

University of Maryland, College Park
AFSCME Nonexempt and Exempt Memorandums of Understanding Changes

(Prepared on June 22, 2018)

The chart below is a comparison of the 2014 AFSCME Nonexempt and Exempt MOUs (2014 MOUs), and the 2018 AFSCME Nonexempt and Exempt MOUs (2018 MOUs), dated June 22, 2018 - June 21, 2021. The chart shows changes to the text of the 2014 MOUs and the summary of those changes. All changes are highlighted in red. The chart is not reflective of the full content of the MOUs.

TABLE OF CONTENTS

<u>Article 2. Non-Discrimination</u>	2
<u>Article 3. Hours Worked</u>	2-3
<u>Article 9. Leave</u>	3-8
<u>Article 12. Union Rights</u>	8
<u>Article 14. Management Rights</u>	8
<u>Article 15.. Disciplinary Actions</u>	9
<u>Article 16. Grievance Procedures</u>	9
<u>Article 22. Layoff</u>	10
<u>Article 23. Duration</u>	10

Art. / Section No.	Collective Bargaining Topic	2014 MOUs	2018 MOUs	Summary
Article 2, Section 3 NEx/Ex	Non-Discrimination/	N/A	New Section: <u>All personnel actions such as compensation, benefits, transfers, terminations, layoffs, return from layoff, reduction in force (RIF), University-sponsored training, education, tuition assistance, and social and recreation programs, will be administered without regard to race, color, creed, religion, national origin, sex, sexual orientation, gender identity and gender expression, age, marital status, disability, or status as a disabled veteran or veteran.</u>	Contract language added to state expressly that personnel actions may not be based on consideration of protected traits. Provision comports with existing law and policy.
Article 3, Section 1 NEx Only	Hours Worked/ Workweek and Work Schedules	The University will designate a regular work schedule for each employee at the beginning of employment that may be modified by providing at least thirty (30) days' notice to the employee. This Section shall not preclude the University from changing schedules on a temporary basis for not more than thirty (30) days in duration at a time, due to business needs and provided that at least ten (10) days' notice is provided to the employees with the exception of changes where ten (10) days' notice is not possible due to an emergency or demonstrated need caused by circumstances beyond the University's control. 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 week. Employees involuntarily transferred into regular work assignments that include work on Saturday and Sunday shall be entitled to a weekend work differential of eight dollars (\$8.00) per weekend. Employees may be allowed to work flextime and/or shift change subject to the prior immediate supervisor approval.	New Language: The University will designate a regular work schedule for each employee at the beginning of employment that may be modified by providing at least thirty (30) days' notice to the employee. <u>An employee may request a change to their regular work schedule and the thirty (30) days' notice can be waived. The request will be considered based upon operational need. Management is not obligated to grant requested schedule changes, and denial of requested schedule changes are not grievable.</u> This Section shall not preclude the University from changing schedules on a temporary basis for not more than thirty (30) days in duration at a time, due to business needs and provided that at least ten (10) days' notice is provided to the employees with the exception of changes where ten (10) days' notice is not possible due to an emergency or demonstrated need caused by circumstances beyond the University's control. 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 week. Employees involuntarily transferred into regular work assignments that include work on Saturday and Sunday shall be entitled to a weekend work differential of eight dollars (\$8.00) per weekend. Employees may be allowed to work flextime and/or shift change subject to the prior immediate supervisor approval.	Additional language added. When the employee requests a change in work schedule, Management may immediately implement the change, without providing a 30-day notice period. The employee's request may be denied based on operational need. Denial of employee request is not grievable.
Article 3, Section 6 NEx only	Hours Worked/ Overtime	Employees shall be compensated at a rate of one and one-half times their rate of pay for all hours worked in a workweek over forty (40). Hours of work shall include hours of work consistent with the Fair Labor Standards Act and shall include other hours in paid status, including but not limited to Annual Leave, Sick Leave, Personal Leave, and Holiday Leave.	New Language: Employees shall be compensated at a rate of one and one-half times their rate of pay for all hours worked in a workweek over forty (40). Hours of work shall include hours of work consistent with the Fair Labor Standards Act and shall include other hours in paid status, including but not limited to Annual Leave, Sick Leave, Personal Leave, and Holiday Leave. <u>Unearned hours, including but not limited to, Advanced Sick Leave, Extended Sick Leave, Advanced Annual Leave, and Leave Reserve Fund shall not count toward hours worked in a workweek for the purposes of overtime.</u>	Additional language was included to indicate that employee use of Advanced Sick Leave, Extended Sick Leave, Advanced Annual Leave and Leave Reserve Fund leaves will not be counted toward total hours worked in a workweek for purposes of calculation of overtime compensation.

<p>Article 3, Section 10 NEx Only</p>	<p>Hours Worked</p>	<p>N/A</p>	<p><u>New Section: The University may allow certain employees to telecommute or work from a different location when prior written approval from the immediate supervisor or department director has been obtained. The decision to allow an employee to telework or work from a different location shall be made on a case-by-case basis depending upon the nature of the employee's duties and responsibilities. However, nothing in this section precludes the University from designating positions where the employee is expected to be regularly present on the job. The final authority for determining the granting of telework arrangements rests with Supervisor or Department Head.</u></p> <p><u>Within ten working days of the submission of a request for telework the requesting employee's supervisor or Department Head shall respond in writing to the employee making the request. If the telework request is denied, then management's written response shall include an explanation for the denial.</u></p> <p><u>Where there is a current practice of granting intermittent telework/telecommuting, that practice may continue so long as it meets the needs of the Department where it is located.</u></p> <p><u>Once a telework assignment has been granted, the University must provide notice and its reasoning for rescinding the assignment.</u></p>	<p>A new section was added, consistent with the Institution's Telework Guidelines, imposing a 10-day timeline for Management to provide a written response to employee requests to be allowed to telework.</p>
<p>Article 9, Section 2 NEx/Ex</p>	<p>Leave/ Annual Leave</p>	<p>From the first through the sixth month of continuous initial service, Annual Leave is not available for use, but is credited for record keeping purposes. All employees may carry-forward 50 days of leave from year-to-year. The employee shall receive payment at his/her regular rate of pay for all leave in excess of 50 days as of December 31 of each year, the use of which was requested but denied for business reasons. The University shall not deny the use of Annual Leave after it was approved by a supervisor or a member of Management, except in extraordinary circumstances. In cases where denial causes an employee to incur unavoidable financial losses, i.e., airplane tickets and/or hotel reservations, the University shall reimburse the employee upon proof of loss including any late cancellation charges and applicable taxes. Reimbursement shall occur on the employee's next paycheck.</p>	<p><u>New Language: From the first through the sixth month of continuous initial service, Annual Leave is not available for use, but is credited for record keeping purposes. All employees may carry-forward 50 days of leave from year-to-year. The employee shall receive payment at his/her regular rate of pay for all leave in excess of 50 days as of December 31 of each year, the use of which was requested but denied for business reasons. The University shall not deny the use of Annual Leave after it was approved by a supervisor or a member of Management, except in extraordinary circumstances. In cases where denial causes an employee to incur unavoidable financial losses, i.e., airplane tickets and/or hotel reservations, the University shall reimburse the employee upon proof of loss including any late cancellation charges and applicable taxes. Reimbursement shall occur <u>within two (2) pay periods of providing proof of loss. on the employee's next paycheck</u></u></p>	<p>Language was added which sets forth a timeline for reimbursement to employees who suffer unavoidable financial losses stemming from the subsequent denial of previously approved use of annual leave.</p>

<p>Article 9, Section 3 NEx Only</p>	<p>Leave/ Annual Leave Accrual</p>	<table border="0"> <tr> <td>Less than 5 years</td> <td>10 days</td> </tr> <tr> <td>5 but less than 10 years</td> <td>15 days</td> </tr> <tr> <td>10 but less than 20 years</td> <td>20 days</td> </tr> <tr> <td>20 years and over</td> <td>25 days</td> </tr> </table>	Less than 5 years	10 days	5 but less than 10 years	15 days	10 but less than 20 years	20 days	20 years and over	25 days	<p>Language Changed: <u>Beginning with the Date of Employment through completion of the 1st year: 11 days</u> <u>Beginning with the 2nd year through completion of the 2nd year: 12 days</u> <u>Beginning with the 3rd year through completion of the 3rd year: 13 days</u> <u>Beginning with the 4th year through completion of the 4th year: 14 days</u> <u>Beginning with the 5th year through completion of the 10th year: 15 days</u> <u>Beginning with the 11th year through completion of the 20th year: 20 days</u> <u>Beginning with the 21st year and thereafter: 25 days</u></p> <p>Less than 5 years — 10 days 5 but less than 10 years — 15 days 10 but less than 20 years — 20 days 20 years and over — 25 days</p>	<p>Language was changed to align with the USM policy on Annual Leave Accrual.</p>
Less than 5 years	10 days											
5 but less than 10 years	15 days											
10 but less than 20 years	20 days											
20 years and over	25 days											
<p>Article 9, Section 4 NEx/Ex</p>	<p>Leave/ Annual Leave Advancement</p>	<p>An employee may be advanced up to five (5) days of Annual Leave with the advance approval of the immediate supervisor provided that no other leave is available to the employee. Such advancement cannot be obtained until the employee has paid back any borrowed Annual Leave. An employee cannot use this provision more than once per year.</p>	<p>New Language: An employee may be advanced up to five (5) days of Annual Leave with the advance approval of the-their immediate supervisor provided that no other leave <u>appropriate for the reason for the absence</u> is available to the employee. Such advancement cannot be obtained until the employee has paid back any borrowed Annual Leave. An employee cannot use this provision more than once per year. (NEx)</p> <p>An employee may be advanced up to five (5) days of Annual Leave with the advance approval of the-their immediate supervisor provided that <u>the employee has no other leave available that is appropriate for the absence, according to the terms and conditions applicable to the specific leave category. An employee is eligible to be advanced leave only after the employee has paid back any advanced Annual Leave. An employee cannot use this provision more than once in a twelve (12) month period.</u> (Ex)</p>	<p>Language was strengthened to indicate that advanced annual leave may only be granted when the employee does not qualify for other leave appropriate for the absence. Language was also changed to add clarity. No substantive changes.</p>								

Article 9, Section 6 NEx Only	Leave/ Annual Leave Upon Return or Reinstatement	A bargaining unit employee returning to University of Maryland, College Park service with an authorized status of reinstatement within three years of separation, is entitled to earn Annual Leave at the same rate in effect at the time of separation from active service.	New Language: A bargaining unit employee returning to University of Maryland, College Park service with an authorized status of reinstatement within three years of separation, is entitled to earn Annual Leave at the <u>current leave accrual rate for the applicable credited period of service.</u> same rate in effect at the time of separation from active service.	Language was changed to align with new leave accrual rate in Article 9, Section 3.
Article 9, Section 9(A) NEx/Ex	Leave/ Sick Leave	Illness, injury or disability of the employee, pregnancy and childbirth, a pre scheduled medical appointment, a medical emergency, or treatment for the employee with an accredited, licensed, or certified medical provider. Employees will attempt to schedule appointments during non-work hours.	New Language: Illness, injury or disability of the employee, pregnancy and childbirth, a pre-scheduled medical appointment, a medical emergency, or treatment for the employee with an accredited, licensed, or certified medical provider. Employees will attempt to schedule appointments during non-work hours. <u>(A) Sick leave for scheduled appointments must be requested within 24 hours of the scheduled appointment, whenever possible. Whenever possible, employees will attempt to schedule medical appointments during non-work hours or at the start or toward the end of the scheduled work shift.</u>	Language was added to set forth a timeline regarding employee requests to use sick leave for scheduled medical appointments.
Article 9, Section 9(H) NEx/Ex	Leave/Sick Leave	Up to maximum of 30 days of accrued Sick Leave may be used to care for a child immediately following the birth of a child or placement of the child with the employee for adoption. In the case of an adopted child, Sick Leave is only available in connection with a documented formal adoption. In the event that both parents are UMCP employees, Sick Leave to care for the child as provided for in this Section, is available only to one parent. When possible, employees are expected to provide advance notice of time taken under this Section to their immediate supervisor.	Deleted Section: Up to maximum of 30 days of accrued Sick Leave may be used to care for a child immediately following the birth of a child or placement of the child with the employee for adoption. In the case of an adopted child, Sick Leave is only available in connection with a documented formal adoption. In the event that both parents are UMCP employees, Sick Leave to care for the child as provided for in this Section, is available only to one parent. When possible, employees are expected to provide advance notice of time taken under this Section to their immediate supervisor.	This language was deleted as the Parental Leave policy provides a greater benefit (up to 8 weeks) when leave is requested to care for a child immediately following the birth of a child or placement of the child with the employee for adoption.
Article 9, Section 23 NEx Only	Leave/ Administrative Leave	Employees in the bargaining unit shall be permitted to use Administrative Leave with pay as follows: (A) During emergency situations as defined by the University System of Maryland.	New Language: Employees in the bargaining unit shall be permitted to use Administrative Leave with pay as follows: <u>during emergency situations as defined by the University System of Maryland, and for purposes considered in the best interests of the employee as approved by the University President or his/her designee.</u>	Language was changed to eliminate language that appeared confusing and to reduce the verbiage. No substantive change.

		<p>(B) The University shall create a paid release time account for union business purposes not otherwise provided for in this MOU. On January 1 of each year, the University shall credit the Union's release time account with one (1) day of release time for every sixty (60) bargaining unit members. Any member of the bargaining unit will be allowed to use release time consistent with this Section. This leave may be used for several purposes including paid Council 92 and Local 1072 President's Leave as provided for in this MOU. Release time may be used in one-hour increments. Once the leave bank is exhausted, employees will not be entitled to Administrative Leave for union business unless otherwise provided for in this MOU. Such paid release time may not be used for negotiations not directly involving the UMCP campus. All requests for Administrative Leave for union business shall be submitted to the Director of University Human Resources or his/her designee at least seven (7) calendar days in advance of the event and shall include 1) a general description of the event necessitating the leave and its purpose; 2) the date and location of the event; 3) the name of employee members for whom Administrative Leave is being requested; and 4) the name of the employee members' immediate supervisor(s). Leave under this Section shall not be unreasonably denied. Denial based on business necessity will only occur when the employee's department/office is suffering from shortage of staff, high demand seasons or when there is an extraordinary need for the work of the employee.</p> <p>(C) For purposes considered in the best interests of the employee as approved by the University President or his/her designee.</p>	<p>(A) During emergency situations as defined by the University System of Maryland.</p> <p>(B) The University shall create a paid release time account for union business purposes not otherwise provided for in this MOU. On January 1 of each year, the University shall credit the Union's release time account with one (1) day of release time for every sixty (60) bargaining unit members. Any member of the bargaining unit will be allowed to use release time consistent with this Section. This leave may be used for several purposes including paid Council 92 and Local 1072 President's Leave as provided for in this MOU. Release time may be used in one hour increments. Once the leave bank is exhausted, employees will not be entitled to Administrative Leave for union business unless otherwise provided for in this MOU. Such paid release time may not be used for negotiations not directly involving the UMCP campus. All requests for Administrative Leave for union business shall be submitted to the Director of University Human Resources or his/her designee at least seven (7) calendar days in advance of the event and shall include 1) a general description of the event necessitating the leave and its purpose; 2) the date and location of the event; 3) the name of employee members for whom Administrative Leave is being requested; and 4) the name of the employee members' immediate supervisor(s). Leave under this Section shall not be unreasonably denied. Denial based on business necessity will only occur when the employee's department/office is suffering from shortage of staff, high demand seasons or when there is an extraordinary need for the work of the employee.</p>	
<p>Article 9, Section 26 NEx Article 9, Section 25 Ex</p>	<p>Leave/ Family and Medical Leave</p>	<p>Generally, pursuant to current Federal law and Board of Regents policy, bargaining unit employees are entitled to FMLA leave if:</p> <p>(A) The employee has worked for the University at least for twelve (12) months, and</p> <p>(B) The employee has worked at least 1040 hours in the twelve (12) months immediately preceding the date the leave is to commence.</p> <p>FMLA leave allows an employee to take job-protected leave of up to twelve (12) weeks in a calendar year for any of the following reasons:</p>	<p><u>New Language: Qualifying employees will be granted leave under the Family and Medical Leave Act (FMLA) in accordance with current Federal law and USM Policy VII-7.50.</u></p> <p><u>FMLA leave allows qualifying employees to take job-protected leave of up to twelve (12) weeks. FMLA may only be used for qualifying medical reasons, including but not limited to, the employee's own pregnancy, care for the employee's child after birth, or placement for adoption or foster care; the serious health condition of the employee or a qualifying family member; qualifying exigencies related to active duty or call to active duty; or any other reason stated in Policy VII-7.50.</u></p>	<p>Language was changed to reduce the verbiage and add policy citation. No substantive change.</p>

- (1) To care for the employee's child after birth, or placement for adoption or foster care;
- (2) To care for the employee's spouse, son, daughter, or parent who has a serious health condition;
- (3) For a serious health condition, including pregnancy and recovery time, that renders an employee unable to perform his/her job; or
- (4) For qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation; or
- (5) Any other reasons stated in the current University System Policy.

In addition to (1) through (5) immediately above, employees who are the spouse, son, daughter, parent or designated next of kin of a current member of the Armed Forces (including a member of the National Guard or Reserves, with a serious injury or illness may take job-protected leave up to 26 weeks in a single twelve- (12-)month period to care for the service member.

FMLA Leave can be taken continuously or in separate periods of time. It is expressly understood that this Section provides highlights of the University's existing FMLA policy and does not constitute the University's entire policy that is hereby incorporated by reference. Employees must comply with the University FMLA policy's eligibility and usage requirements to be granted FMLA under the terms and conditions provided for under the University's policy.

The University's policy may be changed to conform with changes to the FMLA or any corresponding State or Federal law but may not otherwise be modified with regard to bargaining unit members without first negotiating any proposed changes with the Union.

~~Generally, pursuant to current Federal law and Board of Regents policy, bargaining unit employees are entitled to FMLA leave if:~~

- ~~(A) The employee has worked for the University at least for twelve (12) months, and~~
- ~~(B) The employee has worked at least 1040 hours in the twelve (12) months immediately preceding the date the leave is to commence.~~

~~FMLA leave allows an employee to take job-protected leave of up to twelve (12) weeks in a calendar year for any of the following reasons:~~

- ~~(1) To care for the employee's child after birth, or placement for adoption or foster care;~~
- ~~(2) To care for the employee's spouse, son, daughter, or parent who has a serious health condition;~~
- ~~(3) For a serious health condition, including pregnancy and recovery time, that renders an employee unable to perform his/her job; or~~
- ~~(4) For qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation; or~~
- ~~(5) Any other reasons stated in the current University System Policy.~~

~~In addition to (1) through (5) immediately above, employees who are the spouse, son, daughter, parent or designated next of kin of a current member of the Armed~~

			Forces (including a member of the National Guard or Reserves, with a serious injury or illness may take job-protected leave up to 26 weeks in a single twelve (12-)month period to care for the service member	
Article 9, Section 27 NEx/Ex	Leave/ Professional Development Day	N/A	New Section: <u>Upon ratification of this Memorandum of Understanding, an additional four (4) hours of Professional Development leave, to be used on a single occasion per year, shall be provided.</u>	A new section was added to increase the amount of Professional Development leave by 4 hours. The total Professional Development leave available, upon approval, is 1 day and 4 hours. The additional 4 hours is to be used on a single occasion.
Article 9, Section 30 NEx Article 9, Section 31 Ex	Leave/ Parental Leave	The University will offer employees with one (1) year of continuous service up to eight (8) weeks of paid Parental Leave twice during employment upon the birth of a child or the adoption of a child under the age of six, consistent with campus and Board of Regents Policy.	New Language: <u>The University will offer regular employees with appointments of 50% or greater Parental Leave in accordance with USM Policy VII-7.49 and UMCP Policy VII-7.49(A).</u> The University will offer employees with one (1) year of continuous service up to eight (8) weeks of paid Parental Leave twice during employment upon the birth of a child or the adoption of a child under the age of six, consistent with campus and Board of Regents Policy.	Language was strengthened to include USM policy citation and employee FTE% requirement to be eligible for Parental Leave. No substantive changes.
Article 12, Section 1 NEx/Ex	Union Rights/ Right of Access	N/A	New Language: <u>Per University policy, only employees scheduled to work in residence halls have access to residence halls, and therefore all other union members and guests are required to be escorted by a manager or a designee of management at all times inside of residence halls. Only employees who regularly work in mechanical systems room shall have access to those areas.</u>	Language was added to establish more structure for union access in residence halls.
Article 12, Section 5 NEx/Ex	Union Rights/ Electronic And Mail Access	Employees may communicate with one another regarding union business via electronic mail, fax, telephone, and campus mail; such communication must be kept at a minimum and shall be limited to short messages. The Union may communicate with bargaining unit employees via mass communication using the University's electronic mail system a total of fifteen (15) times per calendar year. The Union shall send a courtesy copy of any mass communication to the University within twenty-four (24) hours if practicable before sending such communications and shall provide the University twenty-four (24) hours' notice of the proposed scope and timing of the mailing.	New Language: Employees may communicate with one another regarding union business via electronic mail, fax, telephone, and campus mail; such communication must be kept at a minimum and shall be limited to short messages. The Union may communicate with bargaining unit employees via mass communication using the University's electronic mail system a total of fifteen (15) times per calendar year. The Union shall <u>notify the Office of Staff Relations at least five (5) days ahead of a mass email communication which utilizes the University's electronic mail system for initial distribution. "Utilizes the University's electronic mail system for initial distribution" specifically refers to email messages the Union asks the University to send on the Union's behalf. The Union will</u> send a courtesy copy of any <u>said</u> mass email communication to the <u>University Office of Staff Relations at least twenty-four (24) hours before the desired distribution date and University Human Resources will</u>	New language added to clarify procedures for use of internal mass emails to communicate regarding union business.

			send the mass email communication, if practicable before sending such communications and shall provide the University twenty four (24) hours' notice of the proposed scope and timing of the mailing.																					
Article 14, Section 2 NEx/Ex	Management Rights/ Fees for Services	The Union specifically agrees that with regard to campus services offered by the University for voluntary purchase and/or the Dining Services fees to employees for the life of the MOU, bargaining unit members shall pay the prevailing fees for such services. Employees in the bargaining unit shall pay the prevailing staff parking permit fees for parking services. The University agrees that an individual employee's parking permit fee shall not be increased more frequently than once each fiscal year and shall not increase by more than 7.0% over the fee for the previous year during the term of the MOU. See Side Letter #7 dated May 15, 2014.	<p>Language Changed: The Union specifically agrees that with regard to campus services offered by the University for voluntary purchase and/or the Dining Services fees to employees for the life of the MOU, bargaining unit members shall pay the prevailing fees for such services.</p> <p>Employees in the bargaining unit shall pay the prevailing staff parking permit fees for parking services. The University agrees that an individual employee's parking permit fee shall not be increased more frequently than once each fiscal year and shall not increase by more than 7.0% over the fee for the previous year during the term of the MOU.</p> <p><u>An individual employee's parking permit fee shall not be increased more frequently than once each fiscal year, and shall increase by no more than eight percent (8%) each year.</u></p> <p><u>Unless otherwise negotiated, the same percentage of parking fee increase between Fiscal Year 2020 and Fiscal Year 2021 shall be assessed in future years</u></p>	Language changed to reflect limitation and frequency of increases to parking fees.																				
Article 15, Section 4 NEx Article 15, Section 5 Ex	Disciplinary Actions/ Time Limits	<p>The University shall impose disciplinary action no later than the number of days noted on the following schedule:</p> <table border="0"> <tr> <td>Oral Reminder</td> <td>10 days</td> </tr> <tr> <td>Written Reminder/Letter of Reprimand</td> <td>10 days</td> </tr> <tr> <td>Suspension (Other than prior to removal)</td> <td>3 days</td> </tr> <tr> <td>Suspension Prior to Removal</td> <td>15 days</td> </tr> <tr> <td>Termination</td> <td>15 days</td> </tr> </table>	Oral Reminder	10 days	Written Reminder/Letter of Reprimand	10 days	Suspension (Other than prior to removal)	3 days	Suspension Prior to Removal	15 days	Termination	15 days	<p>New Language: The University shall impose disciplinary action no later than the number of <u>business</u> days noted on the following schedule:</p> <table border="0"> <tr> <td>Oral Reminder</td> <td>10 <u>business</u> days</td> </tr> <tr> <td>Written Reminder/Letter of Reprimand</td> <td>10 <u>business</u> days</td> </tr> <tr> <td>Suspension (Other than prior to removal)</td> <td>3 <u>business</u> days</td> </tr> <tr> <td>Suspension Prior to Removal</td> <td>15 <u>business</u> days</td> </tr> <tr> <td>Termination</td> <td>15 <u>business</u> days</td> </tr> </table>	Oral Reminder	10 <u>business</u> days	Written Reminder/Letter of Reprimand	10 <u>business</u> days	Suspension (Other than prior to removal)	3 <u>business</u> days	Suspension Prior to Removal	15 <u>business</u> days	Termination	15 <u>business</u> days	Language was added to clarify timeline for imposing specific types of discipline. No substantive change.
Oral Reminder	10 days																							
Written Reminder/Letter of Reprimand	10 days																							
Suspension (Other than prior to removal)	3 days																							
Suspension Prior to Removal	15 days																							
Termination	15 days																							
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Suspension Prior to Removal	15 <u>business</u> days																							
Termination	15 <u>business</u> days																							
Article 16 NEx/Ex	Grievance Procedure	N/A	<u>Disciplinary documents are active in employee files for up to two (2) years. After two (2) years, file documents cannot be used as grounds for moving an employee to a higher Step in Progressive Discipline, unless the employee commits a serious infraction or a future infraction of a similar nature to a prior documented infraction. Nothing in this paragraph shall require the University to remove any document from an employee's personnel file.</u>	New section added to impose 2 year time limit on use of prior discipline in progressive discipline.																				

<p>Article 22, Section 5(C)NEx Article 22, Section 5(D)Ex</p>	<p>Layoff</p>	<p>N/A</p>	<p><u>The laid off employee must meet the qualifications of the position as written in the position description and be able to perform the essential functions of the vacant position.</u></p>	<p>New section added to clarify requirement that laid off employees must meet job qualifications and be able to perform essential functions in order to be considered for reinstatement to vacant positions.</p>
<p>Article 23 NEx Only</p>	<p>Duration</p>	<p>N/A</p>	<p><u>6/22/2018 – 6/21/2021</u></p>	<p>The duration of the 2018 MOU is from June 22, 2018 to June 21, 2021.</p>