MEMORANDUM OF UNDERSTANDING

- between -

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)

- and -

MORGAN STATE UNIVERSITY

NON-EXEMPT BARGAINING UNIT

7/1/08 to 6/30/10
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PREAMBLE

This Memorandum of Understanding ("Agreement or MOU") is entered into by Morgan State University ("University" or "Employer") and the American Federation of State, County, and Municipal Employees, AFL-CIO ("Union" or "AFSCME") and its Local 1885, and has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences without disruption in the workplace; and includes the agreement of the parties on the standards of wages, hours and other terms and conditions of employment for the nonexempt bargaining unit employees covered hereunder. This agreement is subject to all applicable state and federal statutes.

ARTICLE I - RECOGNITION

Section 1 – Exclusive Representative
The University recognizes the Union as the certified sole and exclusive bargaining agent of all of the employees in the bargaining unit, as defined in Section 2 of this Article, for the purpose of negotiating collectively with the University with respect to all matters pursuant to the State Personnel and Pensions (SPP) Article of the Annotated Code of Maryland, Title 3. For employees covered by this MOU, the University will not negotiate, confer, or otherwise entertain talks with any other union or employee organization on matters recognized by the State Higher Education Labor Relations Board as subjects within the scope of collective bargaining.

Section 2 – Definition of Nonexempt Bargaining Unit
The term “employees,” “bargaining unit employees,” and “employees covered by this MOU” as used in this MOU shall mean all non-exempt employees in the Non-Exempt Employees Bargaining Unit at Morgan State University as outlined in Certification No. C2001-07.

Section 3 – New Job Classifications
Should any new job classification(s) be created, the Employer shall notify the Union at least thirty (30) days prior to the intended date of implementation. The Employer shall inform the Union as to whether it intends to place the new job classification in the non-exempt bargaining unit. At the request of the Union, the parties will meet for the purpose of negotiating on any issues within the scope of collective bargaining affecting the new job classification. Any disputes between the Employer and the Union as to the placement of a new job classification in the bargaining unit may be submitted to the State Higher Education Labor Relations Board at the request of either party.

ARTICLE II – SCOPE OF AGREEMENT

This agreement is limited to all eligible non-exempt employees as defined in Article I – Section 2 of this Agreement. This MOU may be modified only by written agreement of the University and AFSCME. All University policies and procedures shall remain in full force and effect unless modified specifically by this MOU or changed as provided below.
The Employer and the Union acknowledge that during the negotiations that resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any subject of bargaining as provided in SPP, Title 3, and applicable SHELRB regulations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this MOU.

The University and the Union acknowledge their mutual obligation to negotiate as defined and limited by law regarding employer proposed changes in wages, hours and other terms and condition of employment which affect bargaining unit employees and which are not specifically covered by this agreement and not reserved to the University as a management right. In such circumstances, the obligation to bargain is limited to those changes that will affect the working conditions of bargaining unit employees and that are subject to bargaining under applicable law. Management will notify the Union within a minimum of fifteen (15) days prior to the proposed change.

The Union’s ability to negotiate does not provide the Union with “veto” power over employer-initiated changes, and it shall not unduly delay the implementation of such changes. The University may implement the proposed changes that are subject to this process even if after good faith negotiations there has not been mutual agreement. Where bargaining is required and requested by the Union over changes necessary to meet a legislative mandate or emergency condition, the parties will negotiate in good faith, and the employer may implement any changes necessary to meet the legislative mandate or emergency condition, including any applicable timeframes, even if no agreement is reached with the Union.

The provisions of this Agreement shall in no way diminish or infringe any rights, responsibilities, power or duties conferred by the Constitution of the State of Maryland, the Annotated Code of Maryland and the Collective Bargaining Law (Title 3, State Personnel and Pensions Article) and all laws are hereby incorporated in this agreement as is fully set forth herein, and in the event of a conflict between this Agreement and the law, the law shall prevail.

ARTICLE III - NON DISCRIMINATION

The parties shall not discriminate against any employee or group of employees based on the following forms of discrimination: ancestry, creed, sex, marital status, race, age, color, religion, national origin, mental or physical disability or sexual orientation.

ARTICLE IV – HOURS OF WORK AND OVERTIME

Section 1 – Workweek
The standard workweek consists of forty (40) hours in a 7-day period. The administrative workweek begins on Wednesday and ends on the following Tuesday, both days inclusive. In the event the University permanently changes the work schedule of an employee, the University shall provide at least fourteen (14) days advance notice before the new work schedule becomes effective. The University agrees to determine whether any qualified employees are willing to voluntarily accept the changed schedule before requiring any employee(s) to accept the new schedule involuntarily.
Section 2 – Work Schedules
A work schedule is defined as the employee’s assigned work hours, including starting and ending times during the day, and the days included during the standard workweek. Temporary changes in assignment and/or overtime hours shall not be considered a change in the work schedule of an employee. “Temporary” for the purposes of this Article shall be defined as no more than forty-five (45) days in duration.

Section 3 – Lunch Breaks
All employees who work six (6) hours or more in a day shall be assigned an unpaid duty-free lunch break of thirty (30) minutes or sixty (60) minutes as determined by classification and schedule. The lunch period should be scheduled around the midpoint of the employee’s regular work shift.

Section 4 – Copy of Job Description
Upon initial employment, and upon each change in job classification thereafter, each full-time or part-time bargaining unit employee shall be provided a copy of his/her job description. The position description is a statement of the actual job related duties and responsibilities that an employee performs in a particular office or department.

Section 5 – Overtime and Compensatory Leave
A bargaining unit employee shall be compensated for work performed in excess of a standard workweek by overtime payment or compensatory leave. Before working the approved overtime, the employee shall make a choice of whether to receive monetary compensation or compensatory leave, if compensatory time is offered by the employee’s supervisor. The offer of compensatory time shall be at the sole discretion of the supervisor. The bargaining unit employee shall notify his or her supervisor of their decision concerning the method of compensation in writing. Failure to provide written notice of the method of compensation shall result in the employee receiving monetary compensation for overtime worked.

If the employee chooses to receive monetary payment for overtime, the University shall assure that the employee receives monetary payment for overtime in accordance with this section. The University shall assure that the employee earns compensatory leave and overtime compensation at the rate of 1½ times for each hour worked in excess of forty (40) hours in a work week.

A bargaining unit employee may have a maximum balance of eighty (80) hours of compensatory time. Once an employee reaches eighty (80) hours of accrued compensatory leave, hours worked in excess of the standard work week shall be compensated with monetary overtime payments. Requests for the use of earned compensatory leave shall be consistent with the procedures used to request other forms of accumulated leave, e.g., annual and personal leave. Such compensatory leave requests shall not be unreasonably denied by the supervisor.

On December 31 of each calendar year, the University may provide bargaining unit employees with monetary payments for unused compensatory leave. Upon separation from the University, the employee shall be paid for the unused compensatory leave.

Section 6 – Distribution of Overtime
Scheduled overtime opportunities shall be distributed as equally as practical among all the qualified employees within a specific job classification and department/office for which overtime is needed, on a calendar year basis.

Section 7 – Work Time
Work time includes time during which an employee:

a. Is required to be on duty;
b. Is on paid leave;
c. Participates in training activities as a job assignment;
d. Is on the employer's premises and is on call and waiting for work;
e. Is not on the employer's premises, but is on call and waiting for work, and the employee's personal activities are substantially restricted;
f. Is changing into and removing program-specified clothing equipment necessary for the performance of the job;
g. Participates in activities that are job-related immediately before the beginning or immediately after the end of the assigned shift;
h. Travels between home and work site other than the assigned office, in accordance with the Standard Travel Provisions; and
i. Any other time defined as work time under the Fair Labor Standards Act.

Section 8 – Payment of Overtime
The University shall use its best efforts to assure that an employee who earns authorized overtime pay shall receive that overtime pay ordinarily on the first day of payment following the date of overtime, but not later than the day of payment of the second pay period after which the overtime pay is earned.

Section 9 - Advance Notice
The employer will provide notice of scheduled required overtime work at least 48 hours in advance of such overtime. The employer shall provide as much notice as possible where non-scheduled overtime is required as the result of an emergency or an unforeseen event. 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. Refusal of emergency or unscheduled overtime work may result in disciplinary action.

Section 10 – Call-Back Pay
The University's intent is to limit, as much as practical, the requirement to recall employees back to campus for work. Full-time employees who are required to return to work on an unscheduled basis for their specific job classification on a regularly scheduled on-duty day after going off-duty are eligible for call-back compensation. Compensation of employees called back shall be guaranteed a minimum of four (4) hours of overtime even if the time spent on duty is less than four (4) hours. This circumstance does not apply to the employee who may be working overtime as a continuation of the employee's normal hourly schedule.

Section 11 – Essential Employee
An employee who has been designated as vital to the operation of the University, whose presence is required regardless of the existence of an emergency condition, and whose absence
from duty could endanger the safety and well being of the campus population and/or physical plant shall be designated as an "essential employee."

Essential employees will be notified in writing of their essential status. Such appointment shall not be effective until the employee receives notification in writing.

In emergency conditions, the University has the obligation to communicate, via its website and code-a-phone, the decision to close the University in a timely manner.

Essential employees are required to report to work during their regularly scheduled work hours, even if the University is closed, unless otherwise notified. If there are extenuating circumstances, an essential employee may, at the reasonable discretion of their supervisor, be excused from reporting during an emergency. If notified, essential employees may be required to report for duty or return to duty during non-scheduled work time. If an essential employee fails to report for duty, the employee may be subject to disciplinary action and will not be paid for that day.

ARTICLE V. - PROBATIONARY PERIOD

Section 1. New Employees
All new employees shall serve an original probationary period of six (6) months beginning on their date of hire with the University during which the employee's competency to fulfill the duties of the position will be judged solely by the Employer. However, for exceptional reasons the probation period may be shortened to a period of not less than three (3) months upon approval by the President or his/her designee.

Section 2. Rejection on Probation
A. Original Probationary Period
1. A Vice President or Program Director may reject on probation a new employee.
2. Vice President or Program Director shall notify the President or his/her designee in writing of the rejection and the reason for it on a rejection form available from the Office of Human Resources (OHR). The Vice President or Program Director shall notify the employee at least two (2) weeks before the effective date of the rejection and shall assure that the two (2) week period is included within the probationary period. The rejection form shall state the reasons for and effective date of the rejection, and shall inform the employee of the appropriate appeal route. If the rejection is due to a breach of discipline or gross incompetence which jeopardizes essential services, the Vice President or Program Director may disregard the requirement for two (2) weeks notice, and shall immediately submit a written report and the rejection form to the President or his/her designee.
3. The employee may appeal/grieve the rejection in conjunction with the provisions of Section 14-205 of the Annotated Code of Maryland Education Article and Section 2A-2 of this Article.
B. Other Probationary Employees

1. For the purposes of this provision, the category of other probationary employees includes an employee who has satisfactorily completed an original probationary period, and is currently serving another six (6) month probationary period as a result of a promotion, horizontal change, transfer or reinstatement.

2. A Vice President or Program Director may, for cause, reject on probation other probationary employees.

3. A Vice President or Program Director shall submit the rejection to the President and to the employee on a form provided by OHR at least thirty (30) calendar days before the effective date of the rejection, and shall assure that the 30-day period is included within the probationary period. The rejection form shall state the reasons for and effective date of the rejection, and shall inform the employee of the appropriate appeal/grievance route.

4. If the position from which the employee was promoted is vacant or is held by a temporary employee, the President shall assure that the Vice President or Program Director immediately restores the employee to that position.

5. The employee may appeal/grieve the rejection in accordance with the provisions of this Agreement.

Section 3 – Merit Steps While on Original Probation

Merit increases shall not be granted while an employee is serving an original or extended probationary period. Upon completion of the original or extended probationary period the employee shall receive the appropriate merit increase effective the date of the completion of probation.

Section 4 – Employees Not Subject to Probation

A. Any employee who is reinstated in the same classification at the University in which the employee had previously served a satisfactory probation in that classification is not subject to a new probation period. If the employee did not complete their original or extended probationary period, in that classification, upon reinstatement, the employee will serve the remainder of the employee’s probationary period.

B. Any employee whose position is reclassified, and who has served an original probationary period, is not subject to a new probationary period. If the employee has not completed an original probationary period and is reclassified, the employee will serve the remainder of his probationary period in the other class.

C. Any employee appointed to a position on a temporary or emergency basis is not subject to a probationary period.

Section 5 – Extension of Probation

A. A Vice President or Program Director may request the President or his/her designee to approve an extension of the period of probation. A request for extension of probation must be received in OHR before the completion date in order to be considered.
B. For documented reasons, the President or his/her designee may extend an employee’s probationary period for an additional period of six (6) months.

ARTICLE VI - UNION RIGHTS

Section 1 - Right of Access
Union representatives may have reasonable access to non public areas in which bargaining unit employees work for the purpose of providing representation to bargaining unit members with the approval of the supervisor. Such approval shall not be unreasonably withheld. The union agrees that such access shall not disturb the work of employees while visiting the employer’s facilities.

Section 2 - Representation Rights
Upon written request and approval of an appropriate supervisor, a member of the bargaining unit, including union job stewards; and upon notification to the appropriate supervisor, union representatives, including staff representatives, elected local members, or any authorized person acting on behalf of the union may have the right to meet and confer with employee(s) for the purpose of interviewing, consulting and preparing for formal grievance meetings. Where approval of an appropriate supervisor is required, such approval shall not be unreasonably delayed or withheld. The union representative, if an employee of the University, shall be limited to one (1) hour of scheduled work time to prepare for the grievance meeting. In preparation for the grievance meeting, an additional one (1) hour may be divided among other University employee(s) that are parties of, or witnesses to, the grievance. The University reserves the right to limit the number (no less than two) of bargaining unit employees acting in the capacity of union representatives during grievance preparation meetings. The University agrees to not unreasonably deny AFSCME representative(s) access to any employee(s) at any time.

In the event the University exercises its right under this section and by its actions limits the Union’s ability to meet any timeframes under this MOU or applicable law, the University shall extend upon request those timeframes accordingly to facilitate the Union’s access to the appropriate employee.

Section 3 - Means of Communication
University resources, including mail, computing resources and e-mail, are provided to support the research, instructional and administrative objectives of the University, and are for the sole use of the University faculty, staff and students to accomplish tasks related to the user’s status at the University and consistent with the University’s mission.

The Union has the right to communicate with members of the bargaining unit through the use of authorized bulletin boards, fax machines, and telephones as may be available. To the extent a member of the bargaining unit may have authorized access to the University computing resources, members of the bargaining unit shall be allowed to receive individualized e-mail messages from the Union.

Section 4 - Bulletin Boards
The University shall provide nine (9) lockable bulletin boards to be maintained by the Union. These bulletin boards shall be of approximate minimum size of 3'X5'. The Union will ensure
that items are not illegal, defamatory, political, or partisan and that no item is detrimental to the safety and security of the institution. At the time of posting, the Union shall provide a copy of all items to the Employer.

The above reference bulletin boards will be placed in the following locations:

a) Montebello
   1. Lobby near elevators across from Bear Necessities
   2. Ground floor rear B wing (near housekeeping)

b) Washington Service Center
   3. Main entrance (3rd floor)
   4. Across from electrician's time clock

c) Engineering Complex
   5. Main entrance Clarence Mitchell Bldg.

d) Carter Grant Wilson Administration Bldg.
   6. Outside Human Resources

e) McKeldin Center
   7. 2nd floor near ATM Machine

f) Blount Towers
   8. Near Maintenance time clock 1st floor

g) Carnegie Hall
   9. 1st floor Lobby

Section 5 - Right to Information
AFSCME has the right to request information that is relevant and necessary for AFSCME to represent its members within the parameters of applicable law. Such request(s) includes but is not limited to information relevant to the administration of any part of this MOU or any other subject that AFSCME may need to investigate in order to comply with its duty of fair representation of its members.

The University shall provide AFSCME a quarterly personnel transaction report that includes the following:
   a. A quarterly report listing all newly hired employees. The report shall include the name, job classification, pay range, department, daily hours of work, e-mail address, and telephone extension number of every new hire, as available. The report can be submitted on floppy disk, CD ROM, or paper copy format and shall be mailed to an address designated by the Union.

Section 6 - Union Orientation for New Employees

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The University agrees to permit one union representative to speak to newly hired bargaining unit employees upon request from a union representative to the new employee's supervisor. It is understood that a supervisor shall not unreasonable deny a request under this section. Should a denial of rights under this section arise, the Union shall communicate with the Office of Human Resources to ensure that the provisions of this section are executed according to the intent agreed to by the parties.

Section 7 – Union Job Stewards
The Union shall appoint (12) job stewards to represent the non-exempt bargaining unit employees. Job stewards must be a part of the bargaining unit. Ninety (90) calendar days after ratification of this agreement, the Union will submit a list of job stewards to the Office of Human Resources. The Office of Human Resources shall inform all supervisors as to the employees authorized to perform job steward duties on campus. AFSCME reserves the right to replace any job steward on the list at any time it deems appropriate. In cases of changes to the job steward list, the Union will inform the Office of Human Resources as soon as a change is made official by the Union. The employer shall not recognize any employee as job steward until the employer is in receipt of a written list that contains that employee’s name.

Section 8 – Meeting Space
The University agrees to provide the Union with meeting space, free of charge, to accommodate thirty (30) people on a bimonthly basis no more than six (6) times per year subject to the following: the Union submits a request for space in accordance with guidelines that will be provided when the Union calls the University Events Office.

ARTICLE VII - EMPLOYEE RIGHTS
In addition to all rights granted under this Agreement, all employees in the bargaining unit shall enjoy the protections and rights codified in Section 3-301, Title 3, of the State Personnel and Pensions, Annotated Code of Maryland.

ARTICLE VIII - UNION LEAVE AND RELEASE TIME
Section 1 – Administrative Leave for Union Business
At the commencement of each new calendar year, the University will credit the AFSCME’s release time account with one hundred and twenty-eight (128) hours per year to be allocated among any member of the bargaining unit for union business. Release time must be approved by the supervisor and be consistent with operational needs. An AFSCME Council 92 representative shall request for bargaining unit member release time at least fifteen (15) workdays in advance to the Office of Human Resources (OHR). The University shall respond within five (5) workdays of receiving the Council 92 representative’s notice. Such time off will not be detrimental in any way to the employee’s record and will not be specifically taken into account when applying performance standards relating to quantity and timeliness of work. Time may be used in one (1) hour increments.

Section 2 – Release Time for Ratification Meetings
All employees shall be granted paid leave up to two (2) hours, for union meetings for the ratification of the initial contract and not to exceed one (1) hour for successor agreements. Meetings necessary to educate the membership on the agreed MOU will occur on the employees' own time.

Section 3 - Release time for Campus and Joint Sponsored Committees
Employees shall be allowed paid release time with the approval of the supervisor based upon operational needs to serve as members of employment-related, campus-sponsored committees to which they are appointed or elected.

ARTICLE IX - LEAVES

Section 1 - Annual Leave
Employees will accrue annual leave based on length of service to the University. Annual leave for employees is earned as follows:

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Annual Leave</th>
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<tbody>
<tr>
<td>1st month - 6th month</td>
<td>0 days</td>
</tr>
<tr>
<td>Completion of 6th month</td>
<td>1 hour of leave at 26 hours of work</td>
</tr>
<tr>
<td>1 year - 4th year</td>
<td>10 days</td>
</tr>
<tr>
<td>5th year - 10th year</td>
<td>15 days</td>
</tr>
<tr>
<td>11th year - 20th year</td>
<td>20 days</td>
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<tr>
<td>21st year or more</td>
<td>25 days</td>
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Employees shall be permitted to carry over up to fifty (50) days of annual leave into a new calendar year.

Section 2 - Sick Leave
Employees in the bargaining unit shall earn paid sick leave at the rate of fifteen (15) workdays per year. Part-time employees, working 50% or more, shall earn pro-rated sick leave. Earned sick leave shall be cumulative from year to year without limit. Sick leave shall be granted when an employee is absent due to:

a. Illness, injury or disability of the employee. A medical appointment, a medical emergency, follow up treatment for the employee with an accredited, licensed, or certified medical provider.

b. Illness or injury in the employee's immediate family and medical appointments, examinations or treatments for the immediate family member.

c. Immediate family as used in this section shall include a spouse, biological, adopted, step or foster child, grandchild, mother, father, mother-in-law, father-in-law, brother, sister, grandparent, brother-in-law, sister-in-law, or dependent of the employee irrespective of residence, or for any relative who permanently resides in the employee's household for whom the employee has an obligation to provide care. The Employer may require an employee to provide certification by a medical provider to authenticate the
need for the employee to care for the ill family member.

d. An employee who becomes ill, injured, or suffers a disability while on vacation, may request that his/her leave be charged to sick leave.

Section 3 – Proof of Illness or Injury
For an illness of 5 or more consecutive work days, an employee shall submit an original document, signed by one of the licensed or certified health care providers listed below, which:
1) Authenticates the period of illness, and
2) Provides a statement of the date on which the employee will be competent to return to work.

A. Physician
B. Physical therapist;
C. Clinical psychologist
D. Dentist
E. Oral surgeon
F. Chiropractor
G. Podiatrist
H. Certified nurse practitioner
I. Certified nurse-midwife; or
J. Licensed certified social worker-clinical

Section 4 – Personal Leave
Employees shall be credited with three (3) days of personal leave on January 1 of each year. An employee may not accumulate personal leave and unused personal leave credits will not be carried forward from one calendar year to the next.

Section 5 – Leave “Cash Out”
Employees shall be allowed to cash out accumulated annual leave at the time of separation of employment.

Section 6 – State Leave Bank
The University participates in the State Leave Bank program which is administered by the Department of Budget and Management. Hence the University is subject to adhering to the changes, revisions or deletions to this program without recourse. In the event the State chooses to discontinue or alter this program, the University is under no obligation to maintain or create a substitution.

The University shall communicate to all bargaining unit employees, once per year, prior to Open Enrollment the existence of the State Leave Reserve Bank. In addition, the Office of Human Resources shall maintain informational materials available to all employees. NOTE: Leave Bank requires a minimum one day donation. A 240-hour balance of sick leave must be maintained to use a sick leave donation. There is no minimum balance required to contribute annual or personal leave.
Section 7 – Family and Medical Leave
The Employer shall provide family and medical leave in accordance with the provisions of the Family and Medical Leave Act. The leave year for FMLA purposes shall be on a twelve (12) month rolling year, to begin on the first day FMLA leave is granted.

Section 8 – Bereavement
Employees in the bargaining unit shall be granted available sick leave not to exceed five (5) consecutive work days for the following family members:

1. Spouse
2. Child
3. Mother or father (or other person who took the place of a mother or father)
4. Grandparent of employee or spouse
5. Grandchild of employee or spouse
6. Son in-law or Daughter in-law
7. Sibling
8. Brother-in-law or Sister-in-law of employee
9. Any other relative living as a member of the employee’s household

Employees in the bargaining unit shall be granted available sick leave not to exceed three (3) consecutive work days for the following family members:

1. Aunt or Uncle of employee or spouse
2. Niece or Nephew of employee or spouse

Section 9 – Military and War Leave
An employee who is a member of a reserve unit of the armed forces shall be entitled to a leave of absence for military training for a period of not more than fifteen (15) workdays (pro-rated for part-time employees) in any calendar year without loss of pay or charge to any leave. Leave due to call-up to active military duty during a national or international crisis or conflict shall be granted to an employee for up to two (2) years. Employees may request the opportunity to adjust his/her work schedule to accommodate unit training assembly (drill schedules). Military Leave shall be granted accordance with applicable law. A returning veteran who was called to active military duty in the armed forces is eligible for reinstatement, per applicable State and Federal laws.

Section 10 – Jury Duty
An employee who serves as a member of a jury shall be permitted to be absent from work without loss of pay and without charge against any leave. If, after reporting for jury duty, it is determined that the employee’s services are not required and the employee is dismissed for the day, the employee is required to return to work. An employee who is selected for jury service shall notify the department head of this selection without delay.

Section 11 – Legal Actions
An employee who is summoned to appear in a court action, before a grand jury, before an administrative agency, or for a deposition, and is neither a party to the action nor a paid witness,
shall be absent from scheduled work without loss of pay or charge to any accrued leave, for the period of time spent in such proceeding and for reasonable travel time.

Section 12 – Leave of Absence Without Pay
A leave of absence without pay, subject to approval by the Office of Human Resources, may not exceed a two (2) year period within which the employee is eligible for reinstatement.

Section 13 – Administrative Leave
Employees in the bargaining unit shall be granted administrative leave with pay as follows:

- a) During emergency situations as approved by the President or his designee.
- b) Other purposes considered in the best interest of the employee as approved by the President or his designee.

Section 14 – Religious Observance Leave
Employees may use paid leave for religious observances. Any employee requesting to use leave for religious purposes must request the approval of leave at least twenty-four (24) hours prior to the requested leave date.

ARTICLE X – HOLIDAY LEAVE

Section 1 – Recognized Holidays
All employees in the bargaining unit are entitled to holiday leave with pay for the following recognized holidays:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Calendar Date of Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year's Day</td>
<td>January 1</td>
</tr>
<tr>
<td>Dr. Martin Luther King, Jr.'s Birthday</td>
<td>Third Monday in January</td>
</tr>
<tr>
<td>President's Day</td>
<td>Third Monday in February</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday in May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4</td>
</tr>
<tr>
<td>Labor Day</td>
<td>First Monday in September</td>
</tr>
<tr>
<td>Columbus Day</td>
<td>Second Monday in October</td>
</tr>
<tr>
<td>Election Day (General and/or Congressional)</td>
<td>First Tuesday in November</td>
</tr>
<tr>
<td>Veterans Day</td>
<td>(even-numbered years)</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>November 11</td>
</tr>
<tr>
<td>Friday after Thanksgiving Day</td>
<td>Fourth Thursday in November</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>Fourth Friday in November</td>
</tr>
<tr>
<td></td>
<td>December 25</td>
</tr>
</tbody>
</table>

In addition, employees shall receive three (3) paid University Holiday leave days to be designated at the discretion of the University. The actual dates of observance for holiday leave and paid University Holiday leave days may vary from calendar year to calendar year at the discretion of the University. The current year's listing of observed dates for holidays may be found on the Office of Human Resources Website. OHR will also provide copies of the calendar to each department at the beginning of each year of posting.
Part-time employees on at least a fifty (50) percent basis of full-time employment shall earn holiday leave on a prorated basis.
The University will recognize any other day that the President of the United States or the Governor designates for general cessation of business. Any holiday not recognized by the State of Maryland will also not be recognized by the University.

Section 2 - Day of Observance
If a holiday falls on a Saturday, the preceding Friday shall be deemed and treated as a holiday. If a legal holiday falls on a Sunday, the following Monday shall be deemed and treated as a holiday.¹

When a holiday date of observance occurs while an employee is on approved leave with pay status, the day of absence will be charged to the holiday and will not be charged against the employee's sick leave or annual leave.

When a shift bridges two (2) calendar days such as the 11 p.m. to 7 a.m. shift, one of which is the University date of observance of a holiday, the shift that begins on the date of observance will be recognized as the holiday shift.

Section 3a - Holiday Pay
To be eligible for Holiday Leave Pay, employees must be in a paid employment status on the calendar date of the holiday. To be eligible for Holiday Pay associated with the three (3) days granted as University Holidays, persons whose employment begin on or after January 1 and on or before the last day of February would be entitled to three (3) days. Those whose employment begins on or after March 1 and on or before April 30 would earn two (2) days. Those whose employment begins on or after May 1 and on or before June 30 would earn one (1) day. Anyone employed on or after July 1 would not be eligible for any University holidays. Employees shall receive a regular day's compensation at their regular hourly rate for every holiday the employee observes under this Article.

When an employee works on a scheduled holiday, the employee shall have the option of being paid overtime in cash or in lieu of the cash payment the employee shall be allowed to elect a subsequent paid day off. The bargaining unit employee shall provide written notification of their method of compensation. Failure to provide written notification of the election shall result in the employee being assigned a subsequent day off. Requests for a subsequent paid day off shall be consistent with the procedures used to request other forms of accumulated leave, i.e., annual and personal leave. Such requests shall not be unreasonably denied by the supervisor.

Section 3b - Use of Holidays
Employees are required to use holiday leave within the 12-month period following the date the holiday was observed.

Section 3c - Holidays for Employees Who Work in 24/7 Operations

¹ MSU Classified Procedures, pg. 94 (5)
Holidays for employees who work in 24/7 operations are prescheduled based upon the workweek schedule rotation. The University reserves the right to assign holidays in accordance with this schedule rotation and shall make best efforts to grant the employee the day off requested, subject to operational needs. Management will work with 24/7 employees to allow them to take their pre-scheduled holidays; however, due to operational needs, an employee may be required to work on the employee's prescheduled holiday. When this occurs, the employee will be paid at the applicable rate of pay subject to the provisions of Section 3a above.

Section 4 – Holiday Termination Payment
Employees who leave their employment at the University are entitled to be paid for holiday leave that has been earned and not used as of the date of separation.

ARTICLE XI - INSURANCE AND BENEFITS

Section 1 – Parity of Benefits
The Employer shall maintain medical, dental, vision and other available plans 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 provided to State employees by the State of Maryland Department of Budget and Management.

Section 2 – Employee Assistance Program
The University shall communicate to all bargaining unit employees, once per year, the existence and availability of the State EAP program and its provisions. The University shall also make EAP informational materials available at the Human Resources Office, to the extent available.

ARTICLE XII - PERFORMANCE EVALUATION

Section 1 – Annual Appraisal
Employees shall be evaluated based on the performance standards described in their position description. At a minimum, each employee's performance will be reviewed on an annual basis, but no later than May 30 of each year. Employee performance reviews become a permanent part of the employee's confidential personnel file. Evaluations shall be fair, objective and equitable.

The University should take into account matters outside of an employee's control when applying standards/elements to performance.

Section 2 – Mid-Year Appraisal
The supervisor identified as responsible for evaluating an employee will prepare a written mid-year performance appraisal and present it to the employee for discussion. Employees and their supervisors will meet mid-year to discuss the mid-year performance appraisal.

ARTICLE XIII - 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 14-301 et seq., of the Annotated Code of Maryland Education Article.

ARTICLE XIV – DISCIPLINARY ACTIONS

Section 1 – Employee Representation Rights
The employee shall have the right to union representation at any meeting, hearings, or formal discussions with the employee that are called specifically for the investigation or imposition of discipline relating to improper conduct. The employee shall also have the right to representation at any time a meeting becomes disciplinary in nature, even if not called specifically for that purpose. This provision does not preclude the employee and employer from discussing any matter without the presence of a union representative.

Section 2 – Progressive Discipline
The primary objective of progressive disciplinary action is to correct unacceptable behavior and/or performance. The parties agree to the principle of progressive discipline with the normal sequence of actions being: (1) Verbal Reprimand; (2) Written Reprimand; (3) Suspension without Pay or Disciplinary Loss of Leave; (4) Discharge from University Service. With the exception of serious offenses, employees are rarely terminated for a first offense. However, an employee may be terminated for any reason including, but not limited to, serious or repeated offenses. The University shall not discipline any employee without just cause. Disciplinary action should be taken as soon as possible after a work rule violation or unacceptable behavior. Discipline shall be administered in accordance with applicable statutes and policies. The University shall provide written notice to the employee of the disciplinary action to be taken and the employee’s appeal/grievance rights. All disciplinary actions are subject to appeal/grievance.

ARTICLE XV – WAGES

Section 1 – Cost of Living Adjustments (COLA)
Employees covered by this Memorandum of Understanding shall receive a cost of living adjustment for FY 2009 that is equal to the cost of living adjustment granted to State employees for FY 2009 provided that the General Assembly approves and funds that adjustment for employees of Morgan State University in the applicable legislative appropriations.

Section 2 – Merit Pay Increments for FY 2009
For 2009, MSU will include in its “asking” budget to the Governor a merit pay adjustment for “meets standards” of 2.5% for each eligible employee in the nonexempt bargaining unit up to the maximum of the pay range. Subject to the approval and funding by the General Assembly, merit pay adjustment will be provided to all eligible bargaining unit members who “meet standards” pursuant to the following schedules:

<table>
<thead>
<tr>
<th>Condition</th>
<th>Merit Pay Increment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Where there is a net increase in the State</td>
<td>2.5%</td>
</tr>
<tr>
<td>Supported appropriation of $8.3 million or more*</td>
<td></td>
</tr>
</tbody>
</table>
2. Where there is a net increase in the State Supported appropriation of at least $7.4 million **

3. Where there is a net increase in the State Supported appropriation of $6.6 million or more. **

4. Where there is a net increase in the State Supported appropriation of $5.9 million or more. **

5. Where the net increase, if any in the State Supported appropriation is less than $5.9 million. **

*For the purpose of this merit pay provision, a “net increase in the State Supported appropriations” means a combined increase in the FY 09 General Fund Appropriation and the appropriation of tuition revenue. Withheld allotments shall not affect the calculation of the State Supported appropriation. For this section, tuition revenue shall be based upon tuition rates approved by the Board of Regents and budgeted enrollment.

** In the event, MSU does provide the 2.5% merit increase, MSU shall furnish to the Union the final appropriation document(s) verifying the funding received.

Section 3 – FY 10
For FY 10, salary structure, cost of living adjustments, if any, and merit pay adjustments for eligible employees who achieve “meets standards” on their performance evaluation, if any, are addressed in Article XXIII – Duration, Renewal and Reopener.

Unless modified by the June 2009 Reopener (Article XXIV, Section 3), the following Salary Pay Structure shall remain in effect through June 30, 2010:

**MORGAN STATE UNIVERSITY**
**NON-EXEMPT SALARY STRUCTURE**

<table>
<thead>
<tr>
<th>Pay Range</th>
<th>Minimum</th>
<th>Mid-Point</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>$20,772.00</td>
<td>$22,886.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td></td>
<td>$794.56</td>
<td>$875.42</td>
<td>$956.28</td>
</tr>
<tr>
<td></td>
<td>$9.93</td>
<td>$10.94</td>
<td>$11.95</td>
</tr>
<tr>
<td>02</td>
<td>$20,864.00</td>
<td>$24,701.00</td>
<td>$28,538.00</td>
</tr>
<tr>
<td></td>
<td>$798.08</td>
<td>$944.85</td>
<td>$1,091.62</td>
</tr>
<tr>
<td></td>
<td>$9.98</td>
<td>$11.81</td>
<td>$13.65</td>
</tr>
<tr>
<td>Week</td>
<td>Total</td>
<td>Weekend</td>
<td>Labor</td>
</tr>
<tr>
<td>------</td>
<td>-------</td>
<td>---------</td>
<td>-------</td>
</tr>
<tr>
<td>03</td>
<td>$20,969.00</td>
<td>$802.09</td>
<td>$10.03</td>
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<tr>
<td>04</td>
<td>$21,702.00</td>
<td>$830.13</td>
<td>$10.38</td>
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<tr>
<td>05</td>
<td>$23,058.00</td>
<td>$882.00</td>
<td>$11.02</td>
</tr>
<tr>
<td>06</td>
<td>$25,079.00</td>
<td>$959.31</td>
<td>$11.99</td>
</tr>
<tr>
<td>07</td>
<td>$26,931.00</td>
<td>$1,030.15</td>
<td>$12.88</td>
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<tr>
<td>08</td>
<td>$28,939.00</td>
<td>$1,106.96</td>
<td>$13.84</td>
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<tr>
<td>09</td>
<td>$30,305.00</td>
<td>$1,159.21</td>
<td>$14.49</td>
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<tr>
<td>10</td>
<td>$32,271.00</td>
<td>$1,234.41</td>
<td>$15.43</td>
</tr>
<tr>
<td>11</td>
<td>$34,238.00</td>
<td>$1,309.65</td>
<td>$16.37</td>
</tr>
<tr>
<td>12</td>
<td>$36,204.00</td>
<td>$1,384.85</td>
<td>$17.31</td>
</tr>
<tr>
<td>13</td>
<td>$38,171.00</td>
<td>$1,460.09</td>
<td>$18.25</td>
</tr>
</tbody>
</table>
Employees’ salaries will be increased by the COLA as approved by the State of Maryland General Assembly and given in full regardless of the pay range maximum.

**ARTICLE XVI - HEALTH AND SAFETY**

**Section 1 - General Duty**  
The University will make provisions for safe, secure and healthful working conditions for all of its employees in accordance with all other applicable federal, State and local laws and regulations. All employees shall comply with all safety rules and regulations established by the University and required by applicable laws, and for which they have received notice.

**Section 2 - Unsafe Conditions**  
Where an unsafe condition is alleged to exist, the affected employee shall first notify his/her immediate supervisor who shall take whatever necessary corrective action the supervisor deems appropriate. Employees are encouraged to bring forth their safety concerns and are not subject to adverse actions for doing so. Where the matter is not resolved to the satisfaction of the employee, the matter will be submitted to the University’s Safety Officer for review. The Safety Officer will advise the employee of the results of his/her investigation and any corrective action taken or proposed to be taken within thirty (30) days of receiving notice of the employee’s concern. Nothing in this Article requires the Employer to take any specific corrective actions proposed by an employee. However, corrective actions shall be implemented in accordance with the judgment of the University.

**Section 3 - Health and Safety Committee**  
As a way to promote and maintain safe and healthy working conditions in the workplace, the Employer and the Union agree to establish a bargaining unit Health and Safety Committee, which will be a sub-committee of the Labor-Management Committee. This sub-committee shall be comprised of three (3) representatives each from the bargaining Union and Management. This sub-committee shall meet bimonthly or as needed and on the months in which theLabor-
Management Committee meets, this sub-committee shall have an agenda exclusive to safety issues.

Section 4 – Duties of the Health and Safety Committee
The Health and Safety Committee is responsible for:

a. Recommending that adequate health and safety rules and regulations are implemented and complied with;
b. Reviewing potential risks and hazards that exist in the work environment, including unsafe work practices, and making recommendations for their elimination or reduction;
c. Evaluating the need for health and safety training for employees;
d. Reviewing non-confidential accident records and statistics in order to determine the need for corrective action;
e. Promoting health and safety education;
f. Reviewing the availability and adequacy of first aid supplies and equipment and recommending improvements as necessary; and
g. Maintaining and reviewing minutes of all health and safety committee meetings.

Section 5 – Investigative Reports
The committee shall have access to health and safety reports in accordance with all applicable laws and University policies.

Section 6 – No Loss of Compensation
Members of the Health and Safety Committee will receive paid administrative leave, not to exceed an aggregate of 40 hours per calendar year total for the Committee while performing approved duties associated with the responsibilities of the Committee, in addition to attending training or conferences required by the Employer. All time spent by the employee on Committee Activities must be reasonable and must be consistent with operational needs and pre-approved by the employee’s supervisor.

Section 7 – Personal Protective Clothing and Equipment
The Employer shall provide personal protective clothing and equipment that, as determined by the Employer, is required by applicable state laws and regulations. In the event the Employer requires an employee to wear safety shoes on the job, the Employer shall provide same to the employee as needed. The Employer will make available non-prescription safety glasses to employees who are required to wear them as part of their job.

Section 8 – 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.

ARTICLE XVII – UNIFORMS & DRESS CODE
Each employee represents the University when interacting with students, visitors, and other employees. Appropriate attire supports an employee's image as a person who understands and respects the nature of the industry in which they are employed. Therefore, the University expects employees to report to work clean, neat, and dressed appropriately for their job.

The Employer shall provide uniforms for employees in job classifications where uniforms are required by the University. The employer is responsible for replacing uniforms that become unsuitable due to normal work use.

**ARTICLE XVIII – TUITION WAIVER**

Tuition Waiver shall be available to bargaining unit members, their spouses and dependents consistent with applicable Morgan State University policy. Any changes in Tuition Waiver that impacts bargaining unit employees by the University shall be subject to applicable law under the State Higher Education Labor Relations Act.

**ARTICLE XIX – MISCELLANEOUS**

Section 1 – Access to Campus Facilities
Employees shall have access to and use of all appropriate campus facilities, including but not limited to all health and fitness facilities, sports complex, dining facilities, the library, and computer facilities subject to University rules and regulations, and under the same terms and conditions available to the general University employee population.

Section 2 – Attendance at Job Related Training
Employees will be paid for time spent in University required training consistent with the provisions of this MOU and the FLSA. The Employer will make reasonable efforts to have employees attend required training during their regularly scheduled work hours. All travel undertaken in conjunction with approved University required training must be documented by the employee and pre-approved by management. All out-of-state travel must have a pre-approved travel request form.

Section 3 – Attendance at Job Interviews
Employees shall be allowed paid release time (defined as time during the employees normal work schedule during which the employee is permitted to be off duty but paid as though the employee were on duty) up to a maximum of two (2) hours per interview to attend job interviews for other positions at the University with prior written approval.

**ARTICLE XX - LABOR-MANAGEMENT COMMITTEE**

Section 1 – Purpose of the Labor-Management Committee
The University and the Union agree to create a Labor-Management Committee ("Committee") for the purpose of identifying issues of concern to either party and to serve as a forum for discussion and exploration of possible resolutions of concerns. The Committee shall also serve as a forum for discussion of any issues associated with the implementation of any aspect of this
Agreement. However, the Committee shall neither serve as a forum or substitute for formal negotiations provided for under this agreement nor for formal grievance procedures.

Section 2 – Composition of the Committee
The University and AFSCME shall appoint four (4) members each to the Labor-Management Committee. The Committee shall meet at a frequency to be mutually agreed upon by both parties on the Committee. At least forty-eight (48) hours in advance of a scheduled meeting, the parties shall exchange a listing of the subjects they wish to address at the meeting. The meeting shall be scheduled for a maximum of two (2) hours per session except by mutual agreement of the parties.

Section 3 – Release Time for Committee Meetings
Bargaining unit members who serve as members of the Committee shall receive paid release time for the first hour of scheduled work time spent in each Committee meeting up to a maximum of four (4) hours per year, and shall receive unpaid administrative leave for the remainder of scheduled work hours missed due to attendance at Committee meetings up to a maximum of one (1) hour per meeting.

ARTICLE XXI - 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 department. Within each classification affected, layoffs shall occur in the following order:
1. All regular status employees serving an original probationary period in the classification and department in which the layoff is to occur; then
2. All regular status employees who have completed an original probationary period, in the classification and department 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 (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 department 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.

C. For part-time employees, creditable service shall be determined by the funded percentage of the position.

D. 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 President or his/her designee, 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 Department Head or Chairperson.

Section 4 – Displacement Rights
Employees covered by this Agreement 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.

1. An employee in a position which is to be abolished, discontinued, or vacated shall be allowed to displace another employee in the bargaining unit with less seniority in the same job classification, or, if not available either
   a. Progressively to each lower classification in the same job series; or
   b. In any other classification in which the employee held satisfactory regular status.

2. The displacement as applied in one (1) above, shall be limited to the department in which the employee is employed at the time that the notice of layoff is given.

3. 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.

4. An employee who is displaced under this Agreement is subject to the terms and conditions of this Agreement.

Section 5 – Recall List
An employee who is laid off shall be recalled for reappointment following a layoff if, within two (2) calendar years from the effective date of layoff, the specific position from which the layoff occurred is reestablished, provided the employee continues to meet minimum qualifications of 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.

The University shall publish and keep a current list of positions being recruited on the MSU website and the job hotline. Laid-off employees interested in other position vacancies for which the employee meets minimum qualifications shall be informed of these job vacancies via the MSU website and job hotline and shall be granted interviews accordingly under this section.
1. Notice of recall from a layoff shall be sent to the employee by certified mail, return receipt requested to the last known address of the employee. The employee is obligated to notify the University of any address changes during the layoff period.

2. The recalled employee shall have up fourteen (14) calendar days 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) calendar days 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:

1. Tuition Waiver:-
   a. Employees who are laid off, who have completed less than ten (10) years service with the University and who are receiving tuition waiver 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 waiver for one additional full-time semester or two additional part-time semesters, not to exceed a total of 18 credit hours, at MSU campuses only.
   b. Employees who are laid off, who have completed more than ten (10) years service with the University and who are receiving tuition waiver 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 waiver for two additional full-time semesters, at MSU campuses only.
   c. For purposes of this Section, full-time shall be considered twelve (12) credit hours or more.
   d. The tuition waiver 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 waiver may continue to receive tuition waiver for the balance of that semester.
   e. Said tuition waiver benefits must be initiated within the two (2) years recall period.

2. Laid-off employees shall be allowed to use the services of the Career Development Center for the purposes of developing a resume and conducting job searches.

ARTICLE XXII - SAVINGS CLAUSE

If any provision of this agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal's competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect. In the event a provision is thus rendered invalid, upon written request of either party, the Employer and the Union shall meet within a reasonable amount of time and attempt to negotiate a substitute for the invalid provision.
ARTICLE XXIII – DURATION, RENEWAL AND REOPENERS

Section 1 – Duration
No provision of this MOU has retroactive application unless required by law. This MOU expires at 11:59 p.m. on June 30, 2010. 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 renew this MOU, they may only do so by providing written notification of its intent to do so to the other party at least six (6) months prior to the expiration of this MOU. After notification is provided, the parties shall then make arrangements to commence negotiations for a successor MOU, such negotiations to occur during the last year of this MOU at dates and times agreed to by the parties. If neither party provides notice of its intent to renegotiate this MOU, it shall automatically be renewed for one year periods.

Section 3 – Limited Re-openers for FY 2010
A. Notwithstanding the provisions of Section 1 above (Duration), either party may reopen this MOU in the month of June in 2008 for the sole and limited purpose of negotiating over the subjects of what cost of living adjustment, if any, what merit pay adjustment for achieving "meets standards," if any, and what funding conditions and requirements, if any, for both items shall be included in Morgan's budget request submitted to the Governor for the next fiscal year if not specifically restricted by the instructions relayed from the Department of Budget and Management. All other terms and conditions of this MOU remain in full force and effect during any such re-opener and throughout the duration of this MOU. Any negotiated agreements, in conjunction with this section, are subject to the Governor's incorporation in the budget and approval of the Maryland Legislature.

B. Notwithstanding the provisions of Section 1 above (Duration), either party may reopen this MOU in the month of June in 2009 for the sole and limited purpose of negotiating over the salary structure for the next year if not specifically restricted by the instructions relayed from the Department of Budget and Management. All other items and conditions of this MOU remain in full force and effect during any such re-opener and throughout the duration of the MOU. Any negotiated agreements, in conjunction with this section, are subject to the Governor's incorporation in the budget and approval of the Maryland Legislature.

ARTICLE XXIV – CONTRACTING OUT
The University recognizes the integrity of the bargaining unit and will endeavor to use bargaining unit employees to perform non-exempt job functions in preference to contracting out with the private sector. The University retains the right to contract out services. Where the University decides to contract out for services the University will, barring exigent circumstances, provide the Union with written notice of its decision no less than 45 days before the effective date of the service contract and will be available to meet upon written request from the Union within ten (10) days after the request is made, to discuss the impact on the bargaining unit. The
notice shall include a statement of which employees, if any are known, will have their employment materially effected as a result of the contracting out of services. Employees who are laid off are subject to Article XXI – Layoff and Recall.

This section does not preclude the University from supplementing existing services with additional manpower in such a manner as will not materially effect the employment of existing employees, without providing 45 days notice.

**ARTICLE XXV – PARKING**

Parking permit rates for bargaining unit members shall be as follows:

<table>
<thead>
<tr>
<th>Faculty &amp; Staff</th>
<th>2006-2007 (for reference)</th>
<th>2007-08</th>
<th>2008-09</th>
<th>2009-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day</td>
<td>$100</td>
<td>$170</td>
<td>$240</td>
<td>$300</td>
</tr>
<tr>
<td>Day (Y Lot &amp; Qc*)</td>
<td>$100</td>
<td>$135</td>
<td>$170</td>
<td>$200</td>
</tr>
<tr>
<td>Evening</td>
<td>$30</td>
<td>$60</td>
<td>$80</td>
<td>$100</td>
</tr>
</tbody>
</table>

*Access to non-gated portion of Lot until construction requires use of space.*
SIGNATURE PAGE

MORGAN STATE UNIVERSITY

Earl S. Richardson
President, Morgan State University
June 11, 2008

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES

Gary Storrs
Chief Negotiator, for AFSCME Maryland

Dalia Rizk
Negotiator, for AFSCME Maryland

LOCAL 1885 BARGAINING TEAM

Thomas Blake
Samuel Dublin

Jerry Mosely
Edward Penn

Michael Stewart
James Thomas
Kenwon Watts

3/7/2008
Date