

SUMMARY OF MEMORANDUM OF UNDERSTANDING (MOU) UMBC AND AFSCME

ARTICLE 1 – RECOGNITION

- **(Article 1, Section 1. Recognition)** UMBC recognizes AFSCME and its Council 92 as the exclusive bargaining representative for all employees in the non-exempt bargaining unit on all matters related to wages, hours, and working conditions. This recognition is granted in accordance with the provisions of Section 3-202 *et seq.* of the State Personnel and Pensions Article of the *Annotated Code of Maryland*.
- **(Article 1, Section 2. Bargaining Unit Composition)** For purposes of this MOU, the bargaining unit exclusively represented by the Union includes all full-time and regular part-time non-exempt administrative, clerical, and support employees, including probationary employees employed by UMBC whose classifications are incorporated into the formal Certification issued by the Maryland State Higher Education Labor Relations Board on February 22, 2002.
- **(Article 1, Section 3. Creation of New Positions or Classifications)** In the event that the University hires or assigns employees to positions or classifications not previously covered by the Certification issued by the State Higher Education Labor Relations Board, the parties hereto agree to meet and discuss the appropriateness of including such classifications into the bargaining unit represented by the Union herein. Any disagreements concerning the inclusion or exclusion of such new classifications in the bargaining unit represented by the Union shall be promptly submitted to the State Higher Education Labor Relations Board for unit clarification and disposition.

ARTICLE 2 – SCOPE OF AGREEMENT

- **(Article 2)** The Memorandum of Understanding (hereinafter referred to as MOU) is a legal document that cannot be altered without mutual written agreement. The MOU covers and supersedes all policies and practices governing the issues addressed in the MOU.

ARTICLE 3 – MANAGEMENT RIGHTS

- **(Article 3)** Management retains its rights to oversee the University. The MOU requires management to carry out its given rights in a manner that is in compliance with the terms and conditions that were negotiated in the MOU.

ARTICLE 4 – EMPLOYEE RIGHTS

- **(Article 4, Section 1)** Employees continue to have access to Union Representatives to discuss issues. Employees need supervisory approval when meeting with their Union Representative during work hours.

ARTICLE 5 – UNION RIGHTS

- **(Article 5, Section 3)** The University agrees to provide space for seven (7) lockable Bulletin Boards throughout the campus. The Union is responsible for the purchase and maintenance of the Bulletin Boards.

- **(Article 5, Section 5)** The Union will be permitted to use the internal mail system for up to four (4) mailings a year to its members (details to be worked out with regard to procedures).
- **(Article 5, Section 6)** The Union will be given up to twenty (20) minutes during new employee orientation for represented nonexempt employees for disseminating Union information.
- **(Article 5, Section 7)** The union may designate one job steward for every 20 employees in the bargaining unit; (approx 376 employees in the bargaining unit) 18 members can be designated as job stewards. A *Job Steward or Shop Steward is a union representative of a group of fellow employees who carries out duties of the union within the workplace. For example: Handling grievances, recruiting new members and monitoring compliance with the contract.*
- **(Article 5, Section 8)** The University agrees to provide to the Union an on-campus office to conduct union business (Location to be determined).
- **(Article 5, Section 9)** The University recognizes the Union's right to use UMBC space for meetings as a **sponsor user** as defined in UMBC Policy on Facilities Use, and will waive any fees for space usage for meeting rooms up to two times a month.
- **(Article 5, Section 10)** The University will provide an internet link to the Union from UMBC's collective bargaining website. The link will have a disclaimer indicating that UMBC does not sponsor or endorse its content.

ARTICLE 6 – WORK SCHEDULES AND BREAKS

- **(Article 6, Section 2)** Each working day, employees are to receive two paid duty free rest periods of 15 minutes (morning and afternoon) each for all full time assignments. If employees work at least four but less than six hours a day they receive one 15 minute break. *Less than 4 hours does not require a break...more than 6 hours requires 2 breaks.*

ARTICLE 7 – OVERTIME

- **(Article 7, Section 3)** In non-emergency situations overtime shall be assigned, based on seniority, on a rotating basis from an existing list of volunteers in the department. For emergency situations overtime is assigned on a rotating basis from an established on-call list and employees may not refuse to work overtime.
- **(Article 7, Section 3)** Supervisors responsible for assignment of overtime must maintain a list. The list is to be updated every six months and posted in the respective department. The overtime list is to be available to the Union upon request.
- **(Article 7, Section 5)** An Employee must submit a request for compensatory time off at least 48 hours before using comp-time. Supervisors must approve or reject an employees request no later than the end of the next business day after the employee's immediate supervisor receives the request.
- **(Article 7, Section 6a)** The Employer shall provide notice to employees of scheduled overtime work at least forty-eight (48) hours in advance of such overtime. Refusal of scheduled overtime work by employees on the basis that management did not provide

advance notice within the time limits shall not be charged against said employees and their place on the overtime list shall remain as if no rejection of overtime existed.

ARTICLE 8 – PROBATION

- **(Article 8 – Section 1 b. Employees Seeking a Change in Position)**
Employees who have completed a probationary period in any position shall not be required to serve a new probationary period when transferring to the same job classification/specification in the same department; if an employee transfers to the same job classification in a different department, the employee shall only be required to serve a probationary period of up to three (3) months.
- **(Article 8, Section 2)** Employees who have completed original probation at UMBC and take another position through promotion or transfer may only be placed on extended probation for an additional three months rather than six months.
- **(Article 8, Section 3. Rejection During Probationary Period)**

Original Probation

The employee's supervisor may separate an employee on original probation without cause. Two weeks written notice prior to the expiration date of the probationary period shall be provided to an employee who is rejected on original probation. The written notice shall advise the employee of the right to appeal or grieve the rejection.

Status Change Probation

An employee serving a status change probationary period may only be separated for just cause.

ARTICLE 9 – INTEGRITY OF THE BARGAINING UNIT

- In the event the University proposes to use non-bargaining unit individuals to permanently displace bargaining unit employees, it will provide the Union with notice at the earliest opportunity, but normally at least sixty (60) days in advance and will be available to meet upon written request from the Union within ten (10) days after the request is made.

ARTICLE 10 – UNION LEAVE

- Union Leave granted is one day for every 30 unit employees provided that at least seven days are granted. In order to use union leave the HR department will contact the department to determine if the employee's services can be spared. HR approval is required prior to use of union leave. *For example, there are currently 376 employees in the bargaining unit which means they would be entitled to 12.5 days union leave each 12 month period to attend such union business such as Union conferences or union shop steward training for the bargaining unit.*

ARTICLE 11 – LEAVES

- Employees start receiving 15 days of annual leave at the beginning of their fifth year instead of at the beginning of their sixth year of employment. The rest of the USM Policy on annual leave remains in effect for bargaining unit employees.

ARTICLE 12 – SICK LEAVE

- **(Article 12, Section 2E)** A pre-scheduled medical appointment, examination or treatment for an employee's illness requires three (3) working days advance notice if possible but not less than one (1) day.
- **(Article 12, Section 2E3a)** Definition of *immediate family* for purposes of sick leave usage and death of relative changed to include foster child.
- **(Article 12, Section 2E4a)** In the case of death of a relative, the number of days an employee may take off changed from three sick leave days to five days of accrued leave, if no travel required. If travel required, the employee may use seven days of accrued leave instead of five sick days.
- **(Article 12, Section 4)** Supervisor may require an employee to submit medical verification of the use of accrued sick leave, advanced or extended sick leave in order to assure medical attention for an employee or to prevent the abuse of sick leave usage:

Verification for absences for five (5) or more consecutive days

Verification for absences of less than five (5) consecutive days as follows:

- Employee has consistent pattern within a 12 month period of zero or near zero sick leave balance without documentation
 - Absence patterns, Monday/Friday or before or after a holiday
 - Five or more occurrences of undocumented sick leave usage within a 12 month period
 - Three or more occurrences of undocumented sick leave usage of two or more consecutive days in a twelve month period
- **(Article 12, Section 4D)** Procedures for imposing a requirement for documentation of sick use to submit medical verification of absences require that:
 - Verbally counsel (recommend follow-up with a counseling memo) the employee that future undocumented absences may trigger a requirement for certification of sick leave;
 - If an employee has another undocumented absence after being verbally counseled, subject to Human Resources concurrence, the employee may be put on written notice that he/she must certify all sick leave usage for the next six (6) months; and
 - At end of the six (6) months, certification requirement will be rescinded if the employee has complied with the requirement and is in compliance with Article 12. May extend for additional six (6) months if employee still is not in compliance with the requirements.

ARTICLE 13 – PAID HOLIDAYS

- All employees in the bargaining unit observe the holidays designated by the USM and UMBC on the holiday calendar.

ARTICLE 14 – 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 15 – EMPLOYEE ASSISTANCE PROGRAM

- The University shall make available to employees covered under this MOU the State of Maryland Employee Assistance Program (EAP).

ARTICLE 16 – 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.

ARTICLE 17 – PERFORMANCE EVALUATION

- **(Article 17, Section 2)** Employees shall receive a written performance appraisal using the PMP form upon completion of probation and every March/April thereafter.
- **(Article 17, Section 3)** The expectation (initial PMP) meeting shall be documented in writing and signed by both the supervisor and employee.
- **(Article 17, Section 4)** If an employee receives a year end performance evaluation of below expectations, the MOU *requires* the supervisor to meet with the employee to conduct a mid year performance meeting and provide coaching and feedback for the subsequent evaluation period.

ARTICLE 18 – 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 Section 13-201 *et seq.*, of the Annotated Code of Maryland Education Article

ARTICLE 19 – DISCIPLINARY ACTIONS

- **(Article 19, Section 3)** An employee may request union representation at an investigatory interview or disciplinary hearing and may not request representation for a counseling session or a performance review.
- **(Article 19, Section 5)** Prior to taking disciplinary action related to employee misconduct, the University shall:
 - (1) Investigate the alleged misconduct;
 - (2) Meet with the employee;
 - (3) Consider any mitigating circumstances;
 - (4) Determine appropriate disciplinary action;
 - (5) Give employee written memo or notice of the action to impose and advise of rights;
 - (6) Have the memo signed by both the employee and supervisor; and
 - (7) Submit copy of signed memo to HR to place in employee's personnel file.

- **(Article 19, Section 6)** Counseling Memorandum should identify the employee's behavior and state the corrective actions to be taken by the employee to correct the problem. A counseling memo is not a disciplinary action and is not grievable.
- **(Article 19, Section 8)** Excessive absenteeism, excessive tardiness, or abuse of sick leave constitutes just cause for discipline; therefore, the University may take corrective measures in response to these actions.

ARTICLE 20 – WAGES

- **(Article 20, Section 1)** Wages are reopened annually and negotiated at the Coalition level. For FY'06, all nonexempt employees receiving merit amounts that caused the pay to exceed the pay grade for that job received the amount over the pay grade in a one-time salary adjustment that is not added to the base salary. *For example, the employee is already at the top of their grade and the employee is currently making \$42,000. The employee would receive a COLA of 1.5% putting their salary at \$42,630 (1.5%) then on top of this they would get a merit of 2.5% which would be \$1,065. This merit payment would be given as a lump sum payment and would not be added to the employee's base salary.*

ARTICLE 21 – COMPENSATION STIPENDS

- **(Article 21, Section 2)** Acting capacity appointments are to be made for up to six months with one additional extension of up to six months. Except in unforeseen circumstances, the supervisor is to provide the employee a written notice five days prior to the effective date of the acting assignment and an additional written notice indicating the date of the conclusion of the acting assignment.

ARTICLE 22 – PARKING

- From the effective date of this MOU through June 30, 2005, the University agrees that bargaining unit employees shall not be subject to increases in the cost of on-campus parking. For the balance of the term of this MOU, any contemplated increases in the cost of parking will be negotiated with the Union.

ARTICLE 23 – HEALTH AND SAFETY

- **(Article 23, Section 11)** The University agrees to provide an annual hearing test for those employees regularly exposed to noise levels in excess of OSHA toleration if requested by the employee. Also, upon request, animal handlers will be given an annual physical examination by a medical provider designated by the University at no cost to the employee.

ARTICLE 24 – MISCELLANEOUS

- **(Article 24, Section 3)** The University agrees to grant release time for interviews with USM institutions and other State Agencies. Employees are required to submit documentation from the job interviewer on the job interviewer's department letterhead confirming dates and times of interviews upon returning back to work.

ARTICLE 25 – UNIFORMS AND EQUIPMENT

- The employer shall continue providing uniforms for employees in job classifications where such is required.

ARTICLE 26 – STAFF PROFESSIONAL DEVELOPMENT FUND

- The parties recognize the importance of enhancing employee development to changing needs of the University. The purpose of this fund is to encourage and enable employees covered under this MOU to take advantage of professional development opportunities for which sufficient funding cannot be found in their own department budgets.

The total available funds for all regular nonexempt employees will be no less than 50% of the total staff development funds determined by the University on an annual basis for all exempt and non-exempt staff.

ARTICLE 27 – SHARED GOVERNANCE/AD HOC COMMITTEES

- **(Article 27, Sections 1 and 2)** The University recognizes the Union as a substitute for Shared Governance and members of the bargaining unit shall not participate as members of Non-Exempt Excluded Staff Senate or any other current committees created under the University's Plan of Organization. Members shall be afforded the opportunity to participate in ad hoc committees including the following: Professional Development, Parking (up to two members may serve on this committee) and Employee of the Quarter Committees.

ARTICLE 28 – TUITION REMISSION

- The University and the Union agree that during the duration of this MOU, employees in the bargaining unit and their eligible dependents will continue to receive tuition benefits as currently provided and as stated in the Board of Regents Policies on Tuition Remission for Employees and Dependents. Such benefits shall be available to employees and their dependents at UMBC and at any other University System of Maryland institution that honors the reciprocity commitments prescribed in the aforesaid Board of Regents Policies. Should the Board of Regents implement any changes in the tuition benefits policies presently in place, the University and the Union agree to negotiate over such changes before their implementation and impact on the employees in the bargaining unit.

ARTICLE 29 – LABOR MANAGEMENT COMMITTEE

- **(Article 29, Section 1)** This article creates a Labor Management Committee (LMC) for the purpose of identifying issues of concern to either party and procuring solutions to such concerns – not an avenue for discussing grievances.
- **(Article 29, Section 2)** Union and the University may appoint up to three members each to be on the committee. Committee shall meet at least once a quarter. If there is no new agenda, the LMC committee will not meet. *A labor management committee is a tool used by both Labor and Management to improve the workplace. Most Labor Management Committees consist of members and managers who meet once a month or quarter to discover, discuss, and resolve issues that are of concern.*

ARTICLE 30 – LAYOFF AND RECALL

- When the University determines that layoffs or job abolishments are necessary, a written 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. 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 University 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 shall not be unreasonably withheld; however, an employee's leave may be shortened in circumstances where an employee may be required to complete an ongoing project or other work demonstrated by the University to be critical.

ARTICLE 31 – PERSONNEL FILE

- **(Article 31, Section 3)** Any documentation reflecting disciplinary action shall be placed in the employee's personnel file of record and must be initialed and dated by the employee [also the supervisor] and copy provided to him or her. Any disciplinary action placed in the employee's personnel file without the appropriate signatures is to be removed from the employee's personnel file of record.

ARTICLE 32 – JOB CLASSIFICATION AND RECLASSIFICATION

- **(Article 32, Section 5)** If an employee's promotion or reclassification is one pay range higher, the salary increase is at least six percent. If it is two pay ranges higher, the salary increase is to be at least 12%.

ARTICLE 33 – VACANCIES AND JOB POSTING

- Employees have a right to job advancement opportunities. The University agrees to continue to provide such opportunities by offering all employees job counseling and an equitable and open process for filing vacancies.

ARTICLE 34 – TELEWORKING

- The purpose of this provision is to specify criteria for eligible bargaining unit employees of the University to work from home or a satellite office, on selected workdays.

ARTICLE 35 – DURATION, RENEWAL AND REOPENER

- **(Article 35, Sections 1, 2 and 3)** The MOU between UMBC and AFSCME is for three years (June 22, 2005 through June 21, 2008). Either party may renew this MOU by providing written notification to the other party. After notification is provided the parties shall then commence negotiations for a successor MOU during the last year of this MOU. Either party may reopen this MOU during the month of June in each year for the sole purpose to negotiate COLA and merit.