreement. However, the Committee shall not serve as a substitute for formal negotiations when such is necessary.

### **Section 2. Composition of the Committee**

The University and AFSCME shall appoint five (5) members each, which includes the respective chairpersons, to the Labor-Management committee. The committee shall meet bi-monthly as needed at the request of either the University or the Union. Meetings shall be chaired alternately by each party.

## **ARTICLE 26 -- PERSONNEL FILE**

### **Section 1. Official Personnel File**

Only one (1) official personnel file shall be kept for each employee at the Office of Human Resources. Records of previous discipline not found in the official personnel file cannot be used against an employee in any future disciplinary proceeding. Grievances shall not be kept in the employee's official personnel file. Employees shall be informed as to where their personnel file is maintained.

### **Section 2. Access**

An employee and, with the employee's written authorization, a representative(s) shall have the right to review his/her personnel files upon request, during normal business hours, with no loss of pay. Employees have the right to copy any documents in his/her file. The employee may be required to assume reasonable costs of copying.

### **Section 3. Notification**

From the effective date of this memorandum, any derogatory material to be placed in an employee's personnel file will be initialed and dated by the employee and a copy provided to him/her. If the employee refuses to sign, material shall be placed in the file with a note of the employee's refusal. The employee's initials indicate simply that he/she has seen the material and is not to be construed as agreement with its content. In addition, any derogatory material which is placed in an employee's personnel file without following this procedure will be removed from the file and returned to the employee.

#### **Section 4. Anonymous Materials**

Other than routine personnel forms, no anonymous materials shall be placed in an employee's official personnel file.

#### **Section 5. Rebuttal**

Employees shall have the right to respond in writing and/or through grievance procedure to any materials placed in their official personnel file. Any written response by the employee shall be appended to the appropriate document.

#### **Section 6. Work Files**

Supervisors may keep working files, but records of previous discipline one (1) year old or not found in the official personnel file cannot be used against an employee in any future disciplinary proceeding.

### **ARTICLE 27 -- STAFF PROFESSIONAL DEVELOPMENT**

#### **Section 1. Continuing Education Units (CEUs)**

In the event an employee's duties require an employee to complete periodic Continuing Education Units (CEUs), the employee's attendance at CEU's shall be considered as work time and upon receiving proof of payment the University shall reimburse the employee for any fee(s) in conjunction with the employee's successful completion of such CEUs.

#### **Section 2. Licensing, Certifications and Professional Fees**

The cost of a license(s), license renewal(s), certificate(s), professional fee(s) necessary for an employee to perform their respective job duties, shall be borne by the University.

#### **Section 3. Skills Training**

- A. Bargaining unit employees may receive yearly training through the University's E-Learning (Skillsoft) training program. If the coursework is job related, employees may be approved to take the training during working hours. E-Learning shall be paid for by the University.
- B. Employees' evaluations and appraisals will include results from participation in Skillsoft courses or other appropriate training if such was required to address documented performance deficiencies or otherwise to enhance job knowledge.

### **ARTICLE 28 - EMPLOYEE COMMUNICATIONS**

Bargaining unit employees shall be allowed to attend open meetings and receive general university information, in a timely manner, derived from meetings such as staff council, President's town hall meetings, etc.



## **ARTICLE 29 - LAYOFF AND RECALL**

### **Section 1. Layoff Notice**

When the University decides to layoff an employee or employees, a notice shall be given to the affected employee(s) and the Union at least ninety (90) calendar days in advance of the effective date of such layoff. Notices of layoff shall be in writing and shall be acknowledged in writing by the employee. The written notice shall include the reason for the layoff (i.e., position abolished, discontinued or vacated because of a lack of supporting funds, program change, change in departmental organization or stoppage or lack of work). The Employer may place an employee who receives a notice of layoff on administrative leave for any portion of the ninety (90) calendar day notice period. Administrative leave will not be unreasonably denied.

### **Section 2. Order of Layoff**

The University shall determine in which classifications layoffs will occur. Layoffs will occur by division. Within each classification affected, layoffs shall occur in the following order:

All regular status employees serving an original probationary period in the classification and division in which the layoff is to occur; then

All regular status employees who have completed an original probationary period, in the classification and division in which the layoff is to occur, in order of seniority, with the employee having the lowest number of seniority points being laid off first.

### **Section 3. Seniority Points**

The formula for establishing seniority points shall be as follows:

- A. One point shall be given for each complete month of credited service for the following:
  - 1. University System (and/or predecessor organizations) and State service including service as medical system University personnel as defined in the Education Article, Section 13-1B-01(r);
  - 2. Service with the division where the layoff is to occur; and
  - 3. Service in the job classification and its job series where the layoff is to occur.
- B. For creditable service of less than a complete month, the employee shall be credited with .032 points for each day of creditable service. For part-time employees, creditable service shall be determined by the funded percentage of the position.
- C. The combined total of all points shall determine the order of layoff. If two or more employees in the same classification have the same number of seniority points, the Divisional Vice President, with approval of the Chief Executive Officer, will determine the employee(s) to be retained based upon a reasonable written evaluation of the specific

objective skills, knowledge, and abilities of each employee, prepared by the Division Head or Chairperson.

#### **Section 4. Displacement Rights**

Employees covered by this MOU who are notified that they are being laid off may elect to exercise displacement rights as provided herein. An employee's election to exercise displacement rights must be made by giving written notice to the Office of Human Resources within fifteen (15) calendar days of the notice to the employee of the layoff.

- A. An employee in a position which is to be abolished, discontinued, or vacated shall be allowed to displace another employee with less seniority in the same job classification, or, if not available either:
  - 1. Progressively to each lower classification in the same job series; or
  - 2. In any other classification in which the employee held satisfactory regular status.
- B. The displacement as applied in "A" above shall be limited to the division in which the employee is employed at the time that the notice of layoff is given.
  - 1. An employee who elects not to displace another employee or who is ineligible to displace another employee in accordance with this Section shall be laid off.
  - 2. An employee who is displaced under this Article is subject to the terms and conditions of this Article.

#### **Section 5. Recall List**

- A. An employee who is laid off shall be recalled for reappointment following a layoff if, within fifteen (15) months from the effective date of layoff, the specific position from which the layoff occurred is reestablished provided the employee continues to meet the minimum qualifications for the job. For purposes of the job classifications unique to the Physical Plant Department, (e.g., housekeeper, groundskeeper, or maintenance aide), the term "specific position" includes any job in the respective classification in which the layoff occurred. For all other job classifications in the Physical Plant or any other department, "specific position" means the actual position from which the employee was laid off.
- B. For a period of three (3) calendar years from the effective date of the layoff the employee will be notified of job vacancies at the University and, if interested, shall be granted interviews for appointment to vacancies in the classification in which the employee was laid off, any lower classification in that job series, any classification for which the employee has completed an original probationary period, or any other position vacancy for which the employee meets the minimum qualifications.

1. Notice of recall from a layoff shall be sent to the employee by certified mail, return receipt requested.
2. The recalled employee shall have up to ten (10) workdays following receipt of the recall notice to notify the University of their intention to return to work.
3. The recalled employee shall have up to twenty-one (21) workdays following receipt of the recall notice to actually return to work.

## **Section 6. Severance Package**

Laid off employees who are eligible may receive the following severance package:

### **A. Tuition Remission:**

1. Employees who are laid off, and have completed less than ten (10) years service with the University and who are receiving tuition remission at the time of layoff may complete the semester in which the lay-off occurs at whatever qualifying institution they are attending at that time, and they may receive tuition remission for one additional full-time semester or two additional part-time semesters, not to exceed a total of eighteen (18) credit hours, at FSU campuses only.
2. Employees who are laid off, who have completed ten (10) years service with the University and who are receiving tuition remission at the time of layoff, may complete the semester in which the lay-off occurs at whatever qualifying institution they are attending at that time, and they may receive tuition remission for two additional full-time semesters or four additional part-time semesters, not to exceed a total of thirty-six (36) credit hours, at FSU campuses only.
3. For purposes of this Section, full-time shall be considered twelve (12) credit hours or more. Part-time shall be considered to be less than twelve (12) credit hours.
4. The tuition remission benefit described in this Section is for the employee only, with the exception that any employee dependent enrolled in coursework in the semester in which the employee is laid-off and receiving tuition remission may continue to receive tuition remission for the balance of that semester.

### **C. Employment Assistance**

1. The Office of Human Resources will be available to support employees laid off with the following:
  - a. Developing a resume
  - b. Composing a cover letter
  - c. Interviewing skills Conducting a job search

- d. Employment agency contacts
  - e. Recommended readings
2. Laid off employees may use the University's computer labs, facsimile machines and copiers for purposes of developing a resume and conducting job searches. Employees availing themselves of these services agree to comply with all University rules and regulations.

## **ARTICLE 30 -- DURATION, RENEWAL AND REOPENER**

### **Section 1. Duration**

This Memorandum of Understanding (MOU) shall become effective when all conditions precedent to its effectiveness have been met and shall remain in full force and effect until 11:59 p.m. on **June 30, 2017**, subject to ratification by the Union membership, the President of the University and the Board of Regents of the University System of Maryland. When effective, the relevant provisions of USM Coalition Memorandum of Understanding between AFSCME and each University/College that is a member, including BSU, shall be incorporated in this MOU. Except as provided in Article 9 – Wages, no provision of this MOU has retroactive application unless provided by law. The Parties shall ensure that their respective ratification processes are completed as promptly as possible after the conclusion of negotiations.

### **Section 2. Renewal**

Should either party desire to negotiate a successor MOU, they may only do so by providing written notification of its intent to do so to the other Party by **December 1, 2016**. After notification is provided, the Parties shall then commence negotiations for a successor MOU during the last year of the MOU at dates and times agreed to by the parties. The Parties agree that (i) each side will exchange their complete package of proposals for changes to the MOU no later than **January 15, 2017**, and (ii) negotiations will commence on or before **February 1, 2017**, unless those dates are extended by mutual agreement of the Parties.

### **Section 3. MOU Reopeners**

The Parties will reopen this MOU during the month of August in each year (2015 and 2016) for the sole and limited purpose of negotiating over the subjects of what cost of living adjustment, if any, what merit pay adjustment for “meets standards”, if any, and what funding conditions and requirement, if any, for both items shall be included in the USM budget request submitted to the Governor for the next fiscal year. Except, as otherwise provided in this MOU, all other terms and conditions of this MOU shall remain in full force and effect during any such reopener and throughout the duration of this MOU.



## SIGNATURE PAGE

BOWIE STATE UNIVERSITY

AMERICAN FEDERATION OF  
STATE, COUNTY & MUNICIPAL  
EMPLOYEES

M. L. Burnim 11/24/14  
Mickey L. Burnim Date  
President, Bowie State University

M. Elizabeth Stachura 11/24/14  
M. Elizabeth Stachura Date  
Chief Negotiator, Bowie State University

Tammi Spence 11/24/14  
Tammi Spence Date  
Chief Negotiator, AFSCME Maryland

BSU MANAGEMENT BARGAINING TEAM

AFSCME LOCAL 1297 ELECTED  
NONEXEMPT BARGAINING TEAM

Sheila Hobson 11/24/14  
Sheila Hobson Date

Mary Shirlene Brooks 11/24/14  
Mary Shirlene Brooks Date

Edna Palmer 11/25/14  
Edna Palmer Date

Jacqueline Collins-Smith 11/24/14  
Jacqueline Collins-Smith Date

Darryl Williford 11/24/14  
Darryl Williford Date

Linda Wright 11/24/14  
Linda Wright Date

Aaron Wilson 11/24/14  
Aaron Wilson Date

Joecephus Weeks 11/24/14  
Joecephus Weeks Date

Donna Rice 11/24/14  
Donna Rice Date

# APPENDIX A



## PERFORMANCE MANAGEMENT PROCESS PMP FORM

BOWIE STATE UNIVERSITY

EMPLOYEE NAME	ID #	PERIOD COVERED	DATE OF REVIEW
JOB TITLE	DIV./DEPT.	SECTION/UNIT	SUPERVISOR

### INSTRUCTIONS FOR COMPLETING PMP FORM:

#### Beginning of Review Period

1. Complete identification information above.
2. Identify major performance areas applicable for employee (Section 1). Sign and date form after discussing factors/objectives.
3. Review the performance factors with each employee.
4. (Optional) Write operational objectives and standards (Section 4).
5. Employee and supervisor retain copy of PMP form.

#### During Review Period

1. Update performance factors and operational objectives as necessary, and use form as basis for discussing performance and providing feedback and coaching.

#### End of Review Period

1. Evaluate performance on key performance factors and operational objectives (if applicable), and document performance under "Comments" or "Results." Consider performance during entire period. Offer suggestions for areas needing improvement in the comments section where appropriate.
2. Evaluate overall performance (Section 5) by reviewing the individual factors that were rated and note any overall comments on performance.
3. Discuss evaluation with next level supervisor or department designee.
4. Conduct performance review discussion and complete development plans (Section 6).
5. (Optional) Employee may add his/her comments (Section 7).
6. Sign and date form (Section 8).
7. Forward original signed form to Office of Human Resources Management

### RATING SCALE:

#### OUTSTANDING:

Performance consistently above standards and far exceeds normal expectations; exceptional achievement and contribution to institution.

#### ABOVE STANDARDS:

Performance above standards in many important aspects and exceeds normal expectations

#### MEETS STANDARDS:

Performance meets standards in all important aspects.

#### BELOW STANDARDS:

Performance below standards in some important aspects, but meets standards in other respects; improvement needed.

#### UNSATISFACTORY:

Performance below standards in critical aspects; improvement required.



**SECTION 1: MAJOR PERFORMANCE AREAS**

Check major performance areas applicable for employee:

- ☐ Individual Performance Factors (Section 2)
- ☐ Manager/Supervisor Performance Factors (Section 3 – used only if employee is responsible for supervising others)
- ☐ Operational Objectives (Section 4 – optional)

Signatures below indicate performance factors and objectives have been identified and discussed with employee:

Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION 2: INDIVIDUAL PERFORMANCE FACTORS**

	Impt. Wgt.: High Med Low	RATING SCALE				
		OUT- STAND- ING	ABOVE STAND- ARDS	MEETS STAND- ARDS	BELOW STAND- ARDS	UNSAT- ISFAC- TORY
<b>BASIC WORK FACTORS</b>						
<b>QUALITY OF WORK:</b> Completing work thoroughly, accurately, neatly and according to specifications; producing output with minimal errors		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>QUANTITY OF WORK:</b> Consistently producing a high volume of acceptable work; producing services or output quickly and efficiently		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>TIMELINESS:</b> Completing tasks and assignments by scheduled time; allocating time to various tasks and assignments in accordance with priorities; informing supervisor when schedule problems occur		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>USE OF RESOURCES:</b> Making good use of resources, and not wasting time or material; looking for ways to reduce costs; staying within budgets allocated		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>ATTENDANCE AND PUNCTUALITY:</b> Coming to work regularly without excessive absences; maintaining assigned work schedules		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COMMENTS:</b>						

	OUT- STAND- ING	ABOVE STAND- ARDS	MEETS STAND- ARDS	BELOW STAND- ARDS	UNSAT- ISFAC- TORY
<b>COMMUNICATIONS</b>					
<b>ORAL COMMUNICATIONS:</b> Speaking clearly, concisely, and using words easily understood; exchanging ideas with others; making oral presentations at meetings; listening to understand meaning of oral material	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>WRITTEN COMMUNICATIONS:</b> Writing reports, memos, letters, etc. using appropriate style format, spelling, and grammar; writing in a clear, concise manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COMMENTS:</b>					

	Impt. Wgt.: High Med Low	RATING SCALE				
		OUT- STAND- ING	ABOVE STAND- ARDS	MEETS STAND- ARDS	BELOW STAND- ARDS	UNSAT- ISFAC- TORY
<b>INTERACTING WITH OTHERS</b>						
<b>COOPERATION AND TEAMWORK:</b> Putting the group's success ahead of personal goals; sharing information and resources with others; giving timely response to request made by others; promoting teamwork		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>INTERPERSONAL RELATIONSHIPS:</b> Showing sensitivity to and concern for the interests and needs of others; working to reduce conflict and establishing smooth work relationships; negotiating with others		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>CUSTOMER SERVICE:</b> Understanding the needs of internal and external customers; making special effort to be responsive in meeting their needs and in building customer satisfaction.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>PUBLIC RELATIONS:</b> Representing the University in a positive way to members of the university community and external groups		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COMMENTS:</b>						

		OUT- STAND- ING	ABOVE STAND- ARDS	MEETS STAND- ARDS	BELOW STAND- ARDS	UNSAT- ISFAC- TORY
<b>CONCEPTUAL SKILLS</b>						
<b>PLANNING:</b> Developing strategies and work plans for accomplishing goals; organizing tasks in a logical sequence and identifying resources required		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>PROBLEM SOLVING:</b> Identifying problems and analyzing causes; taking or recommending actions after evaluating alternative solutions; following up to ensure problems are actually corrected.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>CREATIVITY:</b> Discovering and implementing new and improved ways of doing things breaking out of the "status quo" to find better ways to accomplish goals		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COMMENTS:</b>						

		OUT- STAND- ING	ABOVE STAND- ARDS	MEETS STAND- ARDS	BELOW STAND- ARDS	UNSAT- ISFAC- TORY
<b>JOB SKILLS</b>						
<b>JOB KNOWLEDGE:</b> Understanding job procedures, policies and responsibilities; keeping up-to-date technically; acting as a resource person on whom others rely for assistance		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>HANDLING CHALLENGES:</b> Maintaining high performance under conditions of pressure or uncertainty; dealing with varying workload requirements; remaining composed when decisions have to be made quickly.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>INITIATIVE:</b> Anticipating problems and voluntarily taking appropriate actions; assuming responsibility for work without being told; seeking out or willingly accepting tough assignments		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>ADMINISTRATION:</b> Keeping accurate records and documenting actions; processing paperwork; organizing information for follow-up and retrieval later		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COMMENTS:</b>						

		OUT- STAND- ING	ABOVE STAND- ARDS	MEETS STAND- ARDS	BELOW STAND- ARDS	UNSAT- ISFAC- TORY
<b>OTHER FACTORS (OPTIONAL)</b>						
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COMMENTS:</b>						

### SECTION 3: MANAGER/SUPERVISOR PERFORMANCE FACTORS

**Note:** Complete this Section only if employee is responsible for supervising others

	Impt. Wgt.: High Med Low	RATING SCALE				
		OUT- STAND- ING	ABOVE STAND- ARDS	MEETS STAND- ARDS	BELOW STAND- ARDS	UNSAT- ISFAC- TORY
<b>PLANNING AND ORGANIZING</b>						
<b>SETTING OBJECTIVES:</b> Establishing appropriate objectives and priorities for the unit based on strategic goals of the University; communicating objectives and priorities to others; updating objectives as needed.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>BUDGETING:</b> Developing budgets for the unit based on strategic goals to be accomplished; monitoring status during year; recommending changes to budget when appropriate.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COORDINATION/INTEGRATION:</b> Interacting with others to achieve common goals; facilitating the flow of information among individuals and groups; seeking support from other functions when appropriate.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>MONITORING GROUP RESULTS:</b> Tracking performance to ensure the unit is meeting its objectives; initiating timely action when required by internal or external change		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COMMENTS:</b>						

		OUT- STAND- ING	ABOVE STAND- ARDS	MEETS STAND- ARDS	BELOW STAND- ARDS	UNSAT- ISFAC- TORY
<b>MANAGING/SUPERVISING EMPLOYEES</b>						
<b>STAFFING:</b> Planning and staffing the unit with the appropriate number and skills mix of employees; selecting highly qualified persons for the unit; using staff creatively to solve staffing shortages		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>DEFINING EXPECTATIONS:</b> Reaching agreement with employees on their objectives, priorities and measures; ensuring objectives and work plans are updated when required		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>FEEDBACK AND COACHING:</b> Providing employees with frequent performance feedback and coaching; providing recognition for areas of high or improved performance; working with people to correct performance problems		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>PERFORMANCE REVIEWS:</b> Evaluating performance and conducting performance review discussions; conducting interim review discussions when appropriate		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>HUMAN RESOURCES DEVELOPMENT:</b> Supporting employees in increasing their capabilities to contribute more on their present jobs and to prepare them for future jobs; identifying training needs and suggesting training programs		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>LEADERSHIP AND MOTIVATION:</b> Creating a productive, creative environment where people strive for quality of service; fostering a commitment for achieving University goals; setting an example for others to follow.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COMMUNICATION LINK:</b> Acting as a communications link between employees and higher management; keeping people in unit informed about things important to them		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COMMENTS:</b>						

		OUT- STAND- ING	ABOVE STAND- ARDS	MEETS STAND- ARDS	BELOW STAND- ARDS	UNSAT- ISFAC- TORY
<b>OTHER FACTORS (OPTIONAL)</b>						
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COMMENTS:</b>						

## SECTION 4: OPERATIONAL OBJECTIVES (OPTIONAL)

## SECTION 4: OPERATIONAL OBJECTIVES (OPTIONAL)

[illegible]

**SECTION 5: SUMMARY OF OVERALL PERFORMANCE****OVERALL PERFORMANCE RATING**

Review the individual rated factors and determine an overall rating.

Overall Comments:

OUT-  
STANDING

☐

ABOVE  
STAND-  
ARDS

☐

MEETS  
STAND-  
ARDS

☐

BELOW  
STAND-  
ARDS

☐

UNSAT-  
ISFAC-  
TORY

☐**SECTION 6: EMPLOYEE PERFORMANCE DEVELOPMENT PLANS**

SPECIFIC PLANS FOR DEVELOPMENT	TIMING

**SECTION 7: EMPLOYEE COMMENTS**

Employee Comments (optional)

**SECTION 8: SIGNATURES**

Supervisor: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Title) \_\_\_\_\_ Date

Next Level Supervisor or Dept. Designee: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Title) \_\_\_\_\_ Date

Employee: \_\_\_\_\_ (Signature)\* \_\_\_\_\_ (Title) \_\_\_\_\_ Date

\*Signature acknowledges that the performance review has been discussed with me.